AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-19010519
FOR
EMPLOYEE HEALTH SOFTWARE SOLUTION (EHSS) SYSTEM

This Amendment ("Amendment No. 2") to Contract No. MA-042-19010519 for Employee Health Software Solution (EHSS) System is made and entered into on the date of full execution by the Parties ("Effective Date") between Cority Software, Inc. ("Contractor"), with a place of business at 250 Bloor St E. 9th Fl, Toronto, ON M4M 1E6, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 200 W. Santa Ana Blvd., Ste. 650, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-19010519 for Employee Health Software Solution (EHSS) System, effective January 1, 2019, through December 31, 2021, in an amount not to exceed $380,000 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to renew the Contract for one-year, effective January 1, 2022, through December 31, 2022, in an amount not to exceed $85,000, for a new total amount not to exceed $465,000; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to the Contract to increase the year 4 not to exceed amount by $150,000 to cover consultant/professional services, to replace Attachment A (Scope of Work) with Attachment A-1 (Revised Scope of Work), to replace Attachment C (Compensation and Invoicing) with Attachment C-1 (Revised Compensation and Invoicing), and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

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

1. The Contract's not to exceed amount is increased by $150,000, for a new not to exceed $235,000, effective January 1, 2022, through December 31, 2022, for a new total amount not to exceed $615,000.

2. Attachment A, Scope of Work, of the Contract is deleted in its entirety and replaced with Attachment A-1, Revised Scope of Work, which is incorporated by this reference.

3. Attachment C, Compensation and Invoicing, of the Contract is deleted in its entirety and replaced with Attachment C-1, Revised Compensation and Invoicing, which is incorporated by this reference.

4. The Contract is renewed for a period of one (1) year, effective January 1, 2023, through December 31, 2023, in the amount not to exceed $235,000 for this renewal period, for a new total amount not to exceed $850,000; on the amended terms and conditions.

5. Contractor shall continue to reference invoices with MA-042-19010519 and to forward invoices to Orange County, Health Care Agency, Accounts Payables, P.O. Box 689, Santa

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Ana CA 92702 or via email to hcaap@ochca.com.

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

<u>SIGNATURE PAGE FOLLOWS</u>

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SIGNATURE PAGE

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

Contractor: Cority Software, Inc.

Pablo Neiman	Chief Customer Officer
Print Name	Title
(signature)	Jul 15, 2022
Signature	Date

Print Name	Title
Signature	Date

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

Purchasing Agent/Designee Authorized Signature:

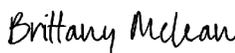|	Deputy Purchasing Agent
Print Name	Title
Signature	Date

Approved as to Form
Office of the County Counsel
County of Orange, California

DocuSigned by:

Brittany McLean	_Brittany McLean_	7/18/2022
County Counsel	9713A4061D4343D...	
	Signature	Date

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ATTACHMENT A-1

REVISED SCOPE OF WORK

A. BACKGROUND

The Orange County Employee Health Services (EHS) department provides an array of services to help ensure that all Orange County (OC) employees are as fit and healthy as possible to perform their assigned tasks effectively and without risk to their own or other's health and safety. The Orange County work force consist of approximately 18,000 people in over 20 Agencies. The Agencies include but are not limited to the OC Sheriff's Department, John Wayne Airport, OC Waste and Recycling, Social Services, Health Care Agency, Probation, and District Attorney.

This Contract is a combined software and service contract for software development, technical project management, and staff training for HCA staff to include EHS and multiple agency HR Recruitment teams, including CEO HR.

The primary services provided by EHS includes:
- Pre-placement physical examinations
- Medical surveillance examinations such as Scuba, HazMat, DMV and Lead
    - All on various 1-year, 2-year, or 3-year cycles
- Fitness for Duty Evaluations
- Vaccine administration
- Tuberculosis skin testing
- Blood-borne pathogen (BBP) exposure follow up
- Airborne transmissible disease (ATD) exposure follow up
- Hearing surveillance follow up

The business need of this project is to implement a fully Electronic Health Software Solution (EHSS) that provides EHS with the ability to enter and retrieve employee health information, create reports for purposes of data collection, data analysis, quality assurance and program evaluation tools. Additional business needs include the ability to create, customize and utilize platforms and automated systems to monitor and surveil employees with high risk occupations and in accordance and compliance with regulatory agency statutes and local and state health mandates. The ability to adapt to frequently changing regulations and new standards requires on-going platform changes, adaptive programming, new functionality, training, systems integration with other systems or data sets.

B. OBJECTIVE

Implement a scalable Occupational Health Management System (OHMS) that will allow EHS to conduct its business efficiently and effectively, adapting to new regulatory requirements for the employer and the changing landscape of healthcare.

C. SYSTEM COMPONENTS

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Below are the components that make up HCA-EHS

1. Pre-placement Examinations (PPE)

   Required of applicants prior to employment with County. The extent of physical exam is based upon job title and medical standards identified by central Human Resources.

2. Tuberculosis Testing

   Provided to high-risk applicants and employees per legal mandate, to employees identified by the TB Controller with a potential occupational TB exposure incident, and to employees identified by the department/agency to be at risk for occupational TB exposure.

3. Communicable Disease Exposure (CDE) Examination

   Provided to employees exposed to airborne or Blood-borne pathogen communicable diseases in the course of their duties. Treatment may be provided by EHS, a Worker's Compensation provider, or the employee's primary physician.

4. Fitness for Duty Evaluations

   When requested by County Agency Human Resources representative or other designee, provide appropriate referral for Fitness for Duty Evaluation to determine the employee's fitness to perform their work duties.

5. Vaccine Administration

   Provided to applicants and employees identified by their job title, or California Code of Regulations Title 8, Section 5193, or communicable disease exposure notification. Vaccinations may be provided by EHS or the County's contracted provider.

6. Medical Surveillance Examinations

   Provided to applicants and employees whose job duties require additional screening for hazardous materials, asbestos, SCUBA, respirator, lead, Federal Aviation Administration (FAA), Hazardous Device School (HDS), Crane Operator, Department of Motor Vehicle (DMV), Hearing Conservation Medical Surveillance (HCMS), and public health (PH) on a baseline, periodic (biennial), annual, and exit exam basis.

7. Appointment Scheduling

   EHS schedules appointments for all applicant and employee examinations completed by EHS and County's contract provider.

8. Medical Consultations

   Provided to County agencies and departments on occupational health matters.

9. Billing

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EHS tracks the number and type of examination services, and reconciles those services to the costs, and bills County agencies accordingly.

10. Reports

EHS runs various pre-defined and ad-hoc reports on examination services and costs, and provides the information to County agencies.

D. EMPLOYEE HEALTH SOFTWARE SOLUTION (EHSS)

Contractor's system shall be housed at a County-approved, secure data center. The System shall satisfy all HCA Information Technology (IT) security requirements as set forth in Attachment E, OCHCA Security Requirements and Guidelines for Application Vendors and Application Service Providers.

The system shall:

1. Allow data input of demographic information of applicants from both EHS and other County Human Resources (HR) staff.

2. Provide the ability to support an incoming data interface from external systems. Such systems contain employee demographic data which shall update the EHSS on a periodic basis.

3. Include a billing module to track the number and type of services performed, and have the ability to reconcile the cost of the services provided against the cost of services requested so that County agencies can be billed appropriately. Module shall include a table that contains a list of services and corresponding costs, which EHS shall have the ability to modify.

4. Include a report module that quickly and accurately compiles and pulls results from its database to create ad-hoc on-demand reports and to run pre-defined reports.

5. Be compliant with Occupational Health Management System (OHMS) industry standards and practices, including but not limited to recording, tracking, and storing of PHI information; and be scalable to meet evolving OHMS industry requirements.

6. Be user-friendly for easy data entry, maintenance, and management of all services.

E. SCOPE OF PROJECT

Contractor shall develop and implement a System that follows OHMS industry-acceptable guidelines and best-practices, wherever possible:

1. Data and Documentation

   a. Contractor shall provide user manuals and database schema.

   b. Contractor shall provide System documentation during initial roll-out and subsequent updates.

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2. Contractor's System shall have the capability to:

   a. Capture extensive demographic information and document, view, and retrieve health-related information of employees based on user role and permissions.

   b. Utilize software to reconcile billing for services provided.

   a. Access the System in the field utilizing mobile devices.

   b. Provide administrative level access as well as the ability for all employees to have portal view access.

3. Implementation, Initial Database Setup, Customization

   a. Contractor shall develop, maintain and configure all assessments and database field customizations for the application.

   c. Contractor shall establish all assessments and database field customizations for all applications that will interface with the EHSS. Contractor shall also provide the setup, configuration and maintenance of data collection and reporting for the system.

4. Data Migration and Conversion Requirements

   a. Contractor shall be required to migrate all data from the current EHSS to the proposed Contractor's System. Contractor and County will discuss best strategy required for converting and importing the current paper based charts into the proposed contractor System.

5. Technical Specifications

   1. Internet Browsers

      Contractor's System shall support the following Internet browsers, and maintain capability with all future releases of each browser.

   a. Microsoft Internet Explorer 11 or later.

   b. Google Chrome 50 or later.

   c. All mobile platform browsers.

   2. Mobility Requirements

      Be device agnostic, i.e., application performance shall be identical whether the end user is connecting from a desktop versus a tablet or mobile device.

      Menus and forms shall (i) scale to display appropriately on any device, regardless of screen resolution, aspect ratio, or orientation, (ii) be designed for optimal performance over slower or unreliable connections, e.g., VPN, satellite or burst wireless connections, Wi-Fi, or a tethered Internet connection, and (iii) be designed with touch

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interaction as the primary expected input method through the use of drop-down lists, on/off switches, and context-specific fields.

Provide alternate points of entry depending on the end user's device, e.g., mobile application for tablets, iPads and smart phones versus a full featured application for workstations and laptops.

6. License Usage Agreement

a. Contractor shall provide the agreed number of administrative licenses to County set forth in Attachment C-1. Such licenses are subject to the terms of this Contract and any other provision or other 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 goods 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.

b. Contractor shall provide the agreed number of end user Portal licenses to County set forth in Attachment C-1.

c. County's end users shall only use the application for the purpose intended and authorization for access shall be determined and managed by County. Unauthorized use shall include, but not be limited to (I) using the System to provide data processing services to any unauthorized/third-party persons, (ii) making copies of the System for distribution to third-parties, and (iii) reverse-engineering or decompiling the System for the purpose of designing or developing a System competitive with Contractor's System.

d. Contractor shall provide System support, database access, and all other services described herein to County's end users.

e. County shall be responsible for ensuring that only authorized end users access the System.

f. County shall be responsible for setting up new users and/or agencies (assigning passwords and creating shortcuts, etc.) and ongoing addition and/or deletion of new and/or existing users.

g. Contract is inclusive of the following to be provided by Contractor:

i) System Maintenance and Programming.

ii) Application Service Provider (ASP) Operations.

iii) User Subscription Licenses.

iv) System Customization Support.

v) Database Administration and Data Backups.

7. Data Ownership

Contractor shall establish and maintain a source code escrow, and County shall have access to the source code in the event of bankruptcy, dissolution, merger or other situation that may impact Contractor's ability to support Contractor's System.

All County data in the System shall remain the property of County. In the event the Contractor undergoes a bankruptcy, dissolution, merger or other situation that may impact Contractor's ability to support Contractor's System, Contractor will export County data from the system in a useable data format approved by County, as well as the data dictionary and all related information to facilitate continued use.

8. Data Extraction

At any time during the term of this Contract, County shall be able to extract County data from the System without cost. Upon termination or expiration of this Contract or cessation of business by Contractor or other event preventing Contractor from continuing to perform under this Contract, Contractor shall, within one (1) business day of County's request, provide County, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the County data in the format specified by County.

Contractor shall not withhold County data or refuse for any reason, to promptly return to County all County data (including copies thereof) if requested to do so on such media as reasonably 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.

9. General System Requirements

a. Ability to create employee groups. These employee groups should have the ability to aid in tracking across multiple agencies and departments.

b. Ability for the EHSS forms to electronically be available for completion and submission by County employees and EHS staff.

c. Employees shall have the ability to access the system and enter data such as medical history or complete a Tuberculosis (TB) questionnaire.

d. Ability for changes/additions to employee records made by EHS staff to be tracked and auditable.

e. Current employee and new job applicant profiles shall include at least the following attributes: first and last name, hire date, previous names, last four (4) digits of the SSN, Employee ID number, date of birth, agency name, agency code, separation date from County, job title, job code, and medical standards.

f. Ability to search by multiple attributes such as first name, last name, date of birth, employee ID#, Social Security number, Agency, etc.

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g. Allow for comments to be entered into free text fields.

h. Support ICD-10 coding.

i. Built-in safeguards for audit protections.

j. Standardized statistical, management and outcome reports.

k. Ability to send automatic email alerts as reminders for appointments.

l. Enable specific attributes to be added to job titles, e.g., exam name and time intervals.

m. Ability for online appointment scheduling with reminders sent to employees via email.

n. Track progress of new applicant/employee process.

o. Create a New Hire Physical Examination directly in the system.

p. Auto notification to HR when applicant passes pre-placement physical exam.

q. Support visual color coding to designate and identify different positions.

r. Retain historical information for staff 30 years after employee separates from County.

s. Create unique identifiers for all records.

t. Scalable to allow for growth. Intuitive, user-friendly and a simple interface.

u. Integrated system management capabilities for configuration, backup and recovery.

v. Create an encounter document, with a unique identifier for each encounter, which lists the services ordered for an applicant based on job title for a specific type of examination. Each encounter document shall be printable by clicking one time.

w. Have a modifiable table that lists the medical standards for each job title.

x. Convert medical standards to procedures via a modifiable table, with filters for age and gender to determine the type of tests ordered for exams.

y. Customizable if needed through configuration and APIs.

z. Support data conversion from current system with requested parameters into new EHSS.

aa. Support file database import from other County external sources.

bb. Support single to multiple demographic data feeds from external sources.

cc. Integration with Microsoft Exchange 2010 and Outlook 2013 or latest version for email services.

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dd. Import data from common formats and interface with external sources.

ee. Export data to common formats such as Excel, MS Word, txt, and PDF.

ff. Upload data manually, and from other systems, e.g., scanned and digital sources, pdf, Word, Excel, Power Point, email, and attachments.

gg. Provide approved managers the capability to review compliance related items with respect to subordinate staff.

hh. Dashboard showing on-demand information of user specific processes, Work Status Notice, current specified activities by department, and a database of Transitional Assignment locations based on an employee restrictions.

10. Functional Requirements – Component Specific

A. TB Test Components

1) Input and view TB test results. Track by employee, department, agency, last test date, and result.

2) Create reports for departments and exposure groups to include employee name and last TB date. Create reports based on information from questionnaires, TB test results, chest x-ray (CXR) results, conversion data, and referral for further treatment.

3) Create notifications and alerts one (1) month prior to expiration, and send notification to employee by email.

4) The TB module shall contain the following fields: Date and anatomical site placed, facility administered, date test read, positive or negative result, results in millimeters (mm), type of test solution, manufacturer/lot number/expiration date, type of test (1-step or 2-step), date of Tuberculosis (TB) Symptom Questionnaire (TSQ), referred for CXR (Yes/No), comments, and referred for treatment (Yes/No).

B. Communicable Disease Exposure (CDE) Module

1) Ability to import lab results from external sources and also manually input employee, vaccines, and/or other medications given.

2) Create notifications and alerts two (2) weeks prior to vaccine dose or follow-up appointment, and send notification to employee by email.

3) Ability to send modifiable notification memos to exposed employees by email.

C. Return to Work (RTW) Module

1) Ability for employees to enter their return to work data / information, prior to their interview with EHS medical staff, on a variety of platforms (i.e. tablet, online fillable

forms, etc.) and EHS staff shall have the ability to review the information entered by employees.

2) Ability for EHS to create a Work Status Notice documenting employee's full release to resume work or list of functional work restrictions. Employee and EHS to electronically sign the completed Work Status Notice, and EHS to print and email.

3) Automatic "reminder" feature that emails the employee the date when the work restrictions expire.

4) Create an agency-specific report with the names of employees with functional work restrictions and the date the restrictions expire.

D. Vaccine Administration Module

1) Data entry screen shall include the following fields: date vaccination given, injection site on body, medical provider, manufacturer/ vaccine name/lot number.

2) Create notifications and alerts two (2) weeks prior to next due vaccine dose or follow-up appointment; and send notification to employee by email.

3) Ability to import all current vaccine information statements (VIS) from the CDC.

E. Medical Surveillance Module

1) Hazardous Materials (HazMat)

a) Include Hazardous Materials Questionnaire (HMQ), Pre-Placement Examination (PPE) Questionnaire, audiogram, Pulmonary Function Test (PFT), Stress EKG, lab work, section for documenting Chest X-Ray (CXR) results, import physical test.

b) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.

c) Create notifications and alerts one (1) month prior to examination due date, and send notification to employee by email. Notification shall be modified by EHS to meet specific examination needs.

2) Asbestos Examination Module

a) Available to any employee identified by department or Industrial Hygiene as having the potential for occupational exposure to asbestos or asbestos-containing material.

b) Ability for the Asbestos Medical Initial and Annual questionnaire (AMQ-I or AMQ-A) to be available electronically for completion and submission.

d) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.

c) Include Respirator Certification (RC), PFT, audiogram, and lab work.

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    d) Identify need for an initial exam by job title and notify employee by email for subsequent examinations one (1) month prior to examination due date.

    e) Select appropriate examination components based on age or year since first exposure.

3) SCUBA Examination Module

    a) Available to employees identified as potential or current members of the OCSD Dive Team prior to job assignment, annually, after an illness or injury requiring hospitalization of more than twenty-four (24) hours, and after an episode of unconsciousness related to diving activity.

    b) Ability to input Stress EKGs performed initially and then annually for those over 35 years of age.

    c) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.

    d) Select appropriate examination components based on age or year since first exposure.

4) Respirator Medical Examination/Fit Testing Module

    a) Ability to configure testing requirements and to define protocols for different employee subgroups.

    b) Ability to input mask make, model and size.

5) Lead Examination Module

    a) Employees shall have the ability to either access the EHSS to enter data (medical history questionnaire, lead surveillance questionnaire), or the EHSS shall have the ability to accept data from external sources (scanned forms that import data).

    b) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.

    c) Ability to identify need for an initial exam by job title sub-group.

    d) Ability to notify employees by e-mail for subsequent examination one (1) month prior to examination due date.

    e) Produce cumulative examination reports with lead results on each employee/department for past five (5) years.

    f) Select appropriate examination components based on initial or annual examination.

6) Federal Aviation Administration (FAA) Examination Module

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    a) Available to employees identified by OCSD Human Resources or Safety Officer as pilots, who require second-class commercial certification prior to entry into the group and on a biennial basis.

    b) Ability to support FAA History (FAA-H) and FAA Physical (FAA-P) forms obtained from FAA examining physician, audiogram, vision testing, urinalysis, pulse, blood pressure, and a baseline EKG at age 35 then annually at age ≥40.

    c) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.

    d) Ability to configure for an initial examination by job title.

    e) Ability to notify employees by e-mail for subsequent examinations one (1) month prior to examination due date.

7) Hazardous Device School (HDS) Examination Module

    a) Ability to support HDS History and physical forms provided to the employee by the Department of Justice (DOJ), urinalysis, audiogram, body fat testing, vision testing, EKG, and PFT test if indicated.

    b) Available to employees identified by OCSD Human Resources or department as Bomb Squad.

    c) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.

8) Crane Operator Module

    a) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.

    b) Available to employees identified by their department as Crane Operators.

    c) Include the Physical Examination from the National Commission for the Certification of Crane Operator.

9) DMV Examination Module

    a) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.

    b) Available to employees identified by their department as requiring a class B DMV license in order to perform their duties.

10) Public Health Examination Module

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a) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.

b) Identify need for an examination by job title or department.

c) Notify employees by e-mail for subsequent examinations one (1) month prior to examination due date.

11) Hearing Conservation Medical Surveillance (HCMS) Module

a) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.

b) Ability to enter results of audiometric testing for potential standard threshold shifts and refer employees for additional audiometric testing if needed.

c) Ability to create a report of and forward all audiometric results to an outside audiologist for final determination.

d) Notify employees by e-mail for subsequent examinations due.

F. Pre-Placement Medical Examination Module

a) Accessible to EHS and County's contract provider.

b) Associate medical procedures to medical standards and job qualifiers. Associate medical standards to required tests.

c) Send modifiable notifications to applicants. Notify applicants by email two (2) weeks (or other modifiable time) prior to deadline.

d) Ability to identify incomplete physical examination and/or medical standard requirements, applicants with POST qualification requirements, and applicant charts for medical doctor review.

G. Appointment Scheduling Module

a) Appointments shall be scheduled for approximately 18,000employees by EHS and County's contract provider.

b) Calendar screen shall include the following fields: first and last name, last four (4) digits of SSN, telephone number, agency name, reason for appointment, and an open comment field.

c) Ability to handle concurrent users to create appointments.

d) Ability to view multiple EHS and contract clinic provider's calendar concurrently.

e) Web based portal that enables employees and applicants to create their own appointments and restricts usage based upon their eligibility.

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    f)   Automatic "appointment reminder" feature that reminds the employees and applicants of their upcoming appointment. Send email notifying the employees and applicants of their appointment date and time.

    g)   Ability to print selected calendar information.

H.   Blood borne Pathogen Module

    a)   Data entry screen shall include the following fields: exposed employee's name, Employee ID number, supervisor filling out form, supervisor's phone number, date and time of incident, type of injury, type of body fluid, name and date of birth of source person, source identification number or booking number, name of designated Workers' Compensation clinic.

    b)   Ability to manually create records for non-County employees, with the following data elements: name of person, occupation, personal phone number, name of employer, work phone number, date and time of incident, scanned copy of all documents sent by fax or email, type of injury, type of body fluid, name of healthcare provider treating exposed employee, source lab test results, entity performing source lab tests.

    c)   Ability to enter exposure events on a work list until lab results are received by authorized clinicians. Allow clinicians to send email to employee and/or supervisor reporting exposure.

I.   Billing Module

    a)   Track services ordered and performed by EHS and contract provider.

    b)   Validate if the services are completed by EHS or County's contract.

    c)   Apply the respective cost for services/procedures completed at EHS and County's contract clinic.

    d)   Have a modifiable table listing the description of all available services and the associated costs.

    e)   Ability to track the status of the employee/applicant from the time services are scheduled to when the encounter is closed.

    f)   Configurable role level security.

    g)   Print forms and employee/applicant labels (auto-generated from profile) from the system.

    h)   Ability to create a reconciliation spreadsheet for what was ordered versus what was completed.

    i)   Generate invoices for the various agencies. Invoice can be configured by date range and other specified variables.

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j) Billing encounter shall include: location where services provided, service date, description of service ordered, charge amount corresponding to services, quantity of services, and free form text field.

k) Ability to hide protected information including Social Security Number (SSN).

J. Administration

a) Support the use of unique identifiers for tracking services performed to employees and new applicants at different locations.

b) Scheduled data imports, email alerts, and database maintenance, to be run at scheduled times.

c) System logs of import/export of data.

d) In-depth logging of file access, changes, and deletions.

e) Generate exception reports of failed/missing data loads with email notification.

f) Data to be locked from changes after approval.

g) Update/add to dropdown list contents as needed.

h) Edit system descriptions with dropdowns, inputs, and table entries.

i) Workflow process with multiple selections and approvals.

j) User creation/role assignment by EHS.

k) Outside contractor providing services to EHS through proposed system role-creation/maintenance/management.

K. Create pre-defined and ad-hoc reports.

a. Produce reports using specific attributes, e.g., agency, department, employee name, employee ID, most recent examination date, next due date, overdue examinations, complete or incomplete examinations, total number of examinations done per agency and/or department per year, laboratory tests, vaccines, medications, illnesses, days off work, medical standard, exposure group identification number. Sort by agency and/or department.

b. Ability to calculate Return on Investment/Cost Avoidance using number of lost time claims, number of claims accommodated by modified duty, number of accommodated days, cost avoidance (present action taken to decrease costs in future; cost avoidance amount determined by calculating average daily rate times modified days).

c. Determine total number of employees on work restrictions.

d. Track the number of days employees are on restrictions.

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e. Generate statistical reports and merge duplicate records as needed.

f. Ability to generate a report that tracks the life cycle of any encounter. This could include total elapsed days of completed encounters and / or a list of current incomplete encounters.

g. Ability to run pre-defined and ad-hoc reports with services and procedures rendered.

h. Standard reports shall be accessible to end users. Contractor and County shall define and customize standard reports during System implementation and throughout the term of this Contract.

The system shall be able to create reports that include, but are not limited to, the criteria/ parameters listed below:

OCCUPATIONAL EXPOSURES • Blood-Borne Pathogens (BBP) • Airborne Transmissible Diseases (ATD)
BBP – Aggregate Count of Employees who sustained a BBP Exposure • By Agency and by Department • By Month and by Year or any selected time frame

BBP – Count by Type of Exposure
• By Agency and by Department
• By Month and by Year or any selected time frame
    o Percutaneous
    o Mucus membrane
    o Cutaneous with non-intact skin

BBP – Elapsed Time from Initial EHS Notification to Time EHS Initiated Action • By Agency and by Department • By Employee Name
ATD – Immunity to Specified Disease • By incident • By Agency, Department, Location, and/or Job Title • Vaccination status • Titer status
ATD – Count of specific event • By Agency and by Department • By Month and by Year or any selected time frame
ATD – List of Employee Names • By Event, by Agency and by Department • By work location • By date or date range
ATD – List of Follow Up Actions • By employee

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• Indication if Complete or Incomplete
ATD – List of Employee Names with Respirator Fit Testing information • Brand of mask • Type of mask • Size of mask
ATD – List of communicable disease exposure events • By date • By disease • By agency/department
ATD – List of Employee Names and Date of Last Fit Test • By Agency and by Department
FINANCIAL
Total Costs • By Agency and by Department • By Month and by Year or any selected time frame
Procedure and Service Costs • By procedure / service description • By Employee • By Encounter
Invoices for services performed • By date, month, type of service • By service location (EHS, contract clinic) • By agency/department
Statistical reports of services performed • By location (EHS, contract clinic) • By date or date range • By agency/department • By specific EHS provider • By specific EHS clerical staff member
DEMOGRAPHICS
Count of Employees • By County, by Agency and by Department • By job title
Age Distribution of Employees • By County, by Agency and by Department
Import changes • By date, lists changes to demographic information imported from CAPS+
Home address • Print label or envelope based upon employee/applicant home address
PRE-PLACEMENTS
Chart labels

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• By day, based upon date pre-placement exam received from contract clinic
Report of pre-placement medical exam • By day, based upon date pre-placement exam received from contract clinic
IMMUNIZATIONS
• Aggregate count of Employees who require vaccines • By type (pre-employment, exposure, or offers of non-required vaccines) • By agency and department • By employee name • By date range • By type of vaccine received • By results (number of employees who received an optional vaccine for example) • By exposure date
MEDICAL SURVEILLANCE EXAMINATION REPORTS
• Aggregate Count of Employees who require a medical surveillance exam • By type of exam • By agency and department • By employee name • By date range
TUBERCULOSIS SCREENING
• Aggregate count of Employees who require Tuberculosis screening • By type of exam • By agency and department • By employee name • By date range • By type of test received • By results including last result and results over time • By exposure date • By TB status (previous positive, negative, etc.) • By receipt of recommended screening (Questionnaire, TB skin test, CXR) • Notification memos to group • Notify exposure group by e-mail when second test is due and continue to notify at set interval until complete • Ability to calculate conversion data

F. SEARCH CAPABILITY

The system shall have the ability to search and find employee and applicant records using defined criteria, e.g., first and last name, Employee ID, SSN, birth date, agency/program, job title, type of test, RTW status.

G. TECHNOLOGY REQUIREMENTS

A. Conformity and Support

Contractor's system shall fully conform with and support the following infrastructure and environment requirements.

a. Server Environment:

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

2) X86_64 compatible processor from Intel or AMD.

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

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

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

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

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

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

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

b. Operating Environment:

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

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

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

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

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

c. Device Compatibility Requirements:

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1) Application shall be designed in a way that is device agnostic, i.e., application performance shall be identical whether the end user is connecting from a desktop versus a tablet or mobile device.

2) All menus and forms shall scale to display appropriately on any device.

3) Alternatively, application may provide alternate interfaces or points of entry depending on the end user's device, e.g., a mobile app for tablets and mobile phones versus a full featured application for workstations and laptops.

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

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

6) Forms and menus shall be designed with a preferred input method of touch interface.

7) If required for functional use, application shall support native functions of the County device, including but not limited to: on-screen keyboards, voice dictation, predictive text and suggested words, front and rear cameras, and GPS location services.

d. County environment:

1) X86_64 compatible processor from Intel or AMD.

2) Microsoft Windows 7 and newer.

3) Internet Explorer 11 and newer.

4) Microsoft Office 2013 and newer.

5) McAfee Virus Scan Enterprise.

6) McAfee Disk Encryption.

7) Network adapter running at 1GB Full-Duplex [minimum requirement).

8) Microsoft Bitlocker.

e. Contractor Support Responsibilities

Contractor responsibilities shall include all or part of the following tasks as required by County and agreed by Contractor.

1) Work with HCA IT staff in monitoring the network performance and connectivity whenever there are issues relating to the System.

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2) Provide technical support to monitor system performance and maintain the required 99.9% availability by ensuring timely correction of all EHSS equipment problems and monitoring and responding to system console messages.

3) Provide technical support to monitor the integrity of data and verify the quality/accuracy of output reports.

4) Configure, test, and fine-tune the application server operating system.

5) Provide technical support to monitor the performance of the system. Provide technical support and work with HCA IT Staff to modify as required.

6) Recommend optional configuration of the network to ensure efficiencies of the network and to optimize network performance. Assist in the resolution of network problems to the system.

7) Provide technical support to perform the backup, switch over, recovery or shut down of the system in accordance with the schedule and procedures approved by HCA and prepared by Contractor.

8) Work collaboratively with the HCA Change Advisory Board (CAB) to ensure that all changes are documented and approved prior to implementation.

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

1) Network Intrusion Detection and Prevention. All systems that are accessible via the internet must actively use a network based intrusion detection and prevention solution.

2) 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.

3) 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.

4) 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 County.

5) Risk Assessment. Application Service Providers hosting data for HIPAA covered services must conduct an accurate and thorough Risk Assessment as required by HIPAA Security Rule, Security Management (§ 164.308(a)(1)). Further, they must follow the risk assessment methodology, based on the latest version of NIST SP

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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.

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

B. Disaster Recovery

Contractor shall provide Disaster Recovery (DR) solution for the system. The solution shall provide County the necessary resources to establish and maintain a reliable disaster recovery solution without maintaining and securing additional IT facilities and infrastructure. Under this model, County shall utilize Contractor's DR services provided at Contractor's Data Center or other secure authorized location.

C. Support and Training Documents

Support Tiers

HCA IT shall be the initial line of contact for system users. The HCA Service Desk shall diagnose, resolve and escalate problems which clearly relate to areas which HCA IT staff are responsible for supporting. Problems which cannot be resolved by HCA shall be referred to Contractor. Support for the system shall be structured in three (3) tiers. HCA is responsible for Tier Zero (0), One (1) and Two (2); Contractor is responsible for Tier Three (3) support and services.

Tier	Responsibilities
Super Users Tier Zero (0)	First line of support during normal working hours shall: • Assist users with general computer and application questions. • If Tier Zero (0) is unable to answer the question, it shall be referred to Tier One (1).
HCA\IT Service Desk Tier One (1)	Secondary line of support during normal work hours, Service Desk staff shall: • Resolve service tickets involving system access problems, passwords, system downtime and errors. • Provide user assistance and any related third party software. • If Tier One (1) is unable to resolve the problem, it shall be referred to Tier Two (2) or Tier Three (3) as appropriate. • HCA after hours support shall facilitate communications between Contractor and end user in the event an issue arises after hours. HCA after hours support shall facilitate communications between Contractor and end user in the event an issue arises after hours.

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Tier	Responsibilities
HCA\IT Network HCA\IT Software Support Tier Two (2)	- Troubleshoot all hardware and network problems. - Troubleshoot all database integrity and performance problems. - Restore data from backup, routine maintenance, software updates and enhancements. - Maintain all required third party software licenses. - Coordinate problem resolution between all third-party contractors not related to the system. If Tier Two (2) is unable to resolve the problem, it shall be referred to Tier Three (3).
Contractor Support Tier Three (3)	- Provide 24/7 support to diagnose and resolve application errors. - Resolve problems with the system including all core functionality, Interfaces and other middleware proposed by Contractor. - Resolve problems with any third party software which has been imbedded or integrated with the system.

D. Operations, Support Levels and Maintenance Procedures

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

1) Maintain the system's program code to provide the functionality defined in project analysis and design documents.

2) Distribute any software upgrades or version replacements to which HCA is entitled under the software license along with updated user and operational documentation and assist in its installation in the test environment and migration to production.

3) Maintain compatibility and integration with any third party outcome reporting tools which have been implemented as part of the EHSS Contract. Should any of these packages be upgraded, HCA shall notify Contractor in advance, so that analysis and code changes can be implemented as quickly as possible.

4) Maintain comprehensive change control procedures to control software versions and releases. All changes to be implemented at HCA are at the discretion of the HCA CAB.

5) Correct any errors in functionality that are reported by HCA or business partners that are identified by Contractor within a reasonable period, depending upon the severity of the error.

b. Contractor shall utilize the following Severity Index for categorizing and prioritizing application errors.

1) Severity 1 - Application errors that cause:

    a) Problems in completing less than 10% of system processes.

    b) Problems having an immediate adverse impact to performing inventory processes.

    c) Disruption in service resulting in system unavailable for one (1) hour.

    d) Disruptions affecting HCA staff and our business partners.

2) Severity 2 - Application errors that cause:

    a) Major operational impact, even if workarounds are available.

    b) Problems having an adverse impact to business within 24 hours.

    c) Problems affecting business partners from logging into the system.

3) For a Severity 1 problem, Contractor must acknowledge receipt of the problem report within one (1) hour, must be working on the problem within four (4) hours of initial report, and must fix the problem within twenty four (24) hours of initial report. Periodic status reports are required during this period.

4) For a Severity 2 problem, Contractor must acknowledge receipt of the problem report within one (1) hour, must be working on the problem by the next working day, and must have the problem corrected on a schedule to be negotiated with HCA. Periodic status reports are required during this period.

5) Contractor shall establish and maintain a source code escrow so that HCA shall have access to program source code in the event of bankruptcy, dissolution, merger or other situation which may impact Contractor's ability or willingness to support the software.

6) Contractor shall provide a means for HCA staff to report problems via email, telephone, or online submission.

7) Contractor shall ensure that responses are made to HCA within specified time periods, acknowledging receipt of the problem report and identifying when direct contact can be made with Contractor-assigned support staff person.

8) Establish policies and procedures for prioritizing and responding to HCA requests for support including:

    a) Criteria for diagnosing reported problems and determining root cause(s) of problem.
    b) Use of Severity Index criteria for assessing the impact of reported problems.
    c) Procedures determining responsibility for problem resolution.

    d) Defining response time for various categories of problems.

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

E. Training Requirements

County shall approve Contractor's training plan if it varies from the proposed plan below. Initially staff members shall require "classroom led" hands on training; Super Users shall provide training to staff on an as needed basis after full implementation. In addition to the training requirements identified herein, it is expected that Contractor shall provide training for all the future functionality provided by the System, including third party contractors provided by Contractor or County.

The training shall be broken down into four (4) major groups: End User, Service Desk, Administrator and Software Support - See the Responsibilities table in Section G.C. above for training requirements for Super User, Service Desk and Software Support groups.

a) End Users

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

b) Super User Training

A "Super User" will be a staff member with good overall working knowledge of computers and EHS that will assist system users with general computer and application problems and will be able to generally distinguish between hardware, operating system, network, and application errors. If Level Zero (0) is unable to resolve the problem, it will be referred to the Level One (1) Service Desk.

c) Service Desk Training and Field Technician Training

These staff shall be trained at the Super User level and be able to accurately triage and record issues for escalation to higher levels of support, identify issues within the system as well and troubleshoot issues with bar code printers and scanners. Service Desk staff shall also have rights to create and maintain user maintenance.

d) Administrator

Administrator staff shall be trained in the support of the front end and backend architecture such as database and server administration.

e) Software Support

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Software Support staff shall be trained at the level of both super user and service desk staff in addition to some selected aspects of the administrative level training. Software support staff must be able to recognize core issues, versus issues that can be cured with a work around. Software Support shall be charged with testing of new releases and updates.

f) User Application Specific Training

With the implementation of a new system, it becomes necessary for all potential users to be trained on the use of that application. Their level of training shall correspond to the access rights granted to the user's group.

g) Ad Hoc Report Training

The system shall have the ability to do Ad Hoc reporting. Many of the reports that the staff may need shall be incorporated into the application and made available simply by selecting them. Since the new system shall have a built in report generator, some staff members shall have access to use the Ad Hoc reporting tools. For these users, it shall be necessary to provide training in the use of the Ad Hoc report generator.

F. Documentation Requirements

a. Application/Server Documentation

Contractor shall provide HCA IT with the following:

a) How to report and trouble shoot server related hang-ups and problems

b) How to verify if the user has lost a connection to the server/application

c) How to assign rights and privileges

d) How to manage reporting module which includes but is not limited to creating reports

e) How to set up, clear, and troubleshoot print issues

f) How to assign and reset a user password

g) How to maintain all system interfaces and peripherals

b. Application User Documentation

Contractor shall provide Super Users with the following:

a) How to enter data into the application, track status of a request, find data already entered,

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b) Generate reports appropriate to their group rights.

c) How to verify if a user has lost a connection to the application.

d) How to troubleshoot minor installation issues

e) Perform standard and advanced searches and to generate reports appropriate to group rights.

f) Troubleshoot lost connections to the application/server.

g) How to check print queues.

h) Advanced reporting features.

i) Interface troubleshooting.

j) How to upload/attach documents into the system.

k) How to create ad hoc reports.

l) How to modify look up tables and add/inactivate a list item.

m) Find lost records.

n) Delete duplicate records.

o) Troubleshoot locked records

c. Super User Documentation

Contractor shall provide Super Users with the following:

1) Perform standard and advanced searches and to generate reports appropriate to their group rights

2) Troubleshoot lost connections to the application/server

3) How to check print queues

4) Advanced reporting features

5) Interface troubleshooting

6) Delete duplicate records

7) Troubleshoot locked records

8) Find lost records/cases

9) Contractor shall provide documentation for all the functionality provided by the system, including third party applications that may be needed for implementation.

G. Implementation Tasks

a. Project Management

Contractor and County shall be responsible for establishing an organization to manage and deliver the services defined in this Scope of Work. After being awarded the Contract, Contractor shall provide a project organization chart describing the project charter which shall be in place for the duration of this contract. Contractor shall designate a Contractor Project Manager who shall have the authority to commit Contractor resources necessary to satisfy all contractual requirements.

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

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

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

b. HCA Design & Implementation Work Plan

1) Develop Project Plan

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

Contractor shall provide the project plan to County for approval prior to initiating any tasks. Contractor shall maintain an up-to-date version of the work plan using

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

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

2) Conduct Joint Application Design to Confirm Requirements

Contractor shall lead and conduct Joint Application Design (JAD) or similar facilitated requirements and analysis design sessions with HCA staff and other stakeholders which may be identified by HCA. The purpose of these JAD is to confine and update HCA view of EHS functional requirements, features and capabilities, technology requirements and interface requirements, and to provide Contractor an opportunity to perfect its understanding of HCA environment and programs. The JAD shall also document high level workflow within EHS to identify potential changes in EHS workflow design or in HCA workflow, policies and procedures.

Contractor shall document the updated EHSS, interface and other requirements. Contractor shall document the results of its JAD sessions using a structured analysis and design methodology as approved by HCA IT. The resulting document shall be presented in a walkthrough and must be approved by HCA.

3) HCA Acquisition of Hardware and Software

Contractor shall identify as needed, all hardware and software, databases, data network lines and other hardware required to develop, test and operate the EHSS. Contractor shall also identify required quantities of the above and estimate costs for these items. HCA IT requires separate environments for development, testing, and training

4) HCA Installation of Hardware and Software

Contractor shall if needed, configure, install, and test all hardware and software. Once all hardware and software has been successfully installed, Contractor shall be notified.

5) Development, Testing & Training Environments

Contractor shall develop separate development, testing, and training environments for the EHSS development accessible to HCA IT staff. EHS staff shall also have access to these environments for monitoring Contractor work, validating test results, and other reasons as needed.

6) Develop System Specifications Document

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Contractor shall develop a System Specifications Document which identifies the changes necessary to Contractor's existing system code to provide any new or modified functionality.

7) Customize & Configure Core System Software

Contractor shall modify all program code for COTS application to reflect EHS requested customizations.

8) Interface Development

Contractor shall fully develop and test any defined interfaces between the EHSS and any internal and external systems which are included in the approved system requirements document.

9) Unit Testing

Contractor shall perform iterative unit testing as program code is developed to ensure that the code works as required. Contractor shall create test plans documents for all use cases.

10) Unit Test Code Corrections

Contractor shall make corrections to code based on unit test results.

11) Integration & Regression Testing

Successfully Regression testing must be completed and signed off by users for final acceptance of product.

12) Network Test

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

13) User Acceptance Testing

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

14) System Tuning

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

H. Consultant/Professional Services

1. Contractor shall provide a training and consulting program. The objectives of this program include, but are not limited to, the following:

    a. To continue to optimize the use of the System to accommodate the daily fluctuations and changes in COVID-19 prioritization.

    b. To use a Cority trainer / consultant to ensure that the System is efficient.

    c. To initiate the design and construction for the finance, billing and accounting module that will be added to software in July 2022.

    d. To continue and to expand the use of COVID-19 features in the System to assist EHS in managing employee cases.

2. Contractor's training and consulting program provides additional support that includes, but is not limited to, the following components:

    a. TRAINING: flexible and easy to access professional support for front line user training, additional administrator training, new release training, and business intelligence training.
    b. FUNCTIONAL CONSULTING AND CONFIGURATION: additional module configuration, workflow review and optimization, list and layout configuration, scored questionnaires configuration, form mapper configuration, and advance business rules configuration.
    c. BUSINESS INTELLIGENCE: additional business intelligence training, report building, dashboard building, database schema overview.

3. For the proposed training and consulting program services, Contractor shall provide the following deliverables:

    a. Consultant Issue Support – first responder (Kristi Ellis)
        i.   Check-in calls with EHS/admin users
    b. Consulting Services
        i.   Keep training wider audience & creating training materials
        ii.   Report creation
        iii. Process improvement configuration
    c. Device Interface Integration
    d. Lab integration projects (i.e. Quest / LabCorp)
    e. Any new OC initiative that requires a Contractor Project Manager

    Assumptions:

    a. All work will be completed remotely

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    b. Implementation services may be provided on weekends if arranged at least two weeks in advance

    c. Business/Project decisions will be made within five business days by both parties unless both parties agree in writing, with the understanding that timeframes greater than three days may impact the project timeline.

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ATTACHMENT C-1

REVISED COMPENSATION AND INVOICING

1. **Compensation**

    This is a fixed price Contract not to exceed the amount of $850,000 for the Term of Contract.

    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 Attachment A-1, Revised Scope of Work.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

    A. Annual Software Subscription (Years 1 through 5):

Description	No. of Users	Annual Fee
Occupational Health Suite	15	$43,000
HR/Case/Reporting Users	55	$26,000
MyCority Medical Portal	20,000	$10,000
IT System Administrators	2	$3,000
HR Integration Engine	1	$6,000
Data Storage	100 GB	Included
Annual Maintenance and Support		Included
Year 1 Total Annual Fee		$85,000
Year 2 Total Annual Fee		$85,000
Year 3 Total Annual Fee		$85,000
Year 4 Total Annual Fee		$85,000
Year 5 Total Annual Fee		$85,000

    B. Project Implementation Services (one-time fees) (Year 1):

Phase/Milestone	Description	Criteria	Fees per Milestone

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Initiate	Implementation/Project Management	• Initiate Call	$5,000
Shape/Workshop 1	Implementation/Project Management Data Conversation	• Workshop 1 Completed • Workshop Solution Document approved	$27,200
Refine/Workshop 2	Implementation/Project Management Data Conversation	• Workshop 2 completed • Updated Workshop Sol. Document approved	$37,000
Confirm/Workshop 3	Implementation/Project Management Data Conversation Training	• Workshop 3 Completed • Updated Workshop Sol. Document approved • UAT signed off	$48,600
Go-Live	Implementation/Project Management Data Conversation	• Approved to proceed to production Cut – Over	$7,200

Summary of Charges:

Description	Amount
• Implementation/Project Management	$ 75,000
• Data Conversation	$ 25,000
• Training o 50 Super User, 7 EHS Super User o 2 EHS full Administrators o 6 Vendor super users o 5 CEO Human Resources o Accurately populate the Cority Import Template o 2 COUNTY IT full administrator	$ 25,000
Total	$125,000

C.   Consultant Services Fee: (Years 3, 4 and 5)

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Regular Rate: $230/hour
Weekend Rate: $375/hour-min of 4 hrs. would be billed

Consultant Services Total Amount Not to Exceed: $150,000

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. A minimum of thirty (30) calendar days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. 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 the Contract. Adjustments increasing Contractor's profit are 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 and fax communications while on County sites during the performance of work and services under this Contract.

6. **Payment Terms:**

    A. Payment for annual software subscription: Payment shall be made annually in advance within thirty (30) days after receipt of an invoice rendered in a format acceptable to County and verified and approved by the department and subject to routine processing requirements.

    B. Payment for one-time fees (Project Implementation): Payment shall be made pursuant to milestone payment schedule within thirty (30) days after receipt of an invoice rendered in a format acceptable to County and verified and approved by the department and subject to routine processing requirements.

    C. Payment for consultant services: Payment shall be made net thirty (30) calendar days after receipt of an invoice in a format acceptable to County and verified and approved by the department and subject to routine processing requirements.

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

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 goods or services.

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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:** Contractor shall provide an invoice on Contractor's letterhead for goods delivered and/or services. In the case of goods, Contractor shall leave an invoice with each delivery. Each invoice shall have a unique number and shall 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 emailed to hcaap@ochca.com or forwarded to:

    > Orange County Health Care Agency
    > Accounts Payable
    > PO Box 689
    > Santa Ana, CA 92702

9. **Payment (Electronic Funds Transfer):** County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.

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Final Audit Report   2022-07-15

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