



**CONTRACT NO. MA-042-19010518**

**FOR**

**EMPLOYEE HEALTH SOFTWARE SOLUTION (EHSS)  
SYSTEM**

**BETWEEN**

**THE COUNTY OF ORANGE  
HEALTH CARE AGENCY**

**AND**

**CORITY SOFTWARE, INC.**

## Table of Contents

Table of Contents.....	2
Recitals .....	3
General Terms and Conditions .....	4
Additional Terms and Conditions .....	13
Signature Page .....	23
Attachment A – Scope Of Work .....	24
Attachment B – Contractor’s Project Plan.....	83
Attachment C – Compensation and Invoicing.....	94
Attachment D – Bussiness Associate Contract.....	101
Attachment E – OCHCA Security Requirements and Guidelines for Contractors and Application Service Providers .....	109

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**FOR**  
**EMPLOYEE HEALTH SOFTWARE SOLUTION (EHSS) SYSTEM**  
**WITH**  
**CORITY**

This Contract Number MA-042-19010518 ("Contract"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Effective Date") between Cority Software, Inc. ("Contractor"), with a place of business at 250 Bloor Street East, 9<sup>th</sup> Floor, Box Toronto, Ontario Canada M4W1E6 and County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency with a place of business at 200 Santa Ana Blvd., Suite 650, Santa Ana, CA 92701-7506, which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**ATTACHMENTS**

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Work
- Attachment B – Contractor's Project Plan
- Attachment C – Compensation & Invoicing
- Attachment D – Business Associate Contract
- Attachment E – OCHCA Security Requirements and Guidelines for Contractors and Application Service Providers

**RECITALS**

**WHEREAS**, County issued a Request for Proposals (RFP) for an Employee Health Software Solution (EHSS) System; and

**WHEREAS**, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

**WHEREAS**, Contractor agrees to provide services to the 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 Pricing, attached hereto as Attachment C; and

**WHEREAS**, County of Orange Board of Supervisors has authorized the County Procurement Officer or designee to enter into Contract with Contractor for obtaining said services; and

NOW, THEREFORE, the Parties mutually agree as follows:

## DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

## ARTICLES

### General Terms and Conditions

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. 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 the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any services that do not conform the prescribed statement of work.
- F. **Acceptance Payment:** See Attachment C for payment terms and schedule.
- G. **Warranty:** Cority shall use all reasonable efforts to ensure that the software performs the functions as described in available product literature and specifications. Cority does not make any warranties,

express or implied, including the implied warranties of merchantability or fitness for any particular purpose other than for the stated purpose in the product material, to the County.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Cority agrees to defend with counsel approved in writing by County, such approval not to be unreasonably withheld or delayed, and hold harmless the County from and against any third party claim, suit, demand, action or proceeding arising from or relating to any breach by Cority of such third party's intellectual property rights to the Software. In the event that any suit, action, or other proceeding is asserted or brought against the County alleging a violation of any intellectual property rights of a third party based upon the use of the Software, the County will promptly notify Cority and provide it with a copy of all relevant documentation. In the event the Software is held by a court, administrative body or arbitration panel of competent jurisdiction to constitute an infringement or its use is enjoined, Cority will, at its option, either: (i) procure for the County the right to continue use of the Software; (ii) provide a modification to the Software so that its use becomes non-infringing; or (iii) replace the Software with software which is substantially similar in functionality and performance. Notwithstanding the foregoing, Cority will have no liability to the County with respect to any claim of patent, copyright or other intellectual property right infringement to the extent that the claim is based upon (i) the combination of the Software with machines, systems or devices not approved by Cority; or (ii) the unauthorized modification of the Software; or (iii) the use of the Software not in accordance with the documentation provided in writing by Cority to the County.
- I. **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 either party without the express written consent of the other party. Any attempt by either party to assign the performance or any portion thereof of this Contract without the express written consent of the other party shall be invalid and shall constitute a breach of this Contract. Notwithstanding the foregoing, nothing contained herein shall preclude the Contractor from retaining subcontractors to assist in providing the Services provided that the Contractor shall be responsible and liable for such subcontractors.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees to the extent applicable 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.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L.
- M. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any party to,

or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

N. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

O. **Performance Warranty:** Omitted

P. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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 the obligation of Contractor 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 self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agent's, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer 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 the Contractor shall provide the minimum limits and coverage as set forth below:

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

### **Required Coverage Forms**

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

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

### **Required Endorsements**

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange its elected and appointed officials, officers, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.
- 2) A primary non-contributing 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 the County of Orange shall be excess and non-contributing.

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

- 1) An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, agents and employees** or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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

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

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

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or



decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

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

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- R. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

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

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

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

- S. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the

performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County as soon as reasonably practicable the start of the delay and Contractor avails himself of any available remedies.

- A. **Confidentiality:** Cority’s Software and its source code, object code, design, architecture, data base schema, and related documentation and information (“Cority Confidential Information”) are valuable intellectual property and the County agrees, subject to the limitations on the County set by the California Public Records act, (i) to protect and keep confidential the Cority Confidential Information to the same degree that it protects its own confidential and proprietary information; (ii) not to transfer or provide the Cority Confidential Information to third parties, on a service bureau basis or otherwise, or to disclose or make available the Cority Confidential Information to third parties except consultants or advisers who have a “need to know” and who are bound by similar non-disclosure obligations in favor of the County; and (iii) not to reverse-engineer, decompile, translate, disassemble, duplicate, copy, reproduce, modify, transfer or distribute all or any part of the Software except as consistent with the use of the Software as set out in this Agreement. Cority agrees that it will protect and keep confidential to the same degree that it protects its own confidential information all information of a confidential nature received from the County including, without limitation, protected health information, employee demographic information, and other information pertaining to County’s employees, business processes, financials, and customers (“County Confidential Information”). The obligations with respect to Cority Confidential Information and County Confidential Information shall continue indefinitely notwithstanding any termination of this Agreement. County acknowledges and agrees that Cority may anonymize and use County’s “Anonymized Data” (defined below), combine it with data from other sources to an aggregate dataset, and use the resulting information for business and analytic purposes, subject to any limitations in the Health Insurance Portability and Accountability Act or other statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. Anonymized Data means data that has had all County and “Personally Identifiable Information” removed (including, but not limited to, the person’s name, address, telephone number, email address, Social Security number of a person etc.) Cority may share Anonymized Data with third parties for business and analytic purposes. Cority will not disclose County’s Anonymized Data in any manner that would identify County as the source of the data. Neither party will acquire any right, title, or interest in the intellectual property rights owned by the other party by virtue of its performance under this Agreement. If any patentable or copyrightable ideas, writings, drawings, inventions, designs, parts, machines or processes are developed as a result of, or in the course of, the work performed under the Agreement, including ideas, suggestions or feedback from the County (collectively, “Changes”), Cority shall own all right, title and interest in such Changes. Cority agrees to defend with counsel approved in writing by County, which shall not be unreasonably withheld or delayed, and hold harmless the County from and against any third party claim, suit, demand, action or proceeding arising from or relating to any breach by Cority of such third party’s intellectual property rights to the Software. In the event that any suit, action, or other proceeding is asserted or brought against the County alleging a violation of any

intellectual property rights of a third party based upon the use of the Software, the County will promptly notify Cority and provide it with a copy of all relevant documentation. In the event the Software is held by a court, administrative body or arbitration panel of competent jurisdiction to constitute an infringement or its use is enjoined, Cority will, at its option, either: (i) procure for the County the right to continue use of the Software; (ii) provide a modification to the Software so that its use becomes non-infringing; or (iii) replace the Software with software which is substantially similar in functionality and performance. Notwithstanding the foregoing, Cority will have no liability to the County with respect to any claim of patent, copyright or other intellectual property right infringement to the extent that the claim is based upon (i) the combination of the Software with machines, systems or devices not approved by Cority; or (ii) the unauthorized modification of the Software; or (iii) the use of the Software not in accordance with the documentation provided in writing by Cority to the County.

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T.  
U.

**Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all applicable standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

V.

**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.

W.

**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.

X.

**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.

- Y. **Employee Eligibility Verification:** The Contractor to the extent applicable warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor to the extent applicable shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **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.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

Upon request by Cority, with reasonable advance notice and conducted in such a manner as to not unduly interfere with County's operations, Cority reserves the right to audit County's use of the Software to ensure County is in compliance with its usage rights under this Agreement. Such audit rights shall survive for a twelve (12) month period following any termination of this Agreement.

- BB. **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.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County shall not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.
- Neither party will be liable for any consequential, special, indirect or exemplary damages or for loss, damage, or expense directly or indirectly arising out of or in connection with the implementation or use of the Software either separately or in combination with any software, data communications or other equipment. Each party's liability for a breach of this Agreement shall in no event exceed two times the amount of fees paid under this Agreement in the year in which the breach arose except for any breaches of the intellectual property rights indemnification or the confidentiality obligations in Section 5 which are not subject to this limitation on liability.

### **Additional Terms and Conditions**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County shall procure Employee Health Software Solution System from Contractor 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 January \_\_\_\_, 2019 through and including January \_\_\_\_, 2022, renewable for two (2) additional one-year periods upon agreement of both Parties. The County does not have to give reason if it decides not to renew. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties.
3. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a) Terminate the Contract immediately, pursuant to Section K herein;
  - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
4. **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.
5. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of the County.
6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The 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 the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

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

reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

8. **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).
  
9. **Debarment:** To the extent applicable, Contractor shall certify in writing that neither Contractor nor its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. Where Contractor is unable to certify to any of the statements in the written certification, Contractor must include a written explanation thereon for the County to consider. County shall have the right to refuse to enter into this Contract with the Contractor, or terminate this Contract if already entered into, if Contractor either fails to certify or certifies that it is subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.
  
10. **County of Orange Child Support Enforcement:** All Contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. In order to comply with the child support enforcement requirements of the County of Orange, all Proposers/proposers must furnish to the Contract administrator, the Purchasing Agent, or the agency/department Deputy Purchasing Agent:
  - A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
  - B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;
  - C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

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

Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

11. **Drug-Free Workplace:** To the extent applicable, the Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The organization's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation and employee assistance programs; and
  - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
  - a. Will receive a copy of the company's drug-free policy statement; and
  - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

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

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

12. **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, the 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.

13. **Equal Employment Opportunity:** The Contractor to the extent applicable 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. The 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, the 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. The 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. The 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.

14. **News/Information Release:** The Contractor agrees that it will 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 approval of said news releases from the County through the County's Project Manager.
15. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (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.

For Contractor:      Name:            Cority Software, Inc.  
                                  Attention:       Bob Poteet  
                                  Address:        9<sup>th</sup> Floor, 250 Bloor Street East  
                                                     Toronto, ON M4M 1E6  
                                  Telephone:     832-544-6170  
                                  E-mail:        [bob.poteet@cority.com](mailto:bob.poteet@cority.com)

For County:            Name:            County of Orange HCA/Purchasing  
                                  Attention:       Roland Tabangin  
                                  Address:        200 W. Santa Ana Blvd Suite 650  
                                                     Santa Ana, CA 92701  
                                  Telephone:     (714) 834-3151  
                                  E-mail:        [rtabangin@ochca.com](mailto:rtabangin@ochca.com)

CC:                      Name:            County of Orange HCA  
                                  Attention:       John Senteno  
                                  Address:        600 W. Santa Ana Blvd. Suite 405  
                                                     Santa Ana CA 92701  
                                  Telephone:     714-565-3782  
                                  E-mail:        [jsenteno@ochca.com](mailto:jsenteno@ochca.com)

16.    **Precedence:** The Contract documents consist of this Contract and its Attachment and Exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, the Attachments, and then the Exhibits.
17.    **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
18.    **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
19.    **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall

have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

**Parking for Delivery Services:** County shall not provide free parking for delivery services.

20. **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.

**Software – Maintenance:** Cority will provide telephone support to the County's end-users and technical support staff 24 hours per day from Monday to Friday excluding Christmas Day (December 25th), Boxing Day (December 26th), and New Year's Day (January 1st). Prior to using Cority's telephone support services, the County's end-users are expected to have a reasonable familiarity with the Software either through formal training provided by Cority or the equivalent in informal training provided by the County's staff. End-user telephone support is for the purpose of responding to possible errors in the Software or set-up of the Software and other issues of a technical nature, including but not limited to issues arising out of County's hardware and operating systems compatibility with Contractor's software. The correction of any residual errors in any software products after implementation 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. Telephone support does not include implementation service, programming, or resolution of the County's computer system problems that are unrelated to the operation of the Software, but does include assistance with report generation.

Cority hereby grants to the County a non-exclusive, global, non-transferable (except as otherwise provided in this Agreement) license to use Cority's occupational health and safety software, including updates, upgrades, enhancements, improvements, and modifications to which the County is entitled pursuant to the terms of this Agreement and for the modules and named users as specified in this Agreement (the "Software"), in object code format (and related documentation) for use on the County's database and on computer systems having the minimum system requirements specified in Schedule "A" attached to this Agreement and including the right to make such additional copies of the Software as necessary for archive, testing or backup purposes, for such period of time as the County pays to Cority the annual fee specified on the first page of this Agreement (the "Annual Fee"). For the purpose of this Agreement, Updates mean changes or patches to be integrated with the Software to correct errors and that do not alter the functionality or the content of the Software.

21. **– Acceptance Testing:** Acceptance testing may be required as specified for all Contractor-hosted software as specified and listed in the Contract or order. 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.

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

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

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

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

**Policies and Procedures**

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

**Security and Policies**

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

inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

### **Information Access**

County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure agreement and concerning access protection and data security in the form provided by County. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and Contractor shall take all commercially reasonable measures that comply with HIPAA security and privacy regulations to secure such mechanisms. Contractor shall provide each Contractor personnel with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

### **Enhanced Security Procedures**

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

### **Breach of Security**

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

### **Conduct on County Premises**

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of County (or that may be established thereby, from time to time) that pertain to conduct on County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party

covenants that at all times during the Term, it, and its employees, agents, and subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

### **Security Audits**

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

(SIGNATURE PAGE FOLLOWS)

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-19010518 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.

**Contractor: Cority Software, Inc.**

_____	_____
Print Name	Title
_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	_____
Signature	Date

---

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

Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____
Signature	Date

---

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

_____	_____
Print Name	Title

---

 Signature

---

 Date

## ATTACHMENT A

### **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.~~

~~The primary services provided by EHS includes:~~

- ~~• Pre-placement physical examinations~~
- ~~• Medical surveillance examinations such as Scuba, HazMat, DMV and Lead
 
  - ~~○ All of them can be on various 1-year, 2-year, or 3-year cycles~~~~
- ~~• Return-to-Work evaluations with restrictions~~
- ~~• 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 information. Our current state consists of a partial electronic and partial paper System that requires manual processing to obtain information in a timely manner.~~

#### **B. OBJECTIVE**

~~Implement a scalable Occupational Health Management System (OHMS) that will allow EHS conduct its business efficiently and effectively.~~

#### **C. SYSTEM COMPONENTS**

~~Below are the components that make up HCA-EHS (see Exhibit 6 to Section V of the RFP)~~

##### ~~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 done by EHS, a Worker's Compensation provider, or the employee's primary physician.~~

## ~~4. Return to Work (RTW) Examinations~~

~~Provided to employees prior to returning to work following an injury or illness to monitor ongoing or a change in work restrictions and to evaluate a change in work status~~

## ~~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~~

~~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)~~**

~~If vendor hosted, the system shall be housed at an approved, secure data center. The System shall satisfy all HCA Information Technology (IT) security requirements as set forth in OCHCA Security Requirements and Guidelines for Application Vendors and Application Service Providers (Exhibit 5 Section V of the RFP) of this Request for Proposals (RFP).~~

~~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 storage 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.~~~~
- ~~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 and 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 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 an agreed number of administrative licenses to County, as reflected in the licensure agreement. Terms of renewal of licenses shall be agreed upon prior to award of contract.~~
- ~~b. Contractor shall provide an agreed number of end user Portal licenses to County as reflected in the licensure agreement.~~
- ~~c. County's end users shall only use the application for the purpose intended and authorization for access shall be determined and managed by the 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 shall be inclusive of the following:
 
  - ~~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 the County. In the event the Contractor shall undergo a bankruptcy, dissolution, merger or other situation that may impact Contractor's ability to support Contractor's System, the contractor will export County data from the system in a useable data format approved by the County, as well as the data dictionary and all related information to facilitate continued use.~~

## ~~8. 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 a 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.~~
- ~~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. Auto notification when Return to Work (RTW) appointment is made by employee.~~
- ~~r. Auto notification to RTW specialist when Restrictions are expired.~~
- ~~s. Support visual color coding to designate and identify different positions.~~
- ~~t. Retain historical information for staff 30 years after employee separates from the County.~~

- ~~u. Create unique identifiers for all records.~~
  - ~~v. Automatic alerts to the RTW Specialist when the employee work status notice is completed.~~
  - ~~w. Scalable to allow for growth. Intuitive, user-friendly and a simple interface.~~
  - ~~x. Integrated system management capabilities for configuration, backup and recovery.~~
  - ~~y. 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.~~
  - ~~z. Have a modifiable table that lists the medical standards for each job title.~~
  - ~~aa. Convert medical standards to procedures via a modifiable table, with filters for age and gender to determine the type of tests ordered for exams.~~
  - ~~bb. Customizable if needed through configuration and APIs.~~
  - ~~cc. Support data conversion from current system with requested parameters into new EHSS.~~
  - ~~dd. Support file database import from other County external sources.~~
  - ~~ee. Support single to multiple demographic data feeds from external sources.~~
  - ~~ff. Integration with Microsoft Exchange 2010 and Outlook 2013 for email services.~~
  - ~~gg. Import data from common formats and interface with external sources.~~
  - ~~hh. Export data to common formats such as Excel, MS Word, txt, and PDF.~~
  - ~~ii. Upload data manually, and from other systems, e.g., scanned and digital sources, pdf, Word, Excel, Power Point, email, and attachments.~~
  - ~~jj. Application must provide approved managers the capability to review compliance related items with respect to subordinate staff.~~
  - ~~kk. 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.~~
  - ~~ll. Utilize payroll codes for coding employee time-off in RTW.~~
- ~~9. 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 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 their 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.~~
- ~~e) Include Respirator Certification (RC), PFT, audiogram, and lab work.~~
- ~~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 OCS 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 EKG's 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~~

~~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  $\geq 40$ .~~

~~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~~
- 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 19,500 employees 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.~~
- ~~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) The system will 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.~~
- ~~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.~~
- ~~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:~~

<b>RETURN TO WORK (RTW) REPORTS</b>
<del>RTW—Aggregate Count of Employees who required a Work Status Notice</del> <ul style="list-style-type: none"> <li><del>● By Agency and by Department</del></li> </ul>
<del>RTW—Start and Stop Date</del> <ul style="list-style-type: none"> <li><del>● By Employee Name</del></li> </ul>
<del>RTW—Number of Days on Restriction</del> <ul style="list-style-type: none"> <li><del>● By Employee Name</del></li> </ul>
<del>RTW—Medical Condition(s)</del> <ul style="list-style-type: none"> <li><del>● By Employee Name</del></li> </ul>
<del>RTW—List and Frequency of Medical Conditions</del> <ul style="list-style-type: none"> <li><del>● By Agency and by Department</del></li> </ul>
<del>RTW—List of Employees that have expired restrictions</del> <ul style="list-style-type: none"> <li><del>● By Agency</del></li> <li><del>● By Employee Name</del></li> <li><del>● By date restrictions expire</del></li> </ul>
<del>RTW—List of Employees</del> <ul style="list-style-type: none"> <li><del>● Seen by specific EHS provider</del></li> <li><del>● By date</del></li> </ul>
<del>RTW—Count of Work Status Restrictions</del> <ul style="list-style-type: none"> <li><del>● By Agency and by Department</del> <ul style="list-style-type: none"> <li><del>○ Full Release</del></li> <li><del>○ Restrictions by MD</del></li> <li><del>○ Restrictions Revised by EHS</del></li> <li><del>○ Restriction by EHS</del></li> <li><del>○ Not Released</del></li> </ul> </li> </ul>
<del>RTW—Count of RTW Service Type</del> <ul style="list-style-type: none"> <li><del>● By Agency and by Department</del> <ul style="list-style-type: none"> <li><del>○ Return to Work Initial</del></li> <li><del>○ Return to Work Follow Up</del></li> <li><del>○ Fitness for Duty</del></li> <li><del>○ Medical Evaluation</del></li> </ul> </li> </ul>
<del>RTW—Count by Restriction / Accommodation Type</del> <ul style="list-style-type: none"> <li><del>● By Agency and by Department</del></li> </ul>
<b>OCCUPATIONAL EXPOSURES</b>
<ul style="list-style-type: none"> <li><del>● Blood Borne Pathogens (BBP)</del></li> <li><del>● Airborne Transmissible Diseases (ATD)</del></li> </ul>
<del>BBP—Aggregate Count of Employees who sustained a BBP Exposure</del> <ul style="list-style-type: none"> <li><del>● By Agency and by Department</del></li> <li><del>● By Month and by Year or any selected time frame</del></li> </ul>
<del>BBP—Count by Type of Exposure</del> <ul style="list-style-type: none"> <li><del>● By Agency and by Department</del></li> <li><del>● By Month and by Year or any selected time frame</del> <ul style="list-style-type: none"> <li><del>○ Percutaneous</del></li> </ul> </li> </ul>

<ul style="list-style-type: none"> <li><del>○ Mucus membrane</del></li> <li><del>○ Cutaneous with non-intact skin</del></li> </ul>
<p><del>BBP—Elapsed Time from Initial EHS Notification to Time EHS Initiated Action</del></p> <ul style="list-style-type: none"> <li><del>● By Agency and by Department</del></li> <li><del>● By Employee Name</del></li> </ul>
<p><del>ATD—Immunity to Specified Disease</del></p> <ul style="list-style-type: none"> <li><del>● By incident</del></li> <li><del>● By Agency, Department, Location, and/or Job Title</del></li> <li><del>● Vaccination status</del></li> <li><del>● Titer status</del></li> </ul>
<p><del>ATD—Count of specific event</del></p> <ul style="list-style-type: none"> <li><del>● By Agency and by Department</del></li> <li><del>● By Month and by Year or any selected time frame</del></li> </ul>
<p><del>ATD—List of Employee Names</del></p> <ul style="list-style-type: none"> <li><del>● By Event, by Agency and by Department</del></li> <li><del>● By work location</del></li> <li><del>● By date or date range</del></li> </ul>
<p><del>ATD—List of Follow Up Actions</del></p> <ul style="list-style-type: none"> <li><del>● By employee</del></li> <li><del>● Indication if Complete or Incomplete</del></li> </ul>
<p><del>ATD—List of Employee Names with Respirator Fit Testing information</del></p> <ul style="list-style-type: none"> <li><del>● Brand of mask</del></li> <li><del>● Type of mask</del></li> <li><del>● Size of mask</del></li> </ul>
<p><del>ATD—List of communicable disease exposure events</del></p> <ul style="list-style-type: none"> <li><del>● By date</del></li> <li><del>● By disease</del></li> <li><del>● By agency/department</del></li> </ul>
<p><del>ATD—List of Employee Names and Date of Last Fit Test</del></p> <ul style="list-style-type: none"> <li><del>● By Agency and by Department</del></li> </ul>
<p><del>FINANCIAL</del></p>
<p><del>Total Costs</del></p> <ul style="list-style-type: none"> <li><del>● By Agency and by Department</del></li> <li><del>● By Month and by Year or any selected time frame</del></li> </ul>
<p><del>Procedure and Service Costs</del></p> <ul style="list-style-type: none"> <li><del>● By procedure / service description</del></li> <li><del>● By Employee</del></li> <li><del>● By Encounter</del></li> </ul>
<p><del>Invoices for services performed</del></p> <ul style="list-style-type: none"> <li><del>● By date, month, type of service</del></li> <li><del>● By service location (EHS, contract clinic)</del></li> <li><del>● By agency/department</del></li> </ul>
<p><del>Statistical reports of services performed</del></p> <ul style="list-style-type: none"> <li><del>● By location (EHS, contract clinic)</del></li> <li><del>● By date or date range</del></li> <li><del>● By agency/department</del></li> </ul>

<ul style="list-style-type: none"> <li>● <del>By specific EHS provider</del></li> <li>● <del>By specific EHS clerical staff member</del></li> </ul>
<b>DEMOGRAPHICS</b>
<p>Count of Employees</p> <ul style="list-style-type: none"> <li>● <del>By County, by Agency and by Department</del></li> <li>● <del>By job title</del></li> </ul>
<p>Age Distribution of Employees</p> <ul style="list-style-type: none"> <li>● <del>By County, by Agency and by Department</del></li> </ul>
<p>Import changes</p> <ul style="list-style-type: none"> <li>● <del>By date, lists changes to demographic information imported from CAPS+</del></li> </ul>
<p>Home address</p> <ul style="list-style-type: none"> <li>● <del>Print label or envelope based upon employee/applicant home address</del></li> </ul>
<b>PRE-PLACEMENTS</b>
<p>Chart labels</p> <ul style="list-style-type: none"> <li>● <del>By day, based upon date pre-placement exam received from contract clinic</del></li> </ul>
<p>Report of pre-placement medical exam</p> <ul style="list-style-type: none"> <li>● <del>By day, based upon date pre-placement exam received from contract clinic</del></li> </ul>
<b>IMMUNIZATIONS</b>
<ul style="list-style-type: none"> <li>● <del>Aggregate count of Employees who require vaccines</del></li> <li>● <del>By type (pre-employment, exposure, or offers of non-required vaccines)</del></li> <li>● <del>By agency and department</del></li> <li>● <del>By employee name</del></li> <li>● <del>By date range</del></li> <li>● <del>By type of vaccine received</del></li> <li>● <del>By results (number of employees who received an optional vaccine for example)</del></li> <li>● <del>By exposure date</del></li> </ul>
<b>MEDICAL SURVEILLANCE EXAMINATION REPORTS</b>
<ul style="list-style-type: none"> <li>● <del>Aggregate Count of Employees who require a medical surveillance exam</del></li> <li>● <del>By type of exam</del></li> <li>● <del>By agency and department</del></li> <li>● <del>By employee name</del></li> <li>● <del>By date range</del></li> </ul>
<b>TUBERCULOSIS SCREENING</b>
<ul style="list-style-type: none"> <li>● <del>Aggregate count of Employees who require Tuberculosis screening</del></li> </ul>



- ~~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 if hosted on County premise 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:~~

- ~~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 issues relating to the System.~~
- ~~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 the 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 800-30 ([http://csrc.nist.gov/publications/nistpubs/800-30-rev1/sp800\\_30\\_r1.pdf](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)	<p>First line of support during normal working hours shall:</p> <ul style="list-style-type: none"> <li>• Assist users with general computer and application questions.</li> <li>• If Tier Zero (0) is unable to answer the question, it shall be referred to Tier One (1).</li> </ul>
HCAIT Service Desk Tier One (1)	<p>Secondary line of support during normal work hours, Service Desk staff shall:</p> <ul style="list-style-type: none"> <li>• Resolve service tickets involving system access problems, passwords, system downtime and errors.</li> <li>• Provide user assistance and any related third party software.</li> <li>• If Tier One (1) is unable to resolve the problem, it shall be referred to Tier Two (2) or Tier Three (3) as appropriate.</li> <li>• 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.</li> </ul>
HCAIT Network HCAIT Software Support Tier Two (2)	<ul style="list-style-type: none"> <li>• Troubleshoot all hardware and network problems.</li> <li>• Troubleshoot all database integrity and performance problems.</li> <li>• Restore data from backup, routine maintenance, software updates and enhancements.</li> <li>• Maintain all required third party software licenses.</li> <li>• Coordinate problem resolution between all third party contractors not related to the system.</li> </ul> <p>If Tier Two (2) is unable to resolve the problem, it shall be referred to Tier Three (3).</p>
Contractor Support Tier Three (3)	<ul style="list-style-type: none"> <li>• Provide 24/7 support to diagnose and resolve application errors.</li> <li>• Resolve problems with the system including all core functionality, Interfaces and other middleware proposed by Contractor.</li> <li>• Resolve problems with any third party software which has been imbedded or integrated with the system.</li> </ul>

#### ~~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.~~
  - ~~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 in this RFP, it is expected that the selected Contractor shall provide training for all the future functionality provided by the AIS, 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 responsibility matrix 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~~



~~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~~

~~When the system is chosen it 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,~~

- ~~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~~

~~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~~

~~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~~

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

## ATTACHMENT A-1

### REVISED SCOPE OF WORK

#### H. 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.

#### I. 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.

## J. SYSTEM COMPONENTS

Below are the components that make up HCA-EHS

### 11. 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.

### 12. 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.

### 13. 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.

### 14. 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.

### 15. 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.

### 16. 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.

### 17. Appointment Scheduling

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

### 18. Medical Consultations

Provided to County agencies and departments on occupational health matters.

#### 19. Billing

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

#### 20. Reports

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

### **K. 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:

7. Allow data input of demographic information of applicants from both EHS and other County Human Resources (HR) staff.
8. 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.
9. 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.
10. 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.
11. 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.
12. Be user-friendly for easy data entry, maintenance, and management of all services.

### **L. SCOPE OF PROJECT**

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

7. Data and Documentation
  - c. Contractor shall provide user manuals and database schema.
  - d. Contractor shall provide System documentation during initial roll-out and subsequent updates.



8. 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.
- d. Access the System in the field utilizing mobile devices.
- e. Provide administrative level access as well as the ability for all employees to have portal view access.

9. Implementation, Initial Database Setup, Customization

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

10. Data Migration and Conversion Requirements

- b. 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.

11. Technical Specifications

3. Internet Browsers

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

- d. Microsoft Internet Explorer 11 or later.
- e. Google Chrome 50 or later.
- f. All mobile platform browsers.

4. 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 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.

## 12. License Usage Agreement

- h. 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.
- i. Contractor shall provide the agreed number of end user Portal licenses to County set forth in Attachment C-1.
- j. 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.
- k. Contractor shall provide System support, database access, and all other services described herein to County's end users.
- l. County shall be responsible for ensuring that only authorized end users access the System.
- m. 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.
- n. Contract is inclusive of the following to be provided by Contractor:
  - vi) System Maintenance and Programming.
  - vii) Application Service Provider (ASP) Operations.
  - viii) User Subscription Licenses.
  - ix) System Customization Support.
  - x) Database Administration and Data Backups.

## 10. 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.

#### 11. 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.

#### 12. General System Requirements

- mm. Ability to create employee groups. These employee groups should have the ability to aid in tracking across multiple agencies and departments.
- nn. Ability for the EHSS forms to electronically be available for completion and submission by County employees and EHS staff.
- oo. Employees shall have the ability to access the system and enter data such as medical history or complete a Tuberculosis (TB) questionnaire.
- pp. Ability for changes/additions to employee records made by EHS staff to be tracked and auditable.
- qq. 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.
- rr. Ability to search by multiple attributes such as first name, last name, date of birth, employee ID#, Social Security number, Agency, etc.
- ss. Allow for comments to be entered into free text fields.
- tt. Support ICD-10 coding.
- uu. Built-in safeguards for audit protections.
- vv. Standardized statistical, management and outcome reports.

- ww. Ability to send automatic email alerts as reminders for appointments.
- xx. Enable specific attributes to be added to job titles, e.g., exam name and time intervals.
- yy. Ability for online appointment scheduling with reminders sent to employees via email.
- zz. Track progress of new applicant/employee process.
- aaa. Create a New Hire Physical Examination directly in the system.
- bbb. Auto notification to HR when applicant passes pre-placement physical exam.
- ccc. Support visual color coding to designate and identify different positions.
- ddd. Retain historical information for staff 30 years after employee separates from County.
- eee. Create unique identifiers for all records.
- fff. Scalable to allow for growth. Intuitive, user-friendly and a simple interface.
- ggg. Integrated system management capabilities for configuration, backup and recovery.
- hhh. 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.
- iii. Have a modifiable table that lists the medical standards for each job title.
- jjj. Convert medical standards to procedures via a modifiable table, with filters for age and gender to determine the type of tests ordered for exams.
- kkk. Customizable if needed through configuration and APIs.
- lll. Support data conversion from current system with requested parameters into new EHSS.
- mmm. Support file database import from other County external sources.
- nnn. Support single to multiple demographic data feeds from external sources.
- ooo. Integration with Microsoft Exchange 2010 and Outlook 2013 or latest version for email services.
- ppp. Import data from common formats and interface with external sources.
- qqq. Export data to common formats such as Excel, MS Word, txt, and PDF.
- rrr. Upload data manually, and from other systems, e.g., scanned and digital sources, pdf, Word, Excel, Power Point, email, and attachments.

- sss. Provide approved managers the capability to review compliance related items with respect to subordinate staff.
- ttt. 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.

### 13. Functional Requirements – Component Specific

#### L. TB Test Components

- 5) Input and view TB test results. Track by employee, department, agency, last test date, and result.
- 6) 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.
- 7) Create notifications and alerts one (1) month prior to expiration, and send notification to employee by email.
- 8) 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).

#### M. Communicable Disease Exposure (CDE) Module

- 4) Ability to import lab results from external sources and also manually input employee, vaccines, and/or other medications given.
- 5) Create notifications and alerts two (2) weeks prior to vaccine dose or follow-up appointment, and send notification to employee by email.
- 6) Ability to send modifiable notification memos to exposed employees by email.

#### N. Return to Work (RTW) Module

- 5) 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.
- 6) 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.
- 7) Automatic "reminder" feature that emails the employee the date when the work restrictions expire.

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

O. Vaccine Administration Module

- 4) Data entry screen shall include the following fields: date vaccination given, injection site on body, medical provider, manufacturer/ vaccine name/lot number.
- 5) Create notifications and alerts two (2) weeks prior to next due vaccine dose or follow-up appointment; and send notification to employee by email.
- 6) Ability to import all current vaccine information statements (VIS) from the CDC.

P. Medical Surveillance Module

12) Hazardous Materials (HazMat)

- e) 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.
- f) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.
- g) 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.

13) Asbestos Examination Module

- f) Available to any employee identified by department or Industrial Hygiene as having the potential for occupational exposure to asbestos or asbestos-containing material.
- g) Ability for the Asbestos Medical Initial and Annual questionnaire (AMQ-I or AMQ-A) to be available electronically for completion and submission.
- h) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.
- h) Include Respirator Certification (RC), PFT, audiogram, and lab work.
- i) 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.
- j) Select appropriate examination components based on age or year since first exposure.

14) SCUBA Examination Module

- e) Available to employees identified as potential or current members of the OCS 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.

- f) Ability to input Stress EKGs performed initially and then annually for those over 35 years of age.
- g) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.
- h) Select appropriate examination components based on age or year since first exposure.

#### 15) Respirator Medical Examination/Fit Testing Module

- c) Ability to configure testing requirements and to define protocols for different employee subgroups.
- d) Ability to input mask make, model and size.

#### 16) Lead Examination Module

- g) 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).
- h) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.
- i) Ability to identify need for an initial exam by job title sub-group.
- j) Ability to notify employees by e-mail for subsequent examination one (1) month prior to examination due date.
- k) Produce cumulative examination reports with lead results on each employee/department for past five (5) years.
- l) Select appropriate examination components based on initial or annual examination.

#### 17) Federal Aviation Administration (FAA) Examination Module

- f) 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.
- g) 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  $\geq 40$ .
- h) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.
- i) Ability to configure for an initial examination by job title.
- j) Ability to notify employees by e-mail for subsequent examinations one (1) month prior to examination due date.

## 18) Hazardous Device School (HDS) Examination Module

- d) 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.
- e) Available to employees identified by OCSD Human Resources or department as Bomb Squad.
- f) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.

## 19) Crane Operator Module

- d) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.
- e) Available to employees identified by their department as Crane Operators.
- f) Include the Physical Examination from the National Commission for the Certification of Crane Operator.

## 20) DMV Examination Module

- c) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.
- d) Available to employees identified by their department as requiring a class B DMV license in order to perform their duties.

## 21) Public Health Examination Module

- d) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.
- e) Identify need for an examination by job title or department.
- f) Notify employees by e-mail for subsequent examinations one (1) month prior to examination due date.

## 22) Hearing Conservation Medical Surveillance (HCMS) Module

- e) Ability to configure testing requirements by job role or title and to define protocols for different employee groups.
- f) Ability to enter results of audiometric testing for potential standard threshold shifts and refer employees for additional audiometric testing if needed.



- g) Ability to create a report of and forward all audiometric results to an outside audiologist for final determination.
- h) Notify employees by e-mail for subsequent examinations due.

#### Q. Pre-Placement Medical Examination Module

- e) Accessible to EHS and County's contract provider.
- f) Associate medical procedures to medical standards and job qualifiers. Associate medical standards to required tests.
- g) Send modifiable notifications to applicants. Notify applicants by email two (2) weeks (or other modifiable time) prior to deadline.
- h) Ability to identify incomplete physical examination and/or medical standard requirements, applicants with POST qualification requirements, and applicant charts for medical doctor review.

#### R. Appointment Scheduling Module

- h) Appointments shall be scheduled for approximately 18,000 employees by EHS and County's contract provider.
- i) 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.
- j) Ability to handle concurrent users to create appointments.
- k) Ability to view multiple EHS and contract clinic provider's calendar concurrently.
- l) Web based portal that enables employees and applicants to create their own appointments and restricts usage based upon their eligibility.
- m) 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.
- n) Ability to print selected calendar information.

#### S. Blood borne Pathogen Module

- d) 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.
- e) 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.

- f) 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.

#### T. Billing Module

- l) Track services ordered and performed by EHS and contract provider.
- m) Validate if the services are completed by EHS or County's contract.
- n) Apply the respective cost for services/procedures completed at EHS and County's contract clinic.
- o) Have a modifiable table listing the description of all available services and the associated costs.
- p) Ability to track the status of the employee/applicant from the time services are scheduled to when the encounter is closed.
- q) Configurable role level security.
- r) Print forms and employee/applicant labels (auto-generated from profile) from the system.
- s) Ability to create a reconciliation spreadsheet for what was ordered versus what was completed.
- t) Generate invoices for the various agencies. Invoice can be configured by date range and other specified variables.
- u) 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.
- v) Ability to hide protected information including Social Security Number (SSN).

#### U. Administration

- l) Support the use of unique identifiers for tracking services performed to employees and new applicants at different locations.
- m) Scheduled data imports, email alerts, and database maintenance, to be run at scheduled times.
- n) System logs of import/export of data.
- o) In-depth logging of file access, changes, and deletions.

- p) Generate exception reports of failed/missing data loads with email notification.
- q) Data to be locked from changes after approval.
- r) Update/add to dropdown list contents as needed.
- s) Edit system descriptions with dropdowns, inputs, and table entries.
- t) Workflow process with multiple selections and approvals.
- u) User creation/role assignment by EHS.
- v) Outside contractor providing services to EHS through proposed system role-creation/maintenance/management.

V. 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.
- 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
<ul style="list-style-type: none"> <li>• By Agency and by Department</li> <li>• By Month and by Year or any selected time frame</li> </ul>
BBP – Count by Type of Exposure
<ul style="list-style-type: none"> <li>• By Agency and by Department</li> <li>• By Month and by Year or any selected time frame <ul style="list-style-type: none"> <li>○ Percutaneous</li> <li>○ Mucus membrane</li> <li>○ Cutaneous with non-intact skin</li> </ul> </li> </ul>
BBP – Elapsed Time from Initial EHS Notification to Time EHS Initiated Action
<ul style="list-style-type: none"> <li>• By Agency and by Department</li> <li>• By Employee Name</li> </ul>
ATD – Immunity to Specified Disease
<ul style="list-style-type: none"> <li>• By incident</li> <li>• By Agency, Department, Location, and/or Job Title</li> <li>• Vaccination status</li> <li>• Titer status</li> </ul>
ATD – Count of specific event
<ul style="list-style-type: none"> <li>• By Agency and by Department</li> <li>• By Month and by Year or any selected time frame</li> </ul>
ATD – List of Employee Names
<ul style="list-style-type: none"> <li>• By Event, by Agency and by Department</li> <li>• By work location</li> <li>• By date or date range</li> </ul>
ATD – List of Follow Up Actions
<ul style="list-style-type: none"> <li>• By employee</li> <li>• Indication if Complete or Incomplete</li> </ul>
ATD – List of Employee Names with Respirator Fit Testing information
<ul style="list-style-type: none"> <li>• Brand of mask</li> <li>• Type of mask</li> <li>• Size of mask</li> </ul>
ATD – List of communicable disease exposure events
<ul style="list-style-type: none"> <li>• By date</li> <li>• By disease</li> <li>• By agency/department</li> </ul>
ATD – List of Employee Names and Date of Last Fit Test
<ul style="list-style-type: none"> <li>• By Agency and by Department</li> </ul>
<b>FINANCIAL</b>
Total Costs
<ul style="list-style-type: none"> <li>• By Agency and by Department</li> <li>• By Month and by Year or any selected time frame</li> </ul>
Procedure and Service Costs
<ul style="list-style-type: none"> <li>• By procedure / service description</li> <li>• By Employee</li> <li>• By Encounter</li> </ul>

Invoices for services performed <ul style="list-style-type: none"> <li>• By date, month, type of service</li> <li>• By service location (EHS, contract clinic)</li> <li>• By agency/department</li> </ul>
Statistical reports of services performed <ul style="list-style-type: none"> <li>• By location (EHS, contract clinic)</li> <li>• By date or date range</li> <li>• By agency/department</li> <li>• By specific EHS provider</li> <li>• By specific EHS clerical staff member</li> </ul>
<b>DEMOGRAPHICS</b>
Count of Employees <ul style="list-style-type: none"> <li>• By County, by Agency and by Department</li> <li>• By job title</li> </ul>
Age Distribution of Employees <ul style="list-style-type: none"> <li>• By County, by Agency and by Department</li> </ul>
Import changes <ul style="list-style-type: none"> <li>• By date, lists changes to demographic information imported from CAPS+</li> </ul>
Home address <ul style="list-style-type: none"> <li>• Print label or envelope based upon employee/applicant home address</li> </ul>
<b>PRE-PLACEMENTS</b>
Chart labels <ul style="list-style-type: none"> <li>• By day, based upon date pre-placement exam received from contract clinic</li> </ul>
Report of pre-placement medical exam <ul style="list-style-type: none"> <li>• By day, based upon date pre-placement exam received from contract clinic</li> </ul>
<b>IMMUNIZATIONS</b>
<ul style="list-style-type: none"> <li>• Aggregate count of Employees who require vaccines</li> <li>• By type (pre-employment, exposure, or offers of non-required vaccines)</li> <li>• By agency and department</li> <li>• By employee name</li> <li>• By date range</li> <li>• By type of vaccine received</li> <li>• By results (number of employees who received an optional vaccine for example)</li> <li>• By exposure date</li> </ul>
<b>MEDICAL SURVEILLANCE EXAMINATION REPORTS</b>
<ul style="list-style-type: none"> <li>• Aggregate Count of Employees who require a medical surveillance exam</li> <li>• By type of exam</li> </ul>

<ul style="list-style-type: none"> <li>• By agency and department</li> <li>• By employee name</li> <li>• By date range</li> </ul>
<b>TUBERCULOSIS SCREENING</b>
<ul style="list-style-type: none"> <li>• Aggregate count of Employees who require Tuberculosis screening</li> <li>• By type of exam</li> <li>• By agency and department</li> <li>• By employee name</li> <li>• By date range</li> <li>• By type of test received</li> <li>• By results including last result and results over time</li> <li>• By exposure date</li> <li>• By TB status (previous positive, negative, etc.)</li> <li>• By receipt of recommended screening (Questionnaire, TB skin test, CXR)</li> <li>• Notification memos to group</li> <li>• Notify exposure group by e-mail when second test is due and continue to notify at set interval until complete</li> <li>• Ability to calculate conversion data</li> </ul>

#### **M. 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.

#### **N. TECHNOLOGY REQUIREMENTS**

##### **H. 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.
- f. Operating Environment:
- 2) 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.
- g. Device Compatibility Requirements:
- 8) 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.
  - 9) All menus and forms shall scale to display appropriately on any device.
  - 10) 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.
  - 11) 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.
  - 12) 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.
  - 13) Forms and menus shall be designed with a preferred input method of touch interface.
  - 14) 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.
- h. County environment:

- 9) X86\_64 compatible processor from Intel or AMD.
- 10) Microsoft Windows 7 and newer.
- 11) Internet Explorer 11 and newer.
- 12) Microsoft Office 2013 and newer.
- 13) McAfee Virus Scan Enterprise.
- 14) McAfee Disk Encryption.
- 15) Network adapter running at 1GB Full-Duplex [minimum requirement).
- 16) Microsoft Bitlocker.

i. Contractor Support Responsibilities

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

- 9) Work with HCA IT staff in monitoring the network performance and connectivity whenever there are issues relating to the System.
- 10) 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.
- 11) Provide technical support to monitor the integrity of data and verify the quality/accuracy of output reports.
- 12) Configure, test, and fine-tune the application server operating system.
- 13) Provide technical support to monitor the performance of the system. Provide technical support and work with HCA IT Staff to modify as required.
- 14) 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.
- 15) 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.
- 16) 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:



- 7) Network Intrusion Detection and Prevention. All systems that are accessible via the internet must actively use a network based intrusion detection and prevention solution.
- 8) 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.
- 9) 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.
- 10) 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.
- 11) Risk Assessment. Application Service Providers hosting data for HIPAA covered services must conduct an accurate and thorough Risk Assessment as required by HIPAA Security Rule, Security Management (§ 164.308(a)(1)). Further, they must follow the risk assessment methodology, based on the latest version of NIST SP 800-30 ([http://src.nist.gov/publications/nistpubs/800-30-rev1/sp800\\_30\\_r1.pdf](http://src.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.
- 12) NIST. To ensure compliance with HIPAA, Application Service Providers shall implement appropriate security safeguards by following National Institute of Standards and Technology (NIST) guidelines.

#### I. 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.

#### J. 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)	<p>First line of support during normal working hours shall:</p> <ul style="list-style-type: none"> <li>• Assist users with general computer and application questions.</li> <li>• If Tier Zero (0) is unable to answer the question, it shall be referred to Tier One (1).</li> </ul>
HCA\IT Service Desk Tier One (1)	<p>Secondary line of support during normal work hours, Service Desk staff shall:</p> <ul style="list-style-type: none"> <li>• Resolve service tickets involving system access problems, passwords, system downtime and errors.</li> <li>• Provide user assistance and any related third party software.</li> <li>• If Tier One (1) is unable to resolve the problem, it shall be referred to Tier Two (2) or Tier Three (3) as appropriate.</li> <li>• 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.</li> </ul>
HCA\IT Network HCA\IT Software Support Tier Two (2)	<ul style="list-style-type: none"> <li>• Troubleshoot all hardware and network problems.</li> <li>• Troubleshoot all database integrity and performance problems.</li> <li>• Restore data from backup, routine maintenance, software updates and enhancements.</li> <li>• Maintain all required third party software licenses.</li> <li>• Coordinate problem resolution between all third-party contractors not related to the system.</li> </ul> <p>If Tier Two (2) is unable to resolve the problem, it shall be referred to Tier Three (3).</p>
Contractor Support Tier Three (3)	<ul style="list-style-type: none"> <li>• Provide 24/7 support to diagnose and resolve application errors.</li> <li>• Resolve problems with the system including all core functionality, Interfaces and other middleware proposed by Contractor.</li> <li>• Resolve problems with any third party software which has been imbedded or integrated with the system.</li> </ul>

#### K. 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:
  - 6) Maintain the system's program code to provide the functionality defined in project analysis and design documents.
  - 7) 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.
  - 8) 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.

- 9) 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.
  - 10) 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.
- c. Contractor shall utilize the following Severity Index for categorizing and prioritizing application errors.
- 9) Severity 1 - Application errors that cause:
    - e) Problems in completing less than 10% of system processes.
    - f) Problems having an immediate adverse impact to performing inventory processes.
    - g) Disruption in service resulting in system unavailable for one (1) hour.
    - h) Disruptions affecting HCA staff and our business partners.
  - 10) Severity 2 - Application errors that cause:
    - d) Major operational impact, even if workarounds are available.
    - e) Problems having an adverse impact to business within 24 hours.
    - f) Problems affecting business partners from logging into the system.
  - 11) 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.
  - 12) 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.
  - 13) 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.
  - 14) Contractor shall provide a means for HCA staff to report problems via email, telephone, or online submission.
  - 15) 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.

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

- j) Criteria for diagnosing reported problems and determining root cause(s) of problem.
- k) Use of Severity Index criteria for assessing the impact of reported problems.
- l) Procedures determining responsibility for problem resolution.
- m) Defining response time for various categories of problems.
- n) Documenting the response and subsequent actions.
- o) Procedures for escalating disagreements with HCA regarding cause of the problem and responsible party.
- p) Procedures for working cooperatively with HCA staff to promptly resolve problems.
- q) Tracking all problem reports.
- r) Contractor shall update and distribute user and operational documentation to reflect any software corrections/changes.

#### L. 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.

##### h) 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.

##### i) 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.

##### j) 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.

##### k) Administrator

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

l) Software Support

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.

m) 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.

n) 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.

M. Documentation Requirements

d. Application/Server Documentation

Contractor shall provide HCA IT with the following:

- h) How to report and trouble shoot server related hang-ups and problems
- i) How to verify if the user has lost a connection to the server/application
- j) How to assign rights and privileges
- k) How to manage reporting module which includes but is not limited to creating reports
- l) How to set up, clear, and troubleshoot print issues
- m) How to assign and reset a user password
- n) How to maintain all system interfaces and peripherals

e. Application User Documentation

Contractor shall provide Super Users with the following:

- p) How to enter data into the application, track status of a request, find data already entered,
- q) Generate reports appropriate to their group rights.

- r) How to verify if a user has lost a connection to the application.
  - s) How to troubleshoot minor installation issues
  - t) Perform standard and advanced searches and to generate reports appropriate to group rights.
  - u) Troubleshoot lost connections to the application/server.
  - v) How to check print queues.
  - w) Advanced reporting features.
  - x) Interface troubleshooting.
  - y) How to upload/attach documents into the system.
  - z) How to create ad hoc reports.
  - aa) How to modify look up tables and add/inactivate a list item.
  - bb) Find lost records.
  - cc) Delete duplicate records.
  - dd) Troubleshoot locked records
- f. Super User Documentation

Contractor shall provide Super Users with the following:

- 10) Perform standard and advanced searches and to generate reports appropriate to their group rights
- 11) Troubleshoot lost connections to the application/server
- 12) How to check print queues
- 13) Advanced reporting features
- 14) Interface troubleshooting
- 15) Delete duplicate records
- 16) Troubleshoot locked records
- 17) Find lost records/cases

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

#### N. 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

###### 15) 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 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.

#### 16) 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.

#### 17) 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

#### 18) 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.

#### 19) 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.

#### 20) Develop System Specifications Document

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.

#### 21) Customize & Configure Core System Software



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

#### 22) 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.

#### 23) 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.

#### 24) Unit Test Code Corrections

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

#### 25) Integration & Regression Testing

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

#### 26) 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.

#### 27) 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.

#### 28) System Tuning

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.

### **O. 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
- 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.

## **ATTACHMENT B**

### **CONTRACTOR'S SCOPE OF WORK**

#### **Executive Summary**

Contractor and County shall work together on the implementation of Cority's industry-leading occupational health and safety ("EHS") software for the Occupational Health suite using Version GX2 ("Software"). Contractor shall assist with health and safety regulatory compliance. More importantly, it will support your team in identifying risk, to assist with your goals of preventing injury and illness, and safeguarding the health, safety and productivity of your workforce.

Contractor shall provide County with strategic EHS guidance and hands-on experience. Contractor's professional services begin with your assigned County Service Consultant ("CSC"):

- reviewing the business flows that are to be implemented,
- understanding the business requirements,
- recommending updates to your specific business process based on the core functionality in the new Cority system

Contractor shall work with County's team to configure the system based on the information gathered during the review of the business processes and related purpose-built workflows, which are intended to optimize your use of the Cority software. Some activities will be completed by the Cority CSC while - others shall be completed by the County project team during the project implementation.

#### **Proposed Approach, Scope, Deliverable Plan, and Effort**

##### **Approach**

Cority proposes that their Contractor's Implementation Methodology (CIM) shall be used to manage the County Employee Health Cority Software project. This comprehensive and scalable method is designed to guide the efficient implementation of the Cority application. With predefined purpose-built workflows and templates for rapidly creating project work deliverables, the structured business flow approach iteratively tailors the Software to your organization's unique requirements. From defining scope and strategy through to system go live, CIM encompasses essential project steps to minimize risk and facilitate a fast, high-quality implementation.

Within this structured framework, the method is flexible enough for the implementation effort to be tailored to the specific and unique needs of the organization. Cority's Implementation Method (CIM) uses the products' integrated EHS business flows and provides a proven, flexible and scalable process and toolkit for use by the Contractor Professional Services team.

Through these templates, the Cority -consultants can utilize their own experience and that of their peers in the Contractor's Professional Services team. These features combine to enable a rapid implementation. CIM was developed with the following core attributes:

- A business process focus
- A predefined process model - Contractor integrated EHS
- Early introduction of hands-on familiarization and testing of the GX2 functions and features
- Iterative refinement/testing cycles
- Early adoption and development of the confident user

The County's CIM methodology is a hybrid between a waterfall and agile approach. The phased approach within CIM is waterfall that allows the project to go from one phase to another once fulfilling the requirements and deliverable of each phase that maintaining linear progressions. Within each phase the approach is an agile and iterative that allows delivery of software frequently and allows all teams to work closely on the implementation. The County have hands on configuration exposure starting in the Refine phase of the project. The CIM methodology has been used successfully on hundreds of projects and is the module recommended to support the County implementation.

### Project Phases



CIM segments the project lifecycle into five phases that include quality and control checkpoints and allow coordination of project activities that have a common goal. During a project phase, the project team will execute tasks in several streams. The project is managed utilizing a set of tools defined by Contractor's Project Management. Quality is built in from the project's inception as prototyping occurs throughout each phase.

### Scope

CIM projects require a full commitment of project staff, as outlined in the roles and responsibilities section of this SOW, to achieve a rapid execution of project deliverables. Our current plan is to work with you to determine the start date of the engagement to complete the implementation of the following scope of suites/modules. The project duration will be confirmed following Workshop 1.

- An OH suite implementation

### Key Scoping Details

- A project teaming model, as outlined in the Roles and Responsibilities section of this document, will be followed. Primary project definition & configuration will be completed and standardized with all County sites in mind and all sites will go live at the same time
- The version to be implemented is Contractor GX2. The suites to be implemented are:
  1. Occupational Health ("OH")
  2. Medical MyContractor
- Hosting Model: Contractor Hosted
- Implementation Methodology: CIM – rapid prototyping method
- The legacy database has a SQL backend or is a relational database that can be extracted to flat file (\*.csv) format and the database will be sent to Contractor

## Legacy Data Conversion

Legacy Data Conversion Scope Table:

Legacy System Name
Data on Legacy County servers (assumes one unified database) to be converted into the Contractor application servers

This table outlines the key steps in the data conversion process. A detailed task plan will be prepared to provide further details for the steps, name task owners, and outline specific dates, as described in summary in the table below.

Key Step	Task and Responsibilities	Owner
Data Mapping	Complete with input from County If there are data fields currently captured in the legacy data system that are not available in the core Contractor solution, then notes or Questionnaires fields will be used to store these data element	Contractor
	Sign off on mapping document for accuracy and completeness	County
Conversion Script Development	Develop scripts based on approved mapping document to extract the data from the legacy system and load the data into Contractor	Contractor
Initial Conversion	Scrub and provide production legacy database to be converted	County
	Run the extract scripts based on the mapping document, identify any data fields/type other than Notes fields which cannot be extracted.	Contractor
	Provide list of fields that cannot be extracted to the HCA team. Work with the HCA team to obtain extracts of these data fields and map them to Notes or Questionnaire fields. Per Cority's review of the fields in the current EHS system, all the data fields will be successfully mapped to the current Cority system	Contractor
	Define standard default values for fields that cannot be extracted or signoff that these fields will not be part of the conversion	County
	Run conversion scripts and load extracted data into the Test Environment (with log files)	Contractor
	Provide guidance on the scope and approach to be taken for data validation	Contractor
	Validate data and create issues list	County
	Sign off on data validation comprehensive completion as approval to start the interim conversion	County
Interim Conversion	Scrub the database based on actions from the Initial Conversion and provide updated production legacy database to be converted	County
	Run conversion scripts and load extracted data into the Test Environment (with log files)	Contractor
	Provide guidance on the scope and approach to be taken for data validation	Contractor

	Validate data and create issues list	County
	Sign off on data validation comprehensive completion as approval to start the final conversion	County
Final Conversion	Provide final updated production legacy database to be converted	County
	Run scripts and load extracted data into the Production Environment (with log files)	Contractor
	Validate all data has been converted and sign off on completion	County

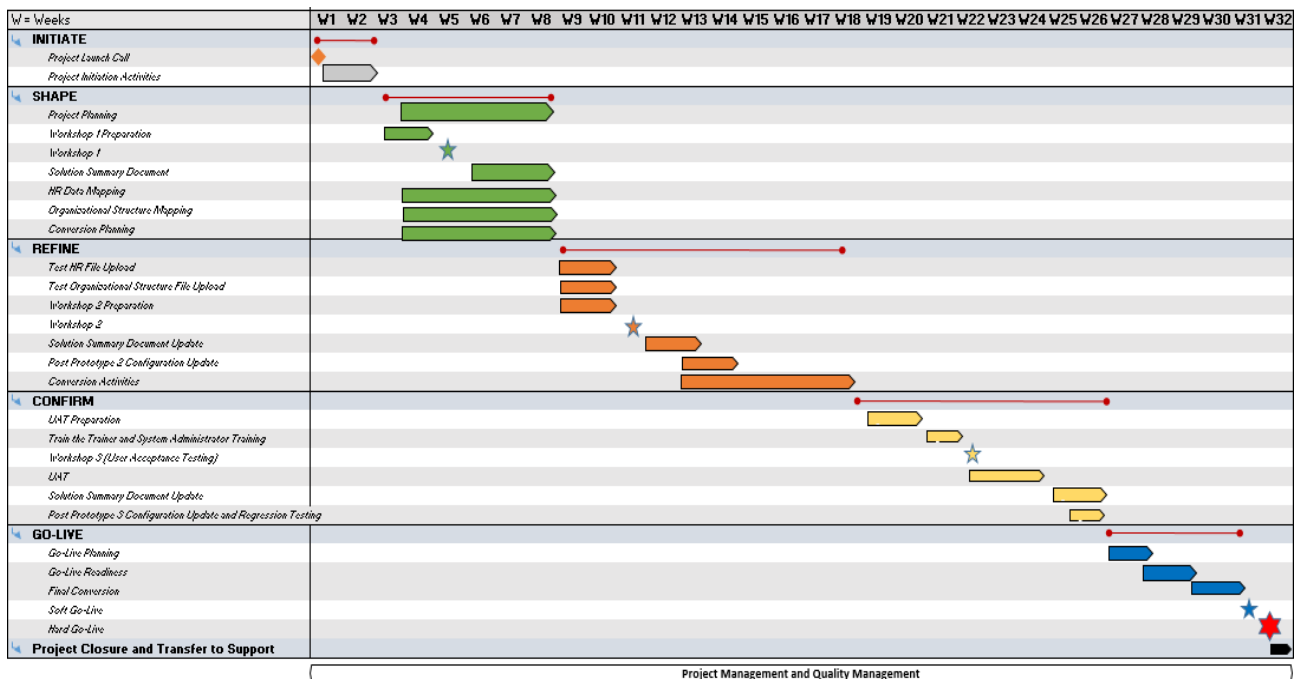
### Project Deliverable

Phase	Deliverable	Owner	Remote or Onsite
Initiate	Infrastructure Setup Completed	Contractor	Remote
	Purpose Built Workflows	Contractor	Remote
	Project Launch Call	Contractor	Onsite
Shape – Workshop 1	Project Status Reports	Contractor	Remote
	Project Team Orientation	Contractor	Remote
	Conduct Workshop 1	Contractor	Onsite
	Prepare Workshop Solution Document	Contractor	Remote
	Data Conversion Requirements and Strategy	Contractor	Onsite
	Employee Demographic Data and Organizational Structure Plan	Contractor	Remote
	Standard Contractor User and System Guides	Contractor	Remote
	Define Reporting and Information Access	Contractor	Remote
Refine – Workshop 2	Project Status Reports	Contractor	Remote
	Define Application Security and Design Security Profiles	Contractor	Remote
	Load Employee Demographic data and Organizational Structure	Contractor	Remote
	Workshop 2 and Documents	Contractor	Remote
	Mapping	Contractor	Remote
	Provide copy of legacy database	County	Remote
	Initial Conversion	Contractor	Remote
	Conversion validation, list of issues, and sign off	County	Remote
	Design, Develop in-scope Imports	Contractor	Remote
	Provide sample User Acceptance Testing (“UAT”) test cases	Contractor	Remote
	Develop Testing & validation plan	County	Remote
	Create User Acceptance Testing test cases specific to the configured workflows	County	Remote
	Update mapping	Contractor	Remote
Confirm – Workshop 3	Project Status Reports	Contractor	Remote
	Update and provide copy of legacy database	County	Remote
	Interim Conversion	Contractor	Remote
	Conversion validation and sign off	County	Remote
	Transition and Service Request Form	Contractor	Remote
	Updates to the Working Action and Solution document (workshop document continued) also include in above phases	Contractor	Remote
	Conduct Workshop 3 / System Test and Documents	Contractor	Remote

	Create User Guides specific to the configured workflows	County	Remote
	Administrator Training	Contractor	Remote
	Train the Trainer Training	Contractor	Onsite
	Complete User Acceptance Testing	County	Remote
	End User Training	County	Remote
Go Live – Production	Project Status Reports	Contractor	Remote
	Cutover meeting between Professional Services and Contractor Support	Contractor	Remote
	Verify Production Readiness	Contractor	Remote
	Update and provide copy of legacy database	County	Remote
	Final Conversion	Contractor	Remote
	Conversion validation and sign off	County	Remote
	Begin Production	Contractor	Onsite
	Close Project and Contract	Contractor	Remote
	Document Lessons Learned and Archive Project	Contractor	Remote

### Project Plan

A typical GX2 Timeline and key project tasks are outlined in the following Gantt chart.



### PROJECT EFFORT

Contractor’s implementations requires project teaming with County. Contractor shall rely on County’s commitment to the process to ensure the project delivers on time and on budget and that your organization can align to our core functionality. The County resource allocations as outlined in the Roles and Responsibilities section of this document are a minimum expectation to support this fixed priced project.

## Detailed Scope

Configuration	OH – Up to	Assumptions
Layouts	15	
Business Rules	5	
Views	20	
Roles	20	Applies to functional roles only
Questionnaires	100	Up to 100 questionnaires, each with an unlimited number of questions per questionnaire. The number of questionnaires required to support the defined configuration will be confirmed following Workshop 1. The Contractor team will work with the Orange County team to equip the Super User with the skills to support the creation of the questionnaires
Letters	100	Up to 2 pages per letter Up to 100 letters, each up to two pages. The number of letters required to support the defined configuration will be
		confirmed following Workshop 1. The Contractor team will work with the Orange County team to equip the Super User with the skills to support the creation of the letters
Smart Notes	5	
Report Writer Reports	5	
Dashboards	3	Up to 8 indicators in each dashboard
Project Activity		Maximum Number of Days*
		OH
Workshop 1 Sessions (2 consultants) – onsite		3.5
Workshop 2 Sessions (1 consultant) – remote		2
Workshop 3 Sessions (1 consultant) – remote		1
Train the Trainer Sessions (1 consultant) (in-scope for up to 6 participants - onsite		3.5
End User Training Sessions (1 consultant for 11 additional sessions each with up to 6-participants (or 5 sessions with 2-CSCs and up to 12 participants) – onsite		38.5 total days

\*Sessions 2-days or longer may be provided at the County site when and on such terms as agreed by Contractor. All other sessions will be led via WebEx.

## General Scope Details



Configuration/Activity	General – Number of Sessions	Assumptions
Form Builder	1	
HR Integration Iterations	unlimited	While the scope has been set to an unlimited number of iterations the decision for the organizational structure is a critical path project task in the Shape phase. The project will not be able to move to the Refine phase until this configuration item has been finalized. In our experience the typical number of iterations is up to 5
Administrator Training Sessions (1 consultant)	8	Up to 16 hours in total delivered in up to 2-hour long WebEx sessions

### Roles and Responsibilities

Our goal is to get the project into a production state quickly; so County can start to gain the benefits of their Contractor investment. To that end we provide skilled and experienced professional consultants who will support your County team with 'step by step' guidance. They have a set of templates and documents that your team will update and then utilize with your product configuration going forward.

The proposed integrated project team effort approach outlined within our model represents an average resource commitment for an organization of your size and complexity.

### Resource Roles and Responsibilities

Role	Role Description	FTE % and Deliverables
County Project Manager	The County Project Manager (CPM) is the liaison between the County staff assigned to the implementation and the Contractor CSC. The CPM will coordinate all activities and tasks related to the implementation that involve County personnel. The CPM will attend project status meetings, review the project plan in conjunction with all members of the team, and has joint responsibility with the Contractor Project Manager for managing	20% <ul style="list-style-type: none"> <li>• System champion</li> <li>• Work with the Contractor PM to create a project plan that leverages the Contractor CIM templates and includes County project stage gates/milestones</li> <li>• Provides regular communication to stakeholders and end users regarding project progress; facilitates buy in of the system</li> <li>• Attends weekly or other mutually agreed scheduled project status meetings</li> <li>• Manages the Project Task list and related due dates/assignments</li> <li>• Project Governance</li> <li>• Coordinates specific User Acceptance Testing of the</li> </ul>

	<p>the project to the agreed-upon timeline. The CPM works closely with the Contractor CSC to support timely completion of all project tasks, raises concerns and risks where needed, and mitigates any activity that could negatively impact the schedule. In many projects the functional lead will act at the COUNTY Project Manager.</p>	<p>Software</p> <ul style="list-style-type: none"> <li>Responsible for providing and obtaining sign off on key deliverables from team members</li> </ul>
<p>County Functional Lead for each major functional area (e.g. OH, Safety, and IH)</p>	<p>The responsibility of the functional lead is to work with the functional or end-users of the system to assure system fit and to keep end users informed and accountable for implementation assignments.</p>	<p>25%-50%</p> <ul style="list-style-type: none"> <li>Actively participate in the Prototyping workshops. NOTE: if there are multiple sites, each with different processes, then representatives from each site may wish to participate.</li> <li>Leads discussion and decision-making regarding code/look-up tables: additions, deletions, clean up, etc.</li> <li>Provides lead role in review of business processes, determining if revisions need to be made; leadership for change management</li> <li>Attends weekly or other mutually agreed scheduled project status meetings Assigns end users and role security</li> </ul>
		<ul style="list-style-type: none"> <li>Decision maker for global system settings, translations, required fields</li> <li>Coordinates standardization of questionnaires, letters, surveillance groups</li> <li>Documents the configuration for the test and production environments</li> <li>Ad hoc report writing</li> <li>Validates import configuration</li> <li>Validate testing of standard Software</li> <li>Lead for User Acceptance Testing and test case creation</li> <li>Reviews learning plan and makes</li> </ul>

		recommendations
County Technical Lead	The technical lead will be responsible for coordination of all technical related assignments and responsibilities of the project. The types of technical skills required to support the implementation are Windows Server Administrator, and Network Administrator.	10% <ul style="list-style-type: none"> <li>• Ad hoc report writing</li> <li>• Coordinates imports</li> <li>• Secures necessary hardware for Contractor Employee Import Program ("MEIP") and/or Contractor Generic Import Program ("MGIP")</li> <li>• Assists with Software installation for MEIP and/or MGIP</li> <li>• Support Contractor Automated Email Notification ("MAEN") testing and</li> <li>• troubleshooting</li> </ul>
Contractor Project Manager (MPM)	The MPM will serve as the primary point of contact throughout the project and has overall responsibility at Contractor to support a successful implementation of the Software solution at the County site. The MPM is the liaison between the Contractor team assigned to the implementation and the County PM. The MPM will coordinate all activities and tasks related to the implementation that involve Contractor personnel. The MPM will attend project status meetings, review the project plan in conjunction with all members of the team, and has joint responsibility with the CPM for managing the project to the agreed-upon timeline. The MPM works closely with the Contractor CSC to support timely completion of all project tasks, raises concerns and risks where needed, and mitigates any activity that could negatively impact the schedule.	10% - 20% <ul style="list-style-type: none"> <li>• Work with the County PM to create a project plan that leverages the Contractor CIM templates and includes County project stage gates/milestones</li> <li>• Provides project plan templates and works with the County to develop mutually agreed upon milestones and timelines</li> <li>• Mobilize project resources</li> <li>• Coordinates status meetings to review project progress and discuss and resolve project issues</li> <li>• Manages and confirms project deliverables/signoffs including the critical success factors</li> <li>• Manages project scope, budget and schedule Serves as first point of escalation on the project</li> </ul>
Contractor County Services Consultant(CS C)	The CSC is a highly qualified and experienced professional having extensive subject matter expertise with the Contractor application. The CSC translates the Countys' business workflows into practical and scalable solutions, while empowering the	25%-50% <ul style="list-style-type: none"> <li>• Assists with refining and confirming the users' requirements to achieve system fit</li> <li>• Conduct/lead configuration requirements</li> </ul>

	County team to confidently	
	utilize the required components to meet their business needs. The CSC has first-hand knowledge of the many subjects involved in implementing software applications as well as direct access to other Contractor subject matter experts for collaborative discussions to overcome project challenges. The CSC works closely with each implementing organization to understand their business practice requirements and apply them to the purpose- built workflows that are integrated into the software; this understanding enhances the user experience and increases operational efficiencies to maximize County satisfaction with the Contractor solution.	<ul style="list-style-type: none"> <li>Assists with demographic data and organizational structure load</li> <li>Leads or co-ordinates System Administrator/train the trainer Training</li> <li>Coordinates functional meetings to review project progress and discuss and resolve project issues</li> <li>Addresses application implementation issues and co- ordinates disposition</li> <li>Recommends learning and adoption approach</li> <li>Advises/supports County completion of the user acceptance testing</li> </ul>
Contractor Consultant, Technical	The Contractor Technical Consultant will serve as the technical point of contact throughout the project and assists the Contractor CSC to support a successful implementation of the Software. The Technical Consultant is a highly qualified and experienced professional having first-hand knowledge of the technical requirements and complex tasks associated with implementing the Contractor solution.	10% <ul style="list-style-type: none"> <li>Provides Overview of web services, importing tools and reporting tools</li> <li>Explain technical topics to COUNTYs during an implementation</li> <li>Support CSC in advanced configuration topics</li> <li>Assist with and Review data conversion mapping</li> <li>Assist with technical Service Requests documentation</li> <li>Assist with application issue review</li> </ul>
Contractor Programmer	The Contractor Programming team provides an in- depth knowledge of the Contractor Software application and database structure to support data conversions.	10%-50% <ul style="list-style-type: none"> <li>Provide feedback on the data conversion plan</li> <li>Management and running of scripts</li> <li>Provide log file with error log</li> <li>Provide feedback/support on any data related activities</li> </ul>

The resource levels noted in the table above represent averages and demands and may peak and drop throughout the duration of the project.

### Change Control Process

Any adjustments to the deliverables in ~~this~~ the SOW provided by Cority shall be reviewed for approval between with the County team and managed using the Contractor Change Order Form.

Time for any requested activities outside the Contractor Statement of Work and related quote will be documented for approval on a Change Order and billed on a time and materials basis at Contractor's standard consulting rates. Deliverables as related to any Change Order will not commence until it has been approved and signed off by the County. A Change Order would also be used in scenarios in which the project has been placed on hold for a definitive period due to a change in County resource availability (demonstrated by missed or rescheduled meetings over a 30-day period). In this specific case, the Change Order would be used to document the reason for the project interruption and the mutually agreed upon re-initiation plan including possible Contractor staffing reassignment.

**ATTACHMENT C****COMPENSATION AND INVOICING****~~1. Compensation~~**

~~This is a fixed price Contract not to exceed the amount of \$380,000 for the Term of Contract.~~

~~The 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 the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the 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:~~

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):~~

Phase/Milestone	Description	Criteria	Fees per Milestone
Initiate	Implementation/Project Management	• Initiate Call	\$5,000
Shape/Workshop 1	Implementation/Project Management	• Workshop 1 Completed	

	Data Conversation	• 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	\$ 25,000
○ 50 Super User, 7 EHS Super User	
○ 2 EHS full Administrators	
○ 6 Concentra super user	
○ 5 CEO Human Resources	
○ Accurately populate the Cority Import Template	
○ 2 COUNTY IT full administrator	
Total	\$125,000

3. ~~**Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. . A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The 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 the Contractor's profit will not be allowed.~~
4. ~~**Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted 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 the County du ring the term of this Contract not otherwise specified and provided for within this Contract.~~
5. ~~**Contractor's Expense:** The Contractor will be 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:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.~~
- A. ~~Payment for annual software subscription: Payment shall be made in advance within 30 days after receipt of an invoice.~~

~~B. Payment for one-time fees (Project Implementation): Payment shall be made milestone payment schedule within 30 days after receipt of an invoice.~~

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

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

~~7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the 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 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.~~

**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.

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

#### B. 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

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

Phase/Milestone	Description	Criteria	Fees per Milestone
Initiate	Implementation/Project Management	• Initiate Call	\$5,000
Shape/Workshop 1	Implementation/Project Management Data Conversation	• Workshop Completed • Workshop Solution Document approved	\$27,200
Refine/Workshop 2	Implementation/Project Management	• Workshop completed	

	Data Conversation	<ul style="list-style-type: none"> <li>Updated Workshop Sol. Document approved</li> </ul>	\$37,000
Confirm/Workshop 3	Implementation/Project Management Data Conversation Training	<ul style="list-style-type: none"> <li>Workshop 3 Completed</li> <li>Updated Workshop Sol. Document approved</li> <li>UAT signed off</li> </ul>	\$48,600
Go-Live	Implementation/Project Management Data Conversation	<ul style="list-style-type: none"> <li>Approved to proceed to production Cut – Over</li> </ul>	\$7,200

**Summary of Charges:**

Description	Amount
<ul style="list-style-type: none"> <li>Implementation/Project Management</li> </ul>	\$ 75,000
<ul style="list-style-type: none"> <li>Data Conversation</li> </ul>	\$ 25,000
<ul style="list-style-type: none"> <li>Training <ul style="list-style-type: none"> <li>50 Super User, 7 EHS Super User</li> <li>2 EHS full Administrators</li> <li>6 Vendor super users</li> <li>5 CEO Human Resources</li> <li>Accurately populate the Cority Import Template</li> <li>2 COUNTY IT full administrator</li> </ul> </li> </ul>	\$ 25,000
Total	\$125,000

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

Regular Rate: \$225/hour

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

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

11. **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.
12. **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.

13. **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.
14. **Payment Terms:**
- C. 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.
  - D. 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.
  - E. 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.

15. **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.
16. **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:
- m. Contractor's name and address
  - n. Contractor's remittance address
  - o. Contractor's Taxpayer ID Number
  - p. Name of County Agency/Department
  - q. Delivery/service address
  - r. Master Agreement (MA) or Purchase Order (PO) number
  - s. Agency/Department's Account Number, if applicable
  - t. Date of invoice
  - u. Product/service description, quantity, and prices
  - v. Sales tax, if applicable
  - w. Freight/delivery charges, if applicable
  - x. 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](mailto:hcaap@ochca.com) or forwarded to:

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

17. **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.

**ATTACHMENT D****BUSINESS ASSOCIATE CONTRACT****A. GENERAL PROVISIONS AND RECITALS**

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

2. The Parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County pursuant to, and as set forth in, the Contract MA-042-19010518 that are described in the definition of "Business Associate" in 45 CFR § 160.103.

3. The County wishes to disclose to Contractor certain information pursuant to the terms of the Contract MA-042-19010518125, some of which may constitute Protected Health Information ("PHI"), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract MA-042-19010518.

4. The Parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract MA-042-19010518 in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

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

6. The Parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the Contractor in the same manner as they apply to a covered entity (County). Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract MA-042-19010518.

**B. DEFINITIONS**

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

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

a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

2. Contractor agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Contract MA-042-19010518\_\_\_\_, to prevent use or disclosure of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County other than as provided for by this Business Associate Contract.

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

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

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

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

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

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

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

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

11. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, that information collected in accordance with the Contract MA-042-19010518, in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

12. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA Privacy and/or Security rules Contractor shall comply with the requirements of 45 CFR Part 164 that apply to County in the performance of such obligation.

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

#### D. SECURITY RULE



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

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

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

**E. BREACH DISCOVERY AND NOTIFICATION**

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

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

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

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

County Privacy Officer	HCA Information Technology Security Officer
Linda Le, CHPC, CHC, CHP County Privacy Officer OCIT   CEO   SECURITY 1501 E. St. Andrews Place Santa Ana, CA 92705 Office: (714) 834-4082 E-Mail: <a href="mailto:linda.le@ceoit.ocgov.com">linda.le@ceoit.ocgov.com</a> <a href="mailto:privacyofficerinbox@ceoit.ocgov.com">privacyofficerinbox@ceoit.ocgov.com</a>	David Castellanos (714) 834-3433 200 W. Santa Ana Blvd., 10th Floor Santa Ana, CA 92701 <a href="mailto:dcastellanos@ochca.com">dcastellanos@ochca.com</a>

a. Contractor’s notification may be oral, but shall be followed by written notification within twenty-four (24) hours of the oral notification.

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

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

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

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

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

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

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

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

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

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

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

7. Contractor shall provide to County all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after Contractor's initial report of the Breach to County pursuant to Subparagraph E.2 above.

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

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

#### F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. Contractor may use or further disclose PHI County discloses to Contractor as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Contract MA-042-19010518, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County except for the specific Uses and Disclosures set forth below.

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

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

i. The Disclosure is required by law; or

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

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

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

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

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

#### G. OBLIGATIONS OF COUNTY

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

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

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

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

#### H. BUSINESS ASSOCIATE TERMINATION

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

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

b. Immediately terminate the Contract MA-042-19010518, if Contractor is unwilling or unable to cure the material breach or end the violation within thirty (30) days, provided termination of the Contract MA-042-19010518 is feasible.

2. Upon termination of the Contract MA-042-19010518, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.

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

b. Contractor shall retain no copies of the PHI.

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

3. The obligations of this Business Associate Contract shall survive the termination of the Contract MA-042-19010518.

**ATTACHMENT E**

**OCHCA SECURITY REQUIREMENTS AND GUIDELINES FOR CONTRACTORS AND APPLICATION SERVICE PROVIDERS**



County of Orange Health Care Agency



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



02/2017



## TABLE OF CONTENTS

1 OVERVIEW .....	111
2 GENERAL SECURITY REQUIREMENTS .....	111
3 ENCRYPTION.....	112
4 NETWORK APPLICATION DOCUMENTATION .....	112
5 ACCESS MANAGEMENT .....	112
6 PASSWORD MANAGEMENT .....	113
7 AUDIT CAPABILITIES.....	113
8 PROTECTION FROM MALICIOUS CODE .....	114
9 REMOTE SUPPORT FUNCTIONALITY .....	114
10 HCA DATA USAGE .....	114
11 CLOUD SOLUTIONS.....	114
12 POLICIES .....	115
13 BUSINESS CONTINUITY / DISASTER RECOVERY PLANS .....	117
14 BACKUP AND RESTORE.....	117
15 STAFF VERIFICATION.....	117
16 IT PHYSICAL SECURITY AND ACCESS CONTROL.....	118
17 IT SECURITY COMPLIANCE AND TRAINING.....	119
18 SECURITY TESTING RECOMMENDATIONS.....	119
19 VENDOR DELIVERABLES.....	121

## SECTION V: MODEL CONTRACT

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### 1 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.

### 2 General Security Requirements

- The application/system must meet the general security standards based upon ISO 17799 – Code of Practice for Information Security and ISO 27799 – Security Management in Health Using ISO 17799.
- The application must run on an operating system that is consistently and currently supported by the operating systems 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.

## SECTION V: MODEL CONTRACT

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

### 3 Encryption

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

### 4 Network Application Documentation

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

### 5 Access Management

- Application/system must control access to and within the system at multiple levels (e.g. per user, per user role, per area, per section of the chart) through a consistent mechanism of identification and authentication of all users in accordance with the 'Role Based Access Control' (RBAC) standard.
- Application/system must support measures to define, attach, modify and remove access



## SECTION V: MODEL CONTRACT

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rights for all classes of users.

- Application/system must support measures to enable and restrict access to the whole and/or sections of the technology solution in accordance with prevailing consent and access rules.
- Application must have the ability to create unique user accounts.
- Application must support session timeouts or automatic logoff after 20 minutes of inactivity.
- The application must provide functionality to automatically disable or lock accounts after 60 days of inactivity.

### 6 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 4 passwords.
- Accounts must be locked after five unsuccessful login attempts.
- The password must be at least 8 characters in length and a combination of letters, numbers, and special characters with at least 3 of the four following categories.
  - ◆ Uppercase letters (A through Z)
  - ◆ Lowercase letters (a through z)
  - ◆ Numeric digits (0 through 9)
  - ◆ Special Characters (! @ # \$ % ^ & etc.)

### 7 Audit Capabilities

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

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

## SECTION V: MODEL CONTRACT

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- 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).

### 8 Protection from Malicious Code

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

### 9 Remote Support Functionality

- Provider must conform to OCHCA Vendor Remote Access Policy.

### 10 HCA Data Usage

- During the course of any implementation and subsequent support and life cycle management, any OCHCA data that the 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.

### 11 Cloud Solutions

## SECTION V: MODEL CONTRACT

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

- **SSAE 16.** SSAE 16 SOC 2 Type 2 or SSAE 16 SOC 1 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 (§ 164.308(a)(1)). Further, they must follow the risk assessment methodology, based on the latest version of NIST SP 800-30 ([http://csrc.nist.gov/publications/nistpubs/800-30-rev1/sp800\\_30\\_r1.pdf](http://csrc.nist.gov/publications/nistpubs/800-30-rev1/sp800_30_r1.pdf)). Upon request, the Risk Assessment findings and remediation strategy must be shared with OCHCA.
- **NIST.** To ensure compliance with HIPAA, Application Service Providers shall implement appropriate security safeguards by following National Institute of Standards and Technology (NIST) guidelines.

## 12 Policies

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

## SECTION V: MODEL CONTRACT

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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.

## SECTION V: MODEL CONTRACT

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- Provide the County with any annual audit summaries and certifications, including but not limited to HIPAA, ISO or SOX audits, as applicable.
- Designate a single point of contact to facilitate all IT security activities related to services provided to the County, with the allowance of appropriate backups. Such contact(s) must be available on a 7/24/365 basis.

### 13 Business Continuity / Disaster Recovery Plans

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

### 14 Backup and Restore

The 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).

### 15 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. The County may, at its sole discretion, also request the vendor's certification that the vendor employee has undergone a chemical/drug screening, with negative results, prior to granting access to the County facilities.
- **Background Checks.** In accordance with applicable law, the 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,

## SECTION V: MODEL CONTRACT

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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.

### 16 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

## SECTION V: MODEL CONTRACT

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procedures.

- Report any unsafe conditions to the facility's safety representative.
- Report any access violations or security threats to the facility's local security administrator.

### 17 IT Security Compliance and Training

The 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.

### 18 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.

**SECTION V: MODEL CONTRACT**

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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.



## SECTION V: MODEL CONTRACT

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

### 19 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 16 SOC 2 Type 2 or SSAE 16 SOC 1 Type 2 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

**SECTION V: MODEL CONTRACT**

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- IT Security Policies and Procedures
- IT Operations Security Policy
- Data Management Security Policy
- Security Incident Notification and Management Process
- Security Contact Identification (24x7x365)
- Staff Related Items
  - Pre-Employment Screening Policy/Procedure
  - Background Checking Procedure
  - Ongoing Employment Status Validation Process
  - Staff Roster and Duties