

CONTRACT MA-042-25010171

FOR

SOFTWARE MAINTENANCE AND DATABASE HOSTING
SERVICES

BETWEEN

COUNTY OF ORANGE
(HEALTH CARE AGENCY)

AND

IMAGETREND, LLC



CONTRACT

**MA-042-25010171
BETWEEN
COUNTY OF ORANGE
AND
IMAGE TREND, LLC
FOR
SOFTWARE MAINTENANCE AND DATABASE HOSTING SERVICES**

This Contract MA-042-25010171 for Software Maintenance and Database Hosting Services (Contract) is made and entered into as of the date fully executed by and between County of Orange, a political subdivision of the State of California (County), and ImageTrend, LLC, a LLC (Contractor), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract and constitute a part of this Contract:

Attachment A – Scope of Work

Attachment B – Payment and Compensation

Attachment C Personal Information Privacy and Security Contract

Attachment D - Security Requirements and Guidelines for Vendors and Application Service Providers

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Software Maintenance and Database Hosting Services under a firm fixed fee Contract; and,

WHEREAS, Contractor agrees to provide Software Maintenance and Database Hosting Services to County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment and Compensation, attached hereto as Attachment B; and,

WHEREAS, Contractor agrees to comply with the requirements set forth in the Personal Information Privacy and Security Contract, attached hereto as Attachment C; and,

WHEREAS, County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Software Maintenance and Database Hosting Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

I. GENERAL TERMS AND CONDITIONS

1. 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 adjudication to another county.

2. Entire Contract:

This Contract contains the entire contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties, agreements, or undertakings other than those set forth herein or referred to herein. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have been incorporated into this Contract. Further, any other provision or other unilateral terms which may be issued by Contractor before or during the term of this Contract, irrespective of whether any such provisions or terms may be affixed to or accompany the commodities and services being purchased, are hereby superseded and are not valid or binding on County unless authorized by County in writing in an amendment to this Contract.

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 authorized by County in writing in an amendment to this Contract. All automated end-user agreements (including, but not limited to, click-throughs, shrink-wrap, browse wrap and other non-negotiated terms and conditions provided with any of Contractor's services) and documentation provided with any of the services are specifically excluded and null and void. All terms and conditions in such agreements and documentation do not constitute a part or amendment of this Contract and shall have no force and effect and shall be non-binding on County, its employees, agents, and other authorized users, even if access to or use of such service or documentation requires affirmative acceptance of such terms and conditions.

3. Amendments:

Except as expressly provided herein, no changes, modifications, or amendments to the terms and conditions of this Contract are valid or binding on County unless made in writing and signed by the duly authorized representative of the parties. No other act, document, usage, or custom shall be deemed to change, modify, or amend this Contract. Nor shall any oral understanding or agreement not incorporated herein 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.

4. Taxes:

Unless otherwise provided herein or by law, price in this Contract does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales

permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

5. Delivery:

Time of delivery of commodities or services is of the essence in this Contract. County reserves the right to refuse any commodities or services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the Scope of Work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County pursuant to Paragraph 6, Acceptance Payment.

6. Acceptance Payment:

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in advance after County's satisfactory acceptance in accordance with the requirements of Attachment B.

7. Warranty:

Contractor expressly warrants that the commodities 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. All warranties in this Contract shall inure to County, its successors, assigns, customer agencies, and governmental users of the services. Contractor will indemnify, defend and hold County and County Indemnitees, as more fully described in Paragraph III.1, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the commodities/services to conform to such warranties and by reason of 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.

8. Patent/Copyright Materials/Proprietary Infringement:

Unless otherwise expressly provided in this Contract, Contractor is solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any materials (e.g., software, documentation, specifications) or any part thereof, as modified through services provided under this Contract, will not infringe upon or misappropriate any patent, copyright, trademark, trade secret, or any other proprietary right, of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Paragraph III.1, 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, costs and expenses and attorney's fees.

In the event any materials or any part thereof, as modified through the services provided under this Contract, is or becomes the subject of a claim of infringement or misappropriation of a patent, copyright, trademark,

trade secret, or any other proprietary right, or is enjoined, Contractor shall with all reasonable speed and due diligence provide or otherwise secure for County, at Contractor's expense and election, subject to County approval not to be unreasonably withheld, one of the following: (a) the right to continue use of any such materials or any part thereof to the full extent contemplated by this Contract; (b) an equivalent system having the specifications as provided in this Contract; or (c) modification of the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system and meeting the requirements of this Contract. If none of these options are available on commercially reasonable terms, County will stop using the affected services provided under this Contract and Contractor shall refund to County any sums County paid to Contractor for the affected services, less a reasonable offset for use. County then has the option of immediately terminating the Contract, or applicable portions thereof, without penalty for cause pursuant to Paragraph 11, Termination.

9. Assignment:

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 by Contractor without the express prior written consent of County. Contractor shall provide County no less than sixty (60) calendar days' written notification of its intent to assign, sell, delegate or otherwise dispose of the rights and obligations of this Contract. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express prior written consent of County shall be void and invalid and shall constitute a material breach of this Contract.

10. 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 penalties pursuant to Section 1741 of the California Labor Code.

11. Termination:

In addition to any other remedies or rights it may have by law and those set forth elsewhere in this Contract, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause shall include, but not be limited to any material breach of contract, any misrepresentation or fraud on the part of Contractor. County's decision to exercise its right to terminate the Contract shall relieve County of all further obligations under this Contract. The Parties also may mutually terminate this Contract by written agreement at any time. The rights, obligations and conditions that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.

12. Consent to Breach Not Waiver:

Any action or inaction by County or failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to enforce any right or provision contained herein shall

not be construed as a waiver or relinquishment by County of its rights hereunder and shall not prevent County from enforcing such provision or right on any future occasion. Further, no term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is 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.

13. 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.

14. Performance Warranty:

Contractor warrants all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor is responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, 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, Contractor is fully responsible for all work performed by subcontractors.

Contractor further warrants that: a) Contractor has and will continue to have the unconditional and irrevocable right, power, and authority, including all permits and licenses required, to provide the services and to grant all rights and licenses granted or required to be granted by it under this Contract; b) Contractor has not and will not assign or otherwise enter into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Contract; c) Contractor will and has the expertise to perform all services in a timely, professional and workmanlike manner with a level of care, skill, practice, and judgment consistent with the highest professional standards and with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience, and qualifications, and will devote adequate resources to meet Contractor's obligations under this Contract; d) Contractor will use its best efforts to ensure that no harmful code, malware, or similar items are introduced into County's computing and network environment by the services, and that, where such items are transferred to County through the services, Contractor shall reimburse County the actual cost incurred by County to remove or recover from such items, including the costs of persons employed by County; and e) Contractor will not knowingly use the services of any ineligible person or subcontractor for any purpose in the performance of the Services under this Contract.

15. Changes:

Contractor shall make no changes in the scope of work or perform any additional work without County's specific written approval via an amendment. This requirement does not apply to improvements, upgrades,

or enhancements for which there is no increase in price and no changes to the terms and conditions in this Contract.

16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

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

In addition, Contractor must notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of Contract. Contractor also must notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor must provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

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

17. 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 to the extent such delay is caused by any act of God, war, civil disorder, employment strike or other similar cause, beyond Contractor's 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 to end the delay and minimize the effects of such delay. County may terminate this Contract by written notice to Contractor if the delay continues substantially uninterrupted for a period of five (5) business days or more. No Force Majeure event excuses Contractor's other obligations under this Contract.

Notwithstanding the foregoing or any provision of this Contract, in no event will the following be considered a Force Majeure event: (a) shutdowns, disruptions, or malfunctions of Contractor's systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunication failures that are not limited to Contractor's systems; and (b) the delay or failure of any Contractor personnel (including subcontractors) to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure event.

18. Confidentiality:

Each Party's Data shall be deemed confidential. Each party must hold the other party's Data in strict confidence and maintain the confidentiality of each party's Data pursuant to all statutory laws relating to privacy and confidentiality that currently exist or may exist at any time during the term of this Contract. Each party must protect the other party's Data from unauthorized access, use, disclosure and loss through the observance of the same or more effective procedural requirements as used by each party. In addition, each party must not use, modify, merge with other data, commercially exploit, make available or make any other use of other party's Data or take, or refrain from taking, any other action that might, in any manner or form, adversely affect or jeopardize the integrity, security, or confidentiality of each party's Data, except as expressly permitted herein or as expressly directed by either party in writing. Each party also must not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose, such party's Data to third parties other than employees, agents, or subcontractors who require the other party's Data for performance of this Contract. The obligation in this Paragraph Force Majeure applies to Contractor's employees, agents and subcontractors.

Each party must immediately report to the other party any and all unauthorized disclosures or uses of each party's Data or suspected or threatened unauthorized disclosures or uses of each party's Data of which either party or its employees, agents and/or subcontractors are aware or have knowledge or reasonable belief. Each party acknowledges that any unauthorized publication or disclosure of either party's Data to others or unauthorized use of either party's Data may cause immediate and irreparable harm to either party. If either party should publish, disclose, or use such other party's Data without authorization, or threaten such action, the other party is immediately entitled to injunctive relief and any other remedies to which it is entitled under law or equity, without requiring a cure period. Each party must, in accordance with the more specific requirements contained in Paragraph Indemnification, indemnify, defend, and hold each party and each party's Indemnitees harmless from and against any and all damages, costs, liabilities, and expenses (including without limitation attorneys' fees) relating to or arising from either party's unauthorized publication, use, or disclosure of each party's Data.

This provision does not apply to any data disclosed by County pursuant to California Public Records Act, California Government Code Section 7920 et seq.

19. 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 the Insurance and Indemnification section, 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.

20. Freight:

Prior to County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

21. 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.

22. Attorney Fees:

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

23. 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 their 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 they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, 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.

24. Employee Eligibility Verification:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. Audits/Inspections:

Contractor must permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, 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 Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor must 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 must include in each subcontract a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's DPA.

26. Contingency of Funds:

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

27. Expenditure Limit: Intentionally Deleted.

II. INDEMNIFICATION AND INSURANCE PROVISIONS

1. Indemnification

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies 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. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

2. General Insurance Requirements

Prior to the provision of services under this Contract, Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current and to provide Certificates of Insurance and endorsements to County during the entire term of this Contract.

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

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee. County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor shall indemnify County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this Contract.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

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

Contractor shall provide thirty (30) calendar days prior written notice to County of any policy cancellation or non-renewal and ten (10) calendar days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract.

Insurance certificates should be forwarded to the agency/department address listed in Paragraph 111.19, Notices.

If Contractor does not provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/Purchasing or the agency/department purchasing division, County may suspend or terminate this Contract.

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 provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) calendar 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, nor act in any way to reduce the policy coverage and limits available from the insurer.

3. Commercial General Liability

Minimum limits and coverage

\$1,000,000 per occurrence; \$2,000,000 aggregate

Required Coverage Forms

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

Required Endorsements

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

- A. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.
- B. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by County shall be excess and non-contributing.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

4. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

\$1,000,000 combined Single Limit

Required Coverage Forms

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

5. Workers Compensation

Minimum limits and coverage

Statutory

Required Endorsements

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against County *of Orange, its elected and appointed officials, officers, agents, and employees* or provide blanket coverage, which will state *As Required by Written Contract*.

6. Employers Liability Insurance

Minimum limits and coverage

\$1,000,000 per accident or disease

7. Network Security & Privacy Liability

Minimum limits and coverage

\$1,000,000 per claims-made

Required Endorsements

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- A. An additional insured endorsement or similar status when required by written contract including the County of Orange, its elected and appointed officials, officers, agents, and employees for its vicarious liability.
- B.

If Contractor's Network Security & Privacy Liability is a "Claims-Made" policy, Contractor shall agree to the following:

- A. The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

8. Technology Errors & Omissions

Minimum limits and coverage

\$1,000,000 per claims-made; \$1,000,000 aggregate

Required Endorsements

If Contractor's Technology Errors & Omissions is a "Claims-Made" policy, Contractor shall agree to the following:

- A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

III. ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which Contractor shall provide SOFTWARE MAINTENANCE AND DATABASE HOSTING SERVICES to County, as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. Term of Contract:

This Contract shall commence on November 1, 2025 through and including October 31, 2028, renewable for two (2) additional years upon agreement of both Parties. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties. Any renewal may require Board of Supervisors' approval. County does not have to give a reason if it decides not to renew.

3. 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 11.1 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.

4. Breach of Contract:

The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:

- a. Terminate this Contract immediately for cause, pursuant to the General Terms and Conditions section, Termination paragraph;
- b. Afford 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;
- c. Discontinue payment to Contractor for and during the period in which Contractor is in breach; and
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

5. Civil Rights:

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

6. Conflict of Interest – County Personnel:

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

7. Contractor's Project Manager and Key Personnel:

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld, unless there is a change in employment status or similar situation that requires replacement. Any replacement Project Manager must have the same or similar skills, training and experience as the original Project Manager.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager has the right to require the removal and replacement of Contractor's Project Manager and key personnel from providing services to County under this Contract. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and key personnel. County is not required to provide any additional information, reason or rationale in the event Contractor requires the removal of Contractor's Project Manager and/or key personnel from providing further services under Contract.

8. Contractor's Records:

Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written consent from the DPA.

9. Conditions Affecting Work:

Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents during or prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract and the Contract expressly provides that County assumes the responsibility.

10. Data – Title To:

All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion

or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

11. Default – Re-Procurement Costs:

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources.

12. 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's Project Manager and the County's Project Manager, as specified in Article titled "Notices" below, such matter shall be brought to the attention of County DPA by way of the following process:

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

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

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County does not render a decision within ninety (90) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or terminate Contract for convenience as stated in Paragraph 1.11, Termination.

13. Drug-Free Workplace:

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace;

2. The organization's policy of maintaining a drug-free workplace
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
1. Will receive a copy of the company's drug-free policy statement; and
 2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
1. Contractor has made false certification, or
 2. Contractor violates the certification by failing to carry out the requirements as noted above.

14. Emergency/Declared Disaster Requirements:

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing in this Contract shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the commodities/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the commodities/services from Contractor's supplier(s). Additional profit margin as a result of supplying commodities/services during an emergency or a declared disaster is not permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.

15. Error and Omissions:

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager, prior to submission to County. Contractor agrees that County review is discretionary, and Contractor shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

16. Equal Employment Opportunity:

Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

17. 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.

18. News/Information Release:

Contractor shall not issue any news releases 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 consent of said news releases from County through County's Project Manager.

19. Notices:

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties' Project Managers' 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 four (4) 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.

Contractor:	ImageTrend, LLC
Attn:	Contracts Department
Address:	20855 Kensington Blvd. Lakeville MD 55044-7486
Phone:	952-469-1589
Email:	contracts@imagnetrend.com

County's Project Manager: Health Care Agency	
Attn:	Roland Tabangin, DPA
Address:	405 West 5th Street
Phone:	(714) 834-3181
Email:	rtabangin@ochca.com

cc: County of Orange/HCA Emergency Medical Services	
Attn:	Laurent Repass
Address:	405 W. 5th Street Santa Ana, CA 92701
Phone:	714-834-2964
Email:	lrepass@ochca.com

20. Precedence:

Contract documents consist of this Contract and its attachments. In the event of a conflict between or among 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, and then the attachments.

21. Subcontracting:

No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and the subcontract shall incorporate by reference the terms of this Contract. County shall look to Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet County's approval.

22. Termination – Orderly:

If County terminates this Contract, Contractor may submit to County a termination claim, if applicable, after receipt of the termination notice. Contractor's claim shall be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination and submission of a termination claim, County agrees to pay Contractor for all services satisfactorily performed prior to the effective date of the termination that meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in 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 performance of Contract and transfer all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party. Contractor shall return all County Data to County in the file format specified by County within thirty (30) calendar days, as more fully described in Paragraph IV-16.

In addition, Contractor at its own expense shall erase, destroy, and render unreadable all data in its entirety remaining in Contractor's (including any subcontractor's) possession and any system Contractor directly or indirectly uses or controls, and any copies thereof, but only after County Data has been returned to County. County Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within sixty (60) calendar days of termination or expiration of this Contract. To the extent that any applicable law prevents Contractor from destroying or erasing County Data as set forth herein, Contractor shall retain, in its then current state, all such County Data then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Contract, and perform its obligations under this Paragraph as soon as such law no longer prevents it from doing so.

23. Usage:

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

24. Usage Reports: Intentionally Deleted.**25. Project Manager, County:**

County shall appoint a Project Manager to act as liaison between County and Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of County staff assigned to work with Contractor.

26. Permits and Licenses:

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall

any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

27. Contractor Screening:

Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.

- A. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).
- B. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
- C. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).

28. Debarment:

Contractor certifies that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any state or federal department or agency. County has the right to terminate this Contract for cause pursuant to Paragraph 1.11, Termination, if Contractor is or becomes the subject of any debarment or pending debarment, declared ineligible or voluntary exclusion from participation by any state or federal department or agency.

29. Lobbying:

On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person 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 contract.

30. 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 7920 et seq.

31. Gratuities:

Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations

concerning the performance of the Contract. For breach or violation of this warranty, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any commodities or services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

32. Non-Exclusivity:

Nothing herein shall prevent County from providing for itself or obtaining from any third party, at any time during the term or thereafter, the services, or any type of products or services in any way analogous, similar, or comparable to the services, as applicable, or any other products or services.

33. Reports/Meetings:

Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager shall meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.

34. Ownership of Documents:

County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express prior written consent of County.

35. Promotional/Advertisement:

County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.

36. Publication:

No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered by County or only after County approval.

IV. INFORMATIONTECHNOLOGY ADDITIONAL TERMS AND CONDITIONS

1. Software – Protection

County agrees that all material appropriately marked or identified as proprietary, whether oral or written and furnished hereunder are provided for County's exclusive use for the purposes of this Contract only and shall be held in confidence. All proprietary data shall remain the property of Contractor. County agrees to take all reasonable steps to ensure that such data are not disclosed to others without prior written consent of Contractor. County shall ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed. County agrees that it shall take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed programs and/or optional materials to satisfy its obligations under this Contract with respect to use, copying, modification and protection and security of licensed programs and optional materials. Notwithstanding the foregoing, County's confidentiality and non-disclosure requirements in this Contract are subject to and limited by the California Public Records Act, California Government Code Section 6250 et seq.

2. Software – Maintenance

The correction of any residual errors in any software products which may be discovered by Contractor or by County shall be considered maintenance. Such maintenance shall be performed by Contractor without additional charge for the duration of this Contract. Suspected errors discovered by County in the software products shall be handled by the following procedure:

- a. A listing of the output and a copy of the evidential input data in machine-readable format shall be submitted to Contractor along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error was noted.
- b. Errors in the software product as verified by Contractor shall be corrected by providing a new copy of said software product or a new copy of the affected portions in machine-readable format.

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

3. Software – Documentation

County may utilize ImageTrend University to gain access to all materials related to the software products. ImageTrend University provides a library of resources, including educational videos, manuals, quick guides

and help documents for all ImageTrend products. Online education materials are available to County under this Contract.

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

4. Software – Future Releases

If improvement, upgraded, or enhancement versions of any software product under this Contract are developed by Contractor and are made available to other licensees, they shall be made available to County at County's option, provided such versions are operable on the same computer hardware configuration. Any charge for such upgrade or enhancement shall be no greater than the difference between the price established by Contractor for other licensees and the price specified herein. Should the County not accept an improvement, upgrade, or enhancement release Contractor takes no responsibility on software functionality or support of previous release versions.

5. Software – Acceptance Testing

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

6. County Data

All materials, documents, data, reports, information, or other materials obtained from County data files or any County medium or furnished by or on behalf of County to Contractor in the performance of this Contract or created, generated or modified by County or by Contractor through the performance of this Contract or use of Contractor's system, including all intellectual property rights in or pertaining to the same, ("County Data") is owned solely and exclusively by County and remains at all times the property of County. County Data also includes user identification information and metadata which may contain County Data or from which County Data may be ascertainable. To the extent there is any uncertainty as to whether data constitutes County Data, the data in question shall be treated as County Data. As between the Parties, County owns all right, title, and interest in, and all intellectual property rights in and to, all County Data.

County Data may not be used or copied for direct or indirect use by Contractor, except as required in connection with performance of Contractor's duties under this Contract or as specifically directed by County in writing. Contractor must keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss, and Contractor may not otherwise use, disclose, modify, merge with other data, commercially exploit, make available or make any other use of County Data or take, or refrain from taking, any other action that might, in any manner or form, adversely

affect or jeopardize the integrity, security, or confidentiality of County Data, except as expressly permitted herein or as expressly directed by County in writing. All County Data, including copies, must be promptly returned or delivered to County upon expiration or earlier termination of this Contract pursuant to Paragraph III.22, Termination - Orderly. In addition, within sixty (60) days of County's request, Contractor must provide County a copy of any County Data, reports and other documents or materials created by or obtained from County being held by Contractor under this Contract.

In the event of disaster or catastrophic failure that results in significant County Data loss or extended loss of access to County Data or services, Contractor must notify County by fastest means available and in writing, within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. Contractor must inform County of the scale and quantity of County Data loss, Contractor's intended actions to recover County Data from backups and mitigate any deleterious effect of County Data and services loss, and corrective action Contractor will take to prevent future loss. Contractor must conduct an investigation of the disaster or catastrophic failure and must share the report of the investigation with County. Contractor must cooperate fully with County, its agents and law enforcement related to this failure. During the performance of the Contract, Contractor is responsible for any loss or damage to this material and County Data while it is in Contractor's possession, and any such loss or damage must be restored at the expense of Contractor.

7. Service Level Commitment

Except as otherwise specified in this Contract, from and after the Effective Date, Contractor shall perform the Services at levels that are equal to or better than the Service Level Requirements ("SLR") applicable to such Services as stated in the Service Level Agreement in Attachment A, Scope of Work. Contractor shall be responsible for meeting or exceeding the applicable SLRs even where doing so is dependent on the provision of Services by subcontractors or other non-contractor personnel. Any resources utilized by Contractor pursuant to the terms hereof shall incorporate methods permitting measurement of all performance-related SLRs. Contractor shall measure and compare the actual or observed performance resulting from Contractor's performance of the Services with the SLRs during each month.

8. Compatibility of Resources

Contractor shall ensure that the solution Software, all Services, and all Software, assets, Hardware, Equipment, and other resources and materials (collectively, the "Contractor Resources") that are provided by Contractor to County, otherwise utilized by Contractor, or approved by Contractor for utilization by County, in connection with the use or operation of the solution, or with the providing or receiving of the Services, shall be successfully and fully integrated and interfaced, and shall be compatible, with, all applicable County Software, Services, Systems, items, and other resources (collectively, the "County Resources") that are owned by or leased or licensed to County, or that are provided to County by third party service providers. To the extent that any interfaces need to be developed or modified in order for the Contractor Resources to integrate fully and successfully and be compatible with County Resources, Contractor shall be responsible for the development or modification of such interfaces and for such integration, and all such activities shall be deemed to be Services within the scope of this Contract.

9. Monitoring and Measuring Tools and Processes

Contractor shall implement measurement and monitoring tools, which shall be reviewed and approved by County, and produce the metrics and reports necessary to measure its performance against any of the SLRs. Upon request in connection with an audit, and at no additional charge to County, Contractor shall provide County or its designees with information and access to tools and procedures used to produce such metrics.

10. Service Level Fee Credits

Failure by Contractor to meet the Service Level guarantees will result in the credits stated in Attachment A Scope of Work. The Parties agree that the credits reflect the diminished value of the Services as a result of Contractor failure to provide the Services and, accordingly do not constitute nor shall be construed or interpreted as penalties. Credits shall in no event be the sole and exclusive remedy of County with respect to any failure of Contractor as described in this paragraph. Credits shall be applied to the following invoice. Contractor shall provide a corrective action plan no later than seventy-two (72) hours of identification of performance issues.

11. Disentanglement Process

In the event of expiration of the Term or termination of this Contract, in whole or in part, Contractor will perform disentanglement services to transition responsibility for the provision of Services to a replacement contractor or to County itself ("Disentanglement Services"). The Disentanglement Services shall begin on the expiration date of the Term or termination date of this Contract and, unless the Parties subsequently agree in writing to extend the Term, Contractor shall continue to provide Disentanglement Services, in accordance with this Paragraph IV.11r as County reasonably requests, until the earlier of a Disentanglement satisfactory to County has been completed or twelve (12) months after the expiration of the Term or termination date, as appropriate.

As soon as reasonably practicable after the Disentanglement Services begin, Contractor and County shall develop a plan in good faith that specifies the tasks to be performed by the Parties during disentanglement and the schedule for the performance of such tasks. Unless otherwise agreed by the Parties in writing, such plan shall not in any respect lessen or eliminate Contractor's obligations under this Contract to provide all Disentanglement Services necessary and reasonably requested by County. The plan will be developed, implemented, and concluded with full disentanglement with all due speed, not to exceed twelve (12) months.

The Parties shall cooperate fully with one another, and any replacement contractor, to facilitate a smooth transition of the Services from Contractor to the replacement contractor or County. The Disentanglement Services will be provided to County by Contractor regardless of the reason for termination or expiration. Contractor shall continue to provide the Services during disentanglement in a manner consistent with Contractor's provision and performance of such Services during the period such Services were provided to County hereunder, with no material interruption of the Services and no material adverse impact on the provision of the Services.

All Disentanglement Services performed by Contractor shall be performed by Contractor at no additional cost to County beyond what County would pay for the Services.

12. Software Escrow Agreement

In the event the Contractor develops custom made software, a complete copy of the most current version of the software source code, with internal documentation, shall be placed in an escrow account that will be made available to the Agency. In the event the Contractor provides the Agency with a proprietary software package, the software will be provided to the Agency for the sole purpose of maintaining the license use of Contractor's software at Agency's location at the time of the issuance of the license. In the event the Contractor becomes insolvent, goes out of business or ceases to support the software, Contractor agrees to transfer the rights to the source code, either custom or proprietary, to the Agency in order for the Agency to continue to support the software.

13. Trans-Border Data Flows

Contractor must not transfer any County Data across a country border. Furthermore, Contractor must perform all services required under this Contract within the United States and must not access County Data from outside the United States.

14. Data Location

Except where Contractor obtains County's express prior written consent, the physical location of Contractor's data center where County Data is stored must be within the United States. Any time County Data is relocated within the United States, Contractor must securely dispose of such copies from the former data location and certify in writing to County that such County Data has been disposed of securely. Contractor must comply with all reasonable directions provided by County with respect to the disposal of County Data. Further, should it become necessary in the course of normal operations for Contractor to copy or move County Data to another storage destination on its online system and delete County Data found in the original location, Contractor must preserve and maintain the content and integrity of County Data.

15. No Third-Party Beneficiaries

This Contract is an agreement by and between the Parties and does not: (a) confer any rights upon any of the employees, agents, or contractors, of either Party or upon any other person or entity not a party hereto; or (b) preclude any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

16. Extraction of County Data

During the term of this Contract, County is able to extract County Data from the System without cost at any time. For up to thirty (30) calendar days after termination or expiration of this Contract, cessation of business by Contractor, or any other event preventing Contractor from continuing to perform under this Contract, Contractor must provide County an extract of County Data. Contractor will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMESIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality within five (5) business days of County's request.

The extraction of County Data by Contractor is without cost and not subject to any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor). Contractor cannot withhold County Data or refuse for any reason to promptly return to County all County Data (including copies thereof) requested by County, even if County is then or is alleged to be in breach of

the Contract. As part of Contractor's obligation to provide County Data, Contractor will also provide County any data maps, documentation, software, or other materials necessary for County to use, translate, interpret, extract and convert County Data.

17. Documentation

Contractor must provide to County, at no charge, all documentation, and updated versions thereof, including but not limited to manuals and other printed materials, necessary or useful to County in its use or access of Contractor's system. Contractor agrees that County may reproduce such documentation for its own use. County agrees to include Contractor's copyright notice on any such documentation reproduced in accordance with any copyright instructions provided by Contractor.

18. Discovery

Contractor shall promptly notify County upon receipt of any requests which in any way might reasonably require access to County Data to which Contractor or any third party hosting service of Contractor may have access or to County's use of Contractor's services. Contractor shall notify County by the fastest means available and also in writing, with additional notification provided to the County's Project Manager or designee, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying County, unless prohibited by law from providing such notification. Contractor must provide its intended responses to County with adequate time for County to review, revise, and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at County unless authorized in writing to do so by County.

V. INFORMATION TECHNOLOGY SECURITY PROVISIONS

All contractors with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to (i) ensure the confidentiality, integrity, and availability of all County Data and any other confidential information that Contractor receives, stores, maintains, processes, transmits, or otherwise accesses in connection with the provision of the contracted services, (ii) protect against any threats or hazards to the security or integrity of County Data, systems, or other confidential information, (iii) protect against unauthorized access, use, or disclosure of personal or County confidential information, (iv) maintain reasonable procedures to prevent, detect, respond, and provide notification to County regarding any internal or external security breaches, (v) ensure the return or appropriate disposal of personal information or other confidential information upon contract conclusion (or per retention standards set forth in the Contract), and (vi) ensure that any subcontractor(s)/agent(s) that receives, stores, maintains, processes, transmits, or otherwise accesses County Data and/or system(s) is in compliance with statements and the provisions of statements and services herein.

- A. This County of Orange Information Technology Security Provisions document provides a high-level guide for contractors to understand the resiliency and cybersecurity expectations of the County. County of Orange Security Guidelines follow the latest National Institute of Standards and Technology (NIST) 800-53 framework to ensure the highest levels of operational resiliency and cybersecurity. Contractor, Contractor personnel, Contractor's subcontractors, any person performing work on behalf of Contractor, and all other agents and representatives of Contractor will, at all times, comply with and abide by all County of Orange Information Technology Security Provisions ("Security Provisions") that pertain to Contractor in connection with the Services performed by Contractor as set forth in the scope of work of this Contract. Any violations of the Security Provisions shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this Contract. Such Security Provisions include, but are not limited to, County of Orange Information Technology Security Guidelines, as applicable, and the Business Associate Contract. Contractor shall use industry best practices and methods with regard to confidentiality, integrity, availability, and the prevention, detection, response, and elimination of threat, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County Data and/or system(s) accessed in the performance of Services under this Contract.
- B. Contractor shall implement and maintain a written information security program that contains reasonable and appropriate security measures designed to safeguard the confidentiality, integrity, availability, and resiliency of County Data and/or system(s). Contractor shall review and update its information security program in accordance with contractual, legal, and regulatory requirements. Contractor shall provide to County a copy of the organization's information policies.
- C. Information Access-Intentionally Deleted.
- D. Data Security Requirements: Without limiting Contractor's obligation of confidentiality as further described in this Contract, Contractor must establish, maintain, and enforce a data privacy program and an information and cyber security program, including safety, physical, and technical security and resiliency policies and procedures, that comply with the requirements set forth in this Contract

and, to the extent such programs are consistent with and not less protective than the requirements set forth in this Contract and are at least equal to applicable best industry practices and standards. Contractor also shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data. Contractor personnel and/or subcontractor personnel and affiliates approved by County to perform work under this Contract may use or disclose County personal and confidential information only as permitted in this Contract. Any other use or disclosure requires express approval in writing by County of Orange. No Contractor personnel and/or subcontractor personnel or affiliate shall duplicate, disseminate, market, sell, or disclose County personal and confidential information except as allowed in this Contract. Contractor personnel and/or subcontractor personnel or affiliate who access, disclose, market, sell, or use County personal and confidential information in a manner or for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes. Contractor shall take all reasonable measures to secure and defend all locations, equipment, systems, and other materials and facilities employed in connection with the Services against hackers and others who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use Contractor systems or the information found therein; and prevent County data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access to any of County data. Contractor shall also continuously monitor its systems for potential areas where security could be breached. In no case shall the safeguards of Contractor's data privacy and information and cyber security program be less stringent than the safeguards used by County. Without limiting any other audit rights of County, County shall have the right to review Contractor's data privacy and information and cyber security program prior to commencement of Services and from time to time during the term of this Contract. All data belongs to County and shall be destroyed or returned at the end of the contract via digital wiping, degaussing, or physical shredding as directed by County.

- E. Enhanced Security Measures: County may, in its discretion, designate certain areas, facilities, or solution systems as ones that require a higher level of security and access control. County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth, in reasonable detail, the enhanced security or access-control procedures, measures, or requirements that Contractor shall implement and enforce, as well as the date on which such procedures and measures shall take effect.
- F. General Security Standards: Contractor is solely responsible for the information technology infrastructure, including, software, databases, electronic systems (including database management systems, , auditing, and monitoring systems) and County Data or otherwise in connection with the Services and shall prevent unauthorized access to County resources (including County systems) or County Data through the Contractor Systems.
 - 1. **Contractor System(s) and Security:** At all times during the contract term, Contractor shall maintain a level of security with regard to the Contractor Systems, that in all events is at least as secure as the levels of security that are common and prevalent in the industry and in

accordance with industry best practices. Contractor shall maintain all appropriate administrative, physical, technical, and procedural safeguards to secure County data from data breach, protect County data and the Services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, disabling devices, malware, and other forms of malicious and inadvertent acts that can disrupt County's access and use of County data and the Services.

2. Contractor and the use of Email : Intentionally Deleted.

- G. Security Failures: Any failure by Contractor to meet the requirements of this Contract with respect to the security of County Data, including any related backup, disaster recovery, or other policies, practices or procedures, and any breach or violation by Contractor or its subcontractors or affiliates, or their employees or agents, of any of the foregoing, shall be deemed a material breach of this Contract and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.
- H. Security Breach Notification: In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, availability, confidentiality, and/or integrity of County Data or the physical, technical, administrative, or organizational safeguards required under this Contract that relate to the security, availability, confidentiality, and/or integrity of County data, Contractor shall, at its own expense, (1) immediately (or within 48 hours of potential or suspected breach), notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence; (2) perform a root cause analysis of the actual, potential, or suspected breach; (3) provide a remediation plan within thirty (30) calendar days of verified breach, to address the occurrence of the breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data, and information have been affected by such event; and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, forensics, investigative evidence, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence. County shall make the final decision on notifying County officials, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification and related costs incurred by County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications. In the case of a breach, Contractor shall provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than

twelve (12) months following the date of notification to such individuals. Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against any and all claims, including reasonable attorney's fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence. Notification shall be sent to:

David Castellanos

Information Security Officer

400 Civic Center Dr. Santa Ana, CA 92701

Office: (714) 834-3433

E-Mail: dcastellanos@ochca.comSecurityIncidents@ochca.com

Linda Le, CHPC, CHC, CHP

County Privacy Officer

1501E. St. Andrews Place, 2nd Fl.

Santa Ana, CA 92705

Office: (714) 834-4082

E-mail: linda.le@ceoit.ocgov.com
privacyofficerinbox@ceoit.ocgov.com

- I. Security Audits: Contractor shall maintain complete and accurate records relating to its system and Organization Controls (SOC) Type II audits or equivalent's data protection practices, internal and external audits, and the security of any of County-hosted content, including any confidentiality, integrity, and availability operations (data hosting, backup, disaster recovery, external dependencies management, vulnerability testing, penetration testing, patching, or other related policies, practices, standards, or procedures). Contractor shall inform County of any internal/external security audit or assessment performed on Contractor's operations, information and cyber security program, disaster recovery plan, and prevention, detection, or response protocols that are related to hosted County content, within sixty (60) calendar days of such audit or assessment. Contractor will provide a copy of the audit report to County within thirty (30) calendar days after Contractor's receipt of request for such report(s). Contractor shall reasonably cooperate with all County security reviews and testing, including but not limited to penetration testing of any cloud-based solution provided by Contractor to County under this Contract. Contractor shall implement any required safeguards as identified by County or by any audit of Contractor's data privacy and information/cyber security program. In addition, County has the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type II report requiring remediation as it pertains to the confidentiality, integrity, and availability of County Data. County reserves the right, at its sole discretion, to immediately terminate this Contract or a part thereof without limitation and without liability to County if County reasonably determines Contractor fails or has failed to meet its obligations under this section.
- J. Business Continuity and Disaster Recovery (BCDR):
For the purposes of this section, "Recovery Point Objectives" means the maximum age of files (data and system configurations) that must be recovered from backup storage for normal operations

to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure (establishing the data backup schedule and strategy). “Recovery Time Objectives” means the maximum duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a loss of functionality. Contractor shall maintain a comprehensive risk management program focused on managing risks to County operations and data, including mitigation of the likelihood and impact of an adverse event occurring that would negatively affect contracted services and operations of the County. Business continuity management will enable Contractor to identify and minimize disruptive risks and restore and recover hosted County business-critical services and/or data within the agreed terms following an adverse event or other major business disruptions. Recovery and timeframes may be impacted when events or disruptions are related to dependencies on third-parties. County and Contractor will agree on Recovery Point Objectives and Recovery Time Objectives (as needed) and will periodically review these objectives. Any disruption to services of system will be communicated to County within 4 hours, and every effort shall be undertaken to restore contracted services, data, operations, security, and functionality. All data and/or systems and technology provided by Contractor internally and through third-party vendors shall have resiliency and redundancy capabilities to achieve high availability and data recoverability. Contractor Systems shall be designed, where practical and possible, to ensure continuity of service(s) in the event of a disruption or outage.


VI. SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-25010171 the date set forth opposite their signatures. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

ImageTrend, LLC.

Joseph T. Graw

Print Name


Joseph T. Graw (Jan 23, 2025 12:03 CST)

Signature

CGO


Title

01/23/2025

Date

Jon Sachs

Print Name


Jon Sachs (Jan 23, 2025 10:45 MST)

Signature

CFO

Title

01/23/2025

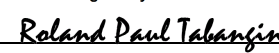
Date

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

Purchasing Agent/Designee Authorized Signature:

Roland Paul Tabangin

Print Name

DocuSigned by:

Roland Paul Tabangin
DFC5210F9D794C8...

Signature

Deputy Purchasing Agent

Title

3/19/2025

Date

Approved as to Form

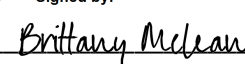
Office of the County Counsel

County of Orange, California

Brittany McLean

County Counsel Deputy

Signed by:


71CFE638662E411...

1/23/2025

Date

VII. ATTACHMENT A - SCOPE OF WORK

1. Introduction

Contractor shall continue to provide support and database hosting for the existing software modules listed in this Attachment A for the fee listed in Attachment B. With respect to the software modules hosted by Contractor using the Software as a Service (SaaS) model, Contractor is committed to offering exceptional levels of service to its customers. The Service Level Agreement (“SLA”) in this Attachment A guarantees County’s website or application’s availability, reliability, and performance. This SLA applies to any site or application hosted on Contractor’s network.

2. Project Scope

A. Software Modules

County holds perpetual software licenses for each of the following software modules that County previously purchased from Contractor.

- **Elite EMS:** An electronic health record (EHR) system for EMS providers for viewing and managing patient care reports (PCR); including 9-1-1 dispatch integrations for Metro Cities Fire Dispatch and the regional Computer Aided Dispatch (CAD) CAD-to-CAD network which supports integrations with Orange County Fire Authority (OCFA) and several other 9-1-1 EMS providers.
- **Elite Field:** Web-based software that is utilized by Emergency Medical Services (EMS) first responders and ambulance personnel to create and post patient care reports (PCR) to document EMS patient care and transportation. Including added capabilities for documentation Critical Care Ambulance Transports.
- **Patient Registry:** Module used for data collection and reporting of specialty care (Trauma, Stroke, Cardiac) patient outcomes.
- **License Management System:** Online system that allows for the receipt and processing of applications from EMTs, paramedics, nurses, ambulance providers, hospitals and training programs. System is integrated with County approved payment processing gateway (Authorize.net) for application fee payments.
- **Hospital Hub:** Online system to allow receiving emergency departments (ED) to view and access PDF copies of PCRs posted by EMS providers and manually provide Hospital Discharge Data Summaries (HDDS).
- **Health Information Hub:** Modules for establishment and ongoing management of Interoperable links between Elite EMS and receiving hospitals for Bi-Directional Data Exchange.

- **Report Writer / Data Mart:** Modules for accessing comprehensive reports and/or aggregate data based on either of the modules described above. Includes manually generated charts, graphs, and maps based on the data available.

County has purchased a right to access the following software modules under the Software as a Service (SaaS) model pursuant to the terms and conditions of this Contract:

- **Continuum:** Module for reporting and targeted alerts to allow for monitoring the Orange County EMS system in real time, including Ambulance Patient Offload Time (APOT) gauges, California Core Measures dashboards, and Bi-Directional Data Exchange monitoring.

B. Service Level Agreement

Contractor is committed in providing an exceptional level of customer support. Contractor's servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.730.3255) and email (www.imagetrend.com/support) as posted on Contractor's website. Contractor works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	<ul style="list-style-type: none"> - Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software 	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	<ul style="list-style-type: none"> - Minor subsystem failure -Data entry or access impaired on a limited basis. 	Within four (4) hours of initial notification	24 Business hours
Low	<ul style="list-style-type: none"> - User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local County contact as a first level of response for resolution 	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

C. Data Protection

Contractor takes data privacy and cybersecurity very seriously. Contractor utilizes compliant and industry recognized best practices to ensure data security and does not use or make available any personally identifiable information to third parties without County consent or as required by law. Contractor's handling of information on behalf of County is subject to federal, state, or local laws, rules, regulation and restrictions regarding the privacy of consumer information. Contractor must comply with all such laws, rules, regulations and restrictions at its sole cost and expense.

D. Suspension of Service

Contractor reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full-service delivery will be restored within 48 hours from the date and time that payment is received.

E. Availability

Contractor is fully committed to providing quality service to all customers. To support this commitment, Contractor offers the following commitments related to application server Availability:

Availability Objective: Contractor will provide 99.5% Availability (as defined below) for the ImageTrend network services within Contractor's Immediate Control. For purposes, hereof, "Availability" or "Available" means the Contractor Services are available for access and use through the Internet.

"Immediate Control" includes Contractor's network services within the Contractor data center which extends to, includes, and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in Contractor's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a) Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of County or a third-party entity (or any of their vendors or service providers) and County's or a third-party entity's network services or end-user hardware.
- b) Acts or omissions of County, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the Contractor Services at the request of County.
- c) Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties not provided on behalf of Contractor.
- d) Delays or failures due to circumstances beyond Contractor's reasonable control that could not be avoided by its exercise of due care.
- e) Any outage, network unavailability or downtime outside the Contractor data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in each calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: Contractor conducts scheduled maintenance, as necessary, the last Wednesday of every month. Contractor will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. Contractor may change the regularly scheduled maintenance window from time to time at Contractor's discretion upon reasonable notice to County.

Service Disruption: Upon County's written notice to Contractor, if Availability for the month is below the guaranteed level, Contractor will issue a credit to County in accordance with the schedule below:

Availability:	99.0% - 99.5% = 5% of monthly hosting fee credited
	95.0% - 98.99% = 10% of monthly hosting fee credited
	90.0% - 94.99% = 15% of monthly hosting fee credited
	89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

Contractor maintains precise and objective Availability metrics, which shall be determinative when calculating any County requested credit. Contractor maintained Availability metrics shall only be requested in good faith to address material County concerns. To receive a credit, County must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

F. General

Contractor reserves the right to change or modify this SLA and the related services being provided to the extent it benefits County, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein and shall not result in an increase in charges to County or decrease in Contractor's obligations set forth in this Contract.

No material adjustments made to the Scope of Work will be authorized without prior written approval of County via an amendment. Non-material adjustments may be made with the written approval of County assigned DPA.

VIII. ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation:

This is a firm fixed fee Contract between County and Contractor for Service Description as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by County Board of Supervisors.**

2. Fees and Charges:

- A. County will pay the fees and charges in accordance with the provisions of this Contract.
Payment shall be as follows:

Line Item	Term	Cost per Year	Extended
ImageTrend Elite EMS Annual Support	3	\$ 25,777.66	\$ 77,332.98
ImageTrend Elite Field Annual Support	3	\$ 14,966.72	\$ 44,900.16
Visual Informatics (EMS and Trauma Cubes) Annual Support	3	\$ 7,982.58	\$ 23,947.74
CAD Integration (2 Count) Annual Support \$1385.87 per license (OCFA / MetroNet)	3	\$ 3,326.09	\$ 9,978.27
MARS (Mapping) Annual Transactional Fee	3	\$ 3,326.08	\$ 9,978.24
AIS Codes for Patient Registry	3	\$ 840.00	\$ 2,520.00
NEMSIS Auto Export Annual Support Fee	3	\$ 498.91	\$ 1,496.73
Critical Care Annual Support	3	\$ 4,156.67	\$ 12,470.01
Patient Registry System (Trauma, STEMI, Stroke Categories) Annual Support	3	\$ 23,698.30	\$ 71,094.90
License Management System Annual Support	3	\$ 15,175.22	\$ 45,525.66
ImageTrend Health Information Hub (HIH) and Integrations Annual Support (Bi-Directional Data Exchange and Account Advisor, Level 1)	3	\$ 101,558.16	\$ 304,674.48
VaultTM Records with Attachments	3	\$ 6,000.00	\$ 18,000.00
Annual Support Total		\$ 207,306.39	\$ 621,919.17
ImageTrend Elite EMS Annual Hosting	3	\$ 14,945.58	\$ 44,836.74

Patient Registry System (Trauma, STEMI, Stroke Categories) Annual Hosting	3	\$ 7,675.56	\$ 23,026.68
License Management System Annual Hosting	3	\$ 30,000.00	\$ 90,000.00
Maintenance costs to cover insurance requirements	3	\$ 600.00	\$ 1,800.00
Hospital Hub Annual Hosting	3	\$ -	\$ -
Continuum SaaS Fee (EMS, CA Core Measures, Patient Reg, COMPASS Reports, HIH/HIE)	3	\$ 94,800.00	\$ 284,400.00
ImageTrend HIH and Integrations Annual Hosting with Hospital Hub (no POLST)	3	\$ 16,057.44	\$ 48,172.32
Annual Hosting Total		\$ 164,078.58	\$ 492,235.74
System Total Cost		\$ 371,384.97	\$ 1,114,154.91

B. Total Contract amount not to exceed: \$1,114,155.00.

Approval by the Board of Supervisors is required for all service contract contracts where for any year of the contract, the annual value to any one contractor exceeds \$200,000

Approval by the Board of Supervisors is required for all service contracts where the total contract value exceeds or is anticipated to exceed \$1,000,000 when all contract years are taken into consideration for multi-year contracts.

3. Price Increase/Decreases:

No price increases will be considered during the first year/term of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30) calendar days advance notice in writing is required for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit is not allowed.

4. Firm Discount and Pricing Structure:

Contractor guarantees that prices in this Contract are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

5. Contractor's Expense:

Contractor is responsible for all costs related to photo copying, telephone communications, fax communications, travel, and any and all "out of pocket" expenses incurred by Contractor while on County sites during the performance of work and services under this Contract. Contractor is responsible for payment of all parking costs and expenses incurred at a County facility while performing work under this

Contract, except to the extent the County facility has free parking available to the public and Contractor makes appropriate use of this free parking. However, County will at no point provide free parking to Contractor in the County Civic Center.

6. Payment Terms – Payment in Advance:

Invoices are to be submitted annually in advance of services provided to the address specified below. Payment will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to County of Orange. Invoices shall be verified and approved by County and subject to routine processing requirements.

Should the Contract be terminated prior to the expiration date, Contractor shall promptly refund to County one twelfth (1/12) of the Annual Maintenance Fees paid in advance for the terminated services for each month remaining in the Contract period which shall be computed based upon the date of written notice of termination.

Payments made by County shall not preclude the right of 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 commodities or services.

7. Taxpayer ID Number:

Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. Payment – Invoicing Instructions:

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

- a. Contractor's name and address
- b. Contractor's remittance address
- c. Contractor's Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/service address
- f. Master Agreement (MA) or Purchase Order (PO) number
- g. Agency/Department's Account Number, if applicable
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation are to be forwarded to:

Orange County, Health Care Agency

Accounts Payables
P.O. Box 689,
Santa Ana CA 92702
or email to HCAAP@ochca.com .

9. Payment (Electronic Funds Transfer (EFT):

County offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

IX. ATTACHMENT C - PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by County or California Department of Health Care Services (DHCS), received by CONTRACTOR from County or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.

5. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

B. TERMS OF AGREEMENT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of County pursuant to the terms of the Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the COUNTY.

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

a) Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

b) Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its current policies upon request .

c) Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS PI and PII. These steps shall include, at a minimum:

i. ~~Complying with all of the data system security precautions listed in Paragraph E of the Business Associate Contract, Attachment C to the Agreement; and~~

ii. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

iii. If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment C to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

d) Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e) CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f) Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g) Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist County to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI,

production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

h) Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Attachment D to the Agreement.

i) Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY.

**X. ATTACHMENT D- SECURITY REQUIREMENTS AND GUIDELINES FOR
VENDORS AND APPLICATION SERVICE PROVIDERS**

County of Orange
Health Care Agency



05/2024

I. Overview

Security Requirements and Guidelines for Application Vendors and Application Service Providers

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

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

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

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

II. General Security Requirements

- The application/system must meet the general security standards based upon ISO 17799 – Code of Practice for Information Security and ISO 27799 – Security Management in Health Using ISO 17799.
- The application must run on an operating system that is consistently and currently supported by the operating systems vendor. Applications under maintenance are expected to always be current in regards to the current version of the relevant operating system.
- For applications hosted by OCHCA, OCHCA will routinely apply patches to both the operating system and subsystems as updated releases are available from the operating system vendor and or any third-party vendors. The vendors must keep their software current and compatible with such updated releases in order for the application to operate in this environment.
- Vendors must provide timely updates to address any applicable security vulnerabilities found in the application.

- OCHCA utilizes a variety of proactive, generally available, monitoring tools to assess and manage the health and performance of the application server, network connectivity, power etc. The application must function appropriately while the monitoring tools are actively running.
- All application services must run as a true service and not require a user to be logged into the application for these services to continue to be active. OCHCA will provide an account with the appropriate security level to logon as a service, and an account with the appropriate administrative rights to administer the application. The account password must periodically expire, as per OCHCA policies and procedures.
- In order for the application to run on OCHCA server and network resources, the application must not require the end users to have administrative rights on the server or subsystems.

III. Encryption

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

IV. Network Application Documentation

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

V. Access Management

- Where possible, access to applications should authenticate through Active Directory or Azure. In addition, the AD or Azure authentication should occur through single sign-on.

- Any external-facing (internet facing) OR any system containing sensitive information (PHI/PII) system must use multi-factor authentication using a software or hardware token.
- Application/system must control access to and within the system at multiple levels (e.g. per user, per user role, per area, per section of the chart) through a consistent mechanism of identification and authentication of all users in accordance with the 'Role Based Access Control' (RBAC) standard.
- Application/system must support measures to define, attach, modify and remove access rights for all classes of users.
- Application/system must support measures to enable and restrict access to the whole and/or sections of the technology solution in accordance with prevailing consent and access rules.
- Application must have the ability to create unique user accounts.
- Application hosted by OCHCA must integrate with directory services for single sign-on functionality.
- Application must support session timeouts or automatic logoff after 20 minutes of inactivity.
- The application must provide functionality to automatically disable or lock accounts after 60 days of inactivity.
- All web applications accessible over the internet must have multi-factor authentication.

VI. Password Management

- Application must support password management measures including but not limited to password expiration, account lockout and complex passwords.
- Passwords expiration must be set to 90 days and the system must prevent the use of the previous 12 passwords.
- Accounts must be locked after five unsuccessful login attempts.
- The password must be at least 12 characters in length and a combination of letters, numbers, and special characters. Passwords shall satisfy the following complexity rule:
 - ◆ Passwords will contain a minimum of one upper case letter
 - ◆ Passwords will contain a minimum of one lower case letter
 - ◆ Passwords will contain a minimum of one number: 1-0
 - ◆ Passwords will contain a minimum of one symbol: !, @, #, \$, %, ^, &, *, (,)
 - ◆ Password characters will not be sequential (Do not use: ABCD , This is ok: ACDB)
 - ◆ Passwords characters will not be repeated in a row (Do not use: P@\$\$\$. This is ok: P@\$\$S\$)
- **COMPLEX PASSWORD EXAMPLE: P@\$\$WoRd1344**

VII. Audit Capabilities

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

- Application must support the identification of the nature of each access and/or modification through the use of logging.
- Application must employ audit capabilities to sufficiently track details that can establish accountability for each step or task taken in a clinical or operational process.
- All audit logs must be protected from human alteration.
- Access to logs must be limited to authorized users.
- The application must employ basic query tools and reports to easily search logs.
- OCHCA record retention policies must be followed. [Currently OCHCA requires that this period be at least six years from the time the record was initiated.](#)
- Logging and auditing functionality must include the following:
 - ◆ Record of who did what to which object, when and on which system.
 - ◆ Successful/unsuccessful log-in and log-out of users.
 - ◆ Add, modify and delete actions on data/files/objects.
 - ◆ Read/view actions on data classified as restricted/confidential.
 - ◆ Changes to user accounts or privileges (creation, modification, deletion).
 - ◆ Switching to another users access or privileges after logging in (if applicable).

VIII. Protection from Malicious Code

- For cloud hosted solutions, vendors must utilize antivirus/antispyware software on servers and monitor to prevent malicious code which may lead to a compromise of OCHCA's data.
- For local hosted solutions, vendors must ensure that the application appropriately supports the use of antivirus/antispyware software.

IX. Remote Support Functionality

- Provider must conform to OCHCA Vendor Remote Access Policy.

X. HCA Data Usage

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

XI. Staff Verification

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

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

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

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

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

XII. Cloud Solutions

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

- **SSAE 18.** SSAE 18 SOC 2 Type 2 compliance certificate
- **Network Intrusion Detection and Prevention.** All systems that are accessible via the internet must actively use a network based intrusion detection and prevention solution.
- **Workstation/Laptop Encryption.** All workstations, laptops and mobile devices that process and/or store OCHCA data must be encrypted using full disk encryption that uses a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- **Jurisdiction and Location of OCHCA Data.** To protect against seizure and improper use by non-United States (US) persons and government entities, all data /

information stored and processed for OCHCA must reside in a facility under the legal jurisdiction of the US.

- **Patch Management.** All workstations, laptops, and other systems that access, process and/or store OCHCA data must have appropriate security patches installed. Application Service Providers must utilize a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a minimum, all applicable patches must be installed within 30 days of vendor release.
- **Application Access.** All systems accessible via the internet must employ security controls to prevent access to the application via an asset not approved or owned by the county.
- **Risk Assessment.** Application Service Providers hosting data for HIPAA covered services must conduct an accurate and thorough Risk Assessment as required by HIPAA Security Rule, Security Management (§ 64.308(a)(1)). Further, they must follow the risk assessment methodology, based on the latest version of NIST SP 800-30 (http://csrc.nist.gov/publications/nistpubs/800-30-rev1/sp800_30_r1.pdf). Upon request, the Risk Assessment findings and remediation strategy must be shared with OCHCA.
- **NIST.** To ensure compliance with HIPAA, Application Service Providers shall implement appropriate security safeguards by following National Institute of Standards and Technology (NIST) guidelines.
- **SSO.** All cloud hosted applications will integrate with County Azure Active Directory for single sign-on and the provisioning and deprovisioning of accounts.
- **MFA.** All cloud hosted applications that are accessible over the Internet must support Multi Factor Authentication.

XIII. Policies

Vendors must have formal, published IT security policies that address how they manage and maintain the internal security posture of their own or sub-contracted infrastructure. The vendor 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.

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

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

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

- Bear the cost of compliance for any required changes to security infrastructure, policies and procedures to comply with existing regulations, unless such change is unique to the County.
- Comply with reasonable requests by the County for audits of security measures, including those related to identification and password administration.

- Comply with reasonable requests by the County for onsite physical inspections of the location from which the vendor provides services.
- Provide the County with any annual audit summaries and certifications, including but not limited to HIPAA, HITRUST, ISO or SOC audits, as applicable.
- Designate a single point of contact to facilitate all IT security activities related to services provided to the County, with the allowance of appropriate backups. Such contact(s) must be available on a 7/24/365 basis.

XIV. Business Continuity / Disaster Recovery Plans

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

XV. Backup and Restore

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

XVI. IT Physical Security and Access Control

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

Vendor employees are expected to:

- Comply with facility access procedures, using procedures such as sign-in/sign-out requirements and use of assigned ID badges.
- Scan ID badges, where applicable, at any secure door and/or entrance and exit gates, including any door or gate that may already be open.

- Refrain from using recordable media in conjunction with County-owned equipment.
- Comply with check-in/check-out requirements for materials and/or equipment.
- Adhere to the facility's established emergency, safety and evacuation procedures.
- Report any unsafe conditions to the facility's safety representative.
- Report any access violations or security threats to the facility's local security administrator.

XVII. IT Security Compliance and Training

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

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

At a minimum, the vendor is expected to:

- Ensure that a formal disciplinary process is defined and followed for vendor 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 vendor employees' access to systems used to provide services to the County.

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

At a minimum, the vendor 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.

XVIII. Security Testing Recommendations

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

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

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

- The web application (i.e., the software that interacts with users at their web browsers; typically custom crafted code created by the web development team)
- The web server application (the underlying software that sends and receives information via HTTP and HTTPS, typically off-the-shelf software such as Microsoft's IIS or the open-

source Apache software) ☐ Any separate backend application servers that process information from the web application ☐ The backend database systems that house information associated with the web application.

- Infrastructure diagrams.
- Configuration host review of settings and patch versions, etc.
- Full code review.
- Identification and remediation of well-known web server, code engine, and database vulnerabilities.
- Identification and remediation of any server and application administration flaws and an exploitation attempt of same.
- Analysis of user interface, normal application behavior, and overall application architecture for potential security vulnerabilities.
- Analysis of data communications between the application and databases or other backend systems.
- Manual analyses of all input facilities for unexpected behavior such as SQL injection, arbitrary command execution, and unauthorized data access.
- Analyses of user and group account authentication and authorization controls to determine if they can be bypassed.
- Identification of information leakage across application boundaries, including the capability to enumerate other users' data and "show code" weaknesses that reveal internal application logic.
- Identification of areas where error handling is insufficient or reveals too much sensitive information.
- Identification of opportunities to write to the host file system or execute uploaded files.
- Identification of product sample files, application debugging information, developer accounts or other legacy functionality that allows inappropriate access.
- Determination as to whether or not fraudulent transactions or access can be performed.
- Attempts to view unauthorized data, especially data that should be confidential.

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

XIX. Vendor Deliverables

The following items are to be provided by the vendor:

- OCHCA Security Requirements and Guidelines for Application Vendors and Application Service Providers - Questionnaire
- Business Continuity Plan Summary (as related to service provided)
- SSAE 18 SOC 2 Type 2 or SOC 3 compliance certificate
- Network Diagram that demonstrates vendor network and application segmentation including the security controls in place to protect HCA data
- IT Security Staff Usage Policy
- IT Security Policies and Procedures
- IT Operations Security Policy
- Data Management Security Policy
- Security Incident Notification and Management Process
- Security Contact Identification (24x7x365)
- Staff Related Items
 - o Pre Employment Screening
 - Policy/Procedure o Background Checking
 - Procedure o Ongoing Employment Status
 - Validation Process o Staff Roster and Duties










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