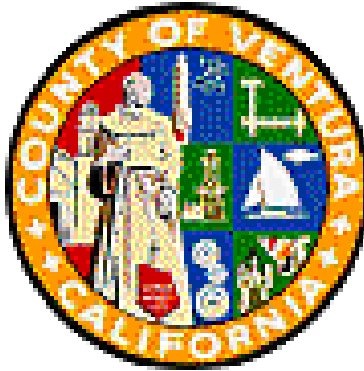




**COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVE.
VENTURA CA 93009-1080**

**REQUEST FOR PROPOSAL
No. 5510**

for

ELECTRONIC MEDICAL RECORD (EMR)

**Issued: July 10, 2009
Due: August 13, 2009**

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1.1 Introduction/Purpose

The County of Ventura (hereinafter referred to as County) invites your organization to submit a written proposal to provide an integrated Electronic Medical Record solution for Ventura County Health Care Agency's hospital and clinic system.

Proposals shall be due no later than 3:00 p.m. (PST) on August 13, 2009 for the furnishing of an Electronic Medical Record System in accordance with the attached Terms and Conditions, Instructions to Offerors which by this reference are made a part hereof. Offerors shall be skilled and regularly engaged in the general class or type of work called for in the solicitation documents.

The purpose of this RFP is to gather enough information to determine the degree to which your system(s) meet the functional and technical needs of the County. Software packages that require significant enhancements will not be considered.

Specific questions are included in Section III Requirements of this RFP in Attachment B. Attachment B is designed to help us identify vendors that are capable of meeting our requirements for a fully integrated Electronic Medical Record System. Preference will be given to vendors with a minimum of 5 years experience developing and implementing Electronic Medical Record systems in acute care teaching hospitals as well as family practice and specialty ambulatory care clinics.

The County understands that due to rapid changes in technology, there may be advances not addressed by this proposal. County will consider systems that meet the intent of the RFP as indicated above but that may be outside the technical specifications, and encourages such submission.

1.2 Surety Required

Performance Surety:

A performance bond of 75% of the total amount of the contract shall be required of the successful offeror to ensure satisfactory performance of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in California.

1.3 Action Dates

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The following is an outline of the anticipated schedule for the proposal review and contract award. Schedule is subject to change:

Issue Request for Proposal (RFP)	July 10, 2009
Last Day for Questions	August 06, 2009
Proposals Due	August 13, 2009
Evaluation-award	TBD
Start Work	TBD

The Contractor shall not commence work until a meeting between representatives of the contractor and the County of Ventura is held. The meeting will be held at a County of Ventura site, at a time and date to be established.

1.4 Questions Regarding RFP

All questions concerning this Proposal may be directed to Ernie Griego at (805) 654 3798 or email to ernie.griego@ventura.org.

Questions must reference the appropriate RFP page and section number, and must be submitted by the deadline set forth in Section 1.3. The County of Ventura will not respond to questions received after the deadline. The County of Ventura's responses to offeror questions will be posted on the County of Ventura website. The County of Ventura reserves the right to amend answers prior to the offeror's submission deadline.

Respondents must notify the County of Ventura of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFP by the deadline for submitting questions and comments. If a respondent fails to notify The County of Ventura of these issues, it will submit an offer at its own risk, and if awarded a contract: (1) shall have waived any claim of error or ambiguity in the RFP or resulting contract, (2) shall not contest The County of Ventura's interpretation of such provision(s), and (3) shall not be entitled to additional compensation, relief or time by reason of the ambiguity, error, or its later correction.

Last day for questions is 3:00 P.M. (PST), Thursday, August 06, 2009

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Submittal Deadline

Completed proposals should be sealed and clearly marked: Request for Proposal #, for Electronic Medical Record System, and must be delivered no later than 3:00 P.M. (PST) Thursday, August 13, 2009.

County of Ventura Procurement
Government Center
Hall of Administration/Lower Plaza
800 S. Victoria Avenue
Ventura, Ca 93009-1080

Please submit one (1) original, marked as "MASTER" and Six (6) identical copies of the proposal. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the County reserves the right to use the original as the Master. If no document can be identified as an original, bearing original signatures, proposal may be rejected at the discretion of the County.

Offerors are allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked "Base Proposal" and the others shall be marked "Alternate Proposal 1, Alternate Proposal 2, etc." Each base proposal and each alternate proposal shall be submitted in accordance with the terms and conditions of the RFP.

The County will not furnish additional packages, but offeror may reproduce the RFP to submit alternate proposals.

Offerors are responsible for making certain their proposals are received by GSA-Procurement on or before the Proposal Submittal Deadline. The receiving time in GSA-Procurement (address above) will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephone proposals or modifications will be considered.

2.1 Proposal Response

Offerors must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Offerors should keep copies of their submittals for

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future reference.

Offerors who do not wish to respond but who wish to be kept on the mailing list must return their proposal forms or a written response indicating "No Proposal". Include name and address of firm.

Offerors who fail to respond to proposal solicitations may be removed from the supplier mailing list.

2.2 Modification of Proposals

Any Offeror who wishes to make modifications to a proposal already received by the County must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by the offerors authorized agent.

Proposals cannot be changed or modified after the date and time designated for receipt.

2.3 Opening of Proposals

Proposals will not be opened publicly but a list of the names of companies submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals will be made public and may be inspected at the time of award.

2.4 Examination of the Request for Proposal

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve offerors from any obligation with respect to this proposal.

2.5 Proposal Validity

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Proposals submitted hereunder shall be firm for one hundred eighty (180) calendar days from the due date unless otherwise qualified.

2.6 Proposal Content/Format

To be considered responsive, proposals should address all items identified in this section.

Please note: Some items require that the offeror provide a detailed response and/or attachments.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the offeror's ability to provide the services that can best satisfy the requirements herein and the needs of the County. Elaborate or unnecessarily lengthy documents are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information in the proposal must be responded to; all requested data must be supplied.

Answer on 8 1/2" X 11" sheets. Assemble your proposal in the following order. Present your proposal response in the order that the items are listed, identifying each response by the number. Submit 1 (one) original and 6 (Six) copies of your proposal. To conserve resources we ask that proposals be submitted on 30% post consumer paper and be duplexed when possible. In addition, Offeror shall submit one (1) copy of proposal response in an electronic format, Word doc. And PDF format on a CD.

a. Cover Letter/Signature on Proposal

A cover letter, which shall be considered an integral part of the proposal, shall be signed by individual(s) who is/are authorized to bind offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm.

The cover letter shall designate a person or persons who may be contacted

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during the period of evaluation with questions or contract issues. Include name(s), title, address, telephone number, fax number and email address.

b. Company Profile and Qualifications

Offeror must provide a company profile. Information provided shall include:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
 - o Organization Chart
 - o Brief description of organization, Size, applications installed.
 - o Interfaces to/integration with other systems, names of systems and vendor's
 - o Brief description of your company's involvement in the health care field.
2. Location of the company offices.
3. Location of the office servicing any California account(s).
4. Number of employees both locally and nationally.
5. Location(s) from which employees will be assigned.
6. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP.
7. Company background/history and why Proposer is qualified to provide the services described in this RFP.
8. Length of time Proposer has been providing services described in this RFP. Please provide a brief description.
9. Proposer's Dun and Bradstreet number.
10. Proposer's bank of record.

Offeror must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Offeror or in which the Offeror has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The County reserves the right to reject any proposal based upon the Offeror's prior history with the County or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

c. Personnel Qualifications

1. Identify key personnel and their position within the organization.

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Provide a resume detailing the experience, level of expertise and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day to day requirements of the County.

If you plan to sub-contract work, you must indicate the name and address of each firm and the type of work or tasks they will perform. Identify the personnel to be assigned, their position, qualifications and representative experience.

d. **Financial Statement**

Offerors must provide a current financial statement or latest annual report. Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

Sales Figures for fiscal year.

Earnings for fiscal year.

Dollars spent on health care systems research and development for next fiscal year.

e. **References**

Offerors should provide a minimum of three (3) references from similar projects performed within the last three years. In addition include all local government (Southern California) references. Information provided shall include:

1. Client name;
2. Project description;
3. Project dates (starting and ending);
4. Technical environment;
5. Staff assigned to reference engagement that will be designated for work per this RFP;
6. Client project manager name and telephone number.
7. Number of installed users of your proposed system,
8. Number of users with 200+ number of beds.
9. Application and models installed
10. Dates of installation
11. Provide a list of all clients gained in the last three years, including date each was gained. What is the perceived reason for the change in vendors? Which vendor was replaced by your system?

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f. **Offeror Understanding**

Offerors may include an understanding of the County's needs or any other information, deemed necessary, which may not be required in any other section of the RFP.

g. **Requirements**

This section of the Offerors proposal will include:

1. Response to the requirements/specifications as listed Functional Requirements in **ATTACHMENT B**.

Each functional requirement should be answered by one of the following letters:

- | | |
|-------------------------------|--|
| M = Met Fully - | The function is available and completely operational at hospital sites as part of your application software. |
| C = Custom-Developed - | The function will be custom-developed for the facility during installation. |
| U = Under Development | The function is planned for a future release. |
| N = Not Available - | The function is not available in the current software or future software releases, and will not be custom-developed. |

VERSION OF RELEASE

Indicate the current version of your software release referred to in offeror's Response.

DATE OF GENERAL AVAILABILITY

For those features marked Custom-Developed or Under Development, provide a time line for development or an availability date for the scheduled release of the function. Any additional comments to this section should be cross-

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referenced to the appropriate feature/function.

SYSTEM/PRODUCT NAME

For each function marked Met Fully, Custom-developed, or Under Development, write the name of the module which supports this function.

The County reserves the right to evaluate all proposals solely on the basis of currently existing features,

2. Response on a **point-by-point** basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3). Address each item in the order given, identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations. Please note items will require submission of additional documentation.

h. **Compliance with County Standard Contract Terms and Conditions**

Successful Contractor will be required to enter into a written contract.

Offerors shall review the County's standard contract in Section 4, which shall form the **basis** for any contract entered into hereunder.

Contractor's response shall state on a **point-by-point** basis whether proposal is in compliance with the terms and conditions in Section 4 of this RFP.

Address each item in the order given; identify each response by item number. Any comments/exceptions to this contract must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph.

Deviations considered excessive by the County may reduce or eliminate an Offeror.

i. **Compensation**

In this section, the Offeror shall provide costing information for the entire project - design, construction, and implementation. All Costs are to be stated as "fixed price" amounts, although for appendix B respondents, as volumes may affect pricing, please indicate what fixed price tiers you would offer based on volumes. Proposal pricing shall include everything necessary for

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completion and fulfillment of the contract. All other costs must be detailed.

Service components (i.e. design, project management, installation, etc.) should be itemized by personnel, projected hours and duration of assignment or task.

- *Software
- * Hardware.
- * Project Management
- * Installation/Implementation
- * Customization/development
- * Training
- * Conversion of Records
- * Documentation
- * Other costs (please specify)
- * Software & hardware maintenance costs
- * Other recurring costs (please specify)

Do not include tax, however Offerors must identify those items to which sales tax applies. Hardware/equipment pricing should be based on an F.O.B.: Destination.

In addition, provide your company's detailed pricing in Excel Spreadsheet with .xls extension in Excel 2000 or above

No additional charges (e.g., for transportation, or other out-of-pocket expenses) will be considered.

Be thorough in defining all system costs associated with the system involved. If any costs differ when the hardware is not purchased through your company, specifically state this fact in your response and identify the pricing difference.

For the cost schedule your company's response should clearly identify all "one-time" and "monthly" costs per site. If necessary, complete a cost schedule for each hospital or group of hospitals (by number of time collection devices, # of workstations, etc.). Please indicate any price variations based on hospital size or volumes. Indicate if your proposal is based on pricing offered under a State or Federal contract. Please reference any detailed calculations or supporting documentation.

j. Payment Terms

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Customary terms are Net 30 for work performed. Offerors shall indicate their proposed payment terms. Discount for payment in less than 30 days may be considered in the evaluation.

Offeror may provide a payment schedule based on performance of specific and measurable deliverables. The County will require a holdback of 20% of the contract monies until final acceptance and sign-off of project.

In this section, Offerors shall indicate their proposed payment terms and identify and document a payment schedule that is tied to deliverables and acceptable performance.

2.7 Costs Incurred in Responding

The County of Ventura will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the offeror. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County of Ventura when received by the County and may be considered public information under applicable law. The County assumes no liability for any costs incurred by offerors throughout the entire selection process.

2.8 Addenda

The County will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse the successful Offeror of any obligations hereunder, unless set forth in writing by the County. Addenda will be sent to all known Offerors. Offerors must acknowledge and return all Addenda on or before the Proposal Submittal Deadline. It is the responsibility of each Offeror to ensure the County of Ventura has their correct business name and address on file. Any prospective Offeror who obtained a copy of the RFP documents from any other source other than the County is responsible for advising the Procurement division that they have said documents and wish to receive subsequent Addenda. **Offeror is also responsible for monitoring the County's Procurement Services website for subsequent notices or Addenda.**

2.9 Nomenclatures

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The terms "Successful Proposer, Successful Contractor, and Contractor" may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the (Agency) enters into a contract because of this solicitation.

The terms "Proposal/Solicitation/RFP" refer to all proposal documents and related addenda produced by the County and provided to prospective Offerors.

2.10 Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Offerors should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Act.

2.11 Commitments, Warranty and Representations

The proposal submitted in response to this RFP will be included as part of the final contract. Offerors are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an offeror within the scope of this procurement shall be binding upon the offeror whether or not incorporated into a contract document. Failure of the vendor to fulfill any such commitment shall render the offeror liable for liquidated or other damages due the County under the terms of the Contract. For the purpose of this procurement, a commitment by a offeror includes:

Any modification of, or affirmation or representation as to the above, which is made by an offeror in or during the course of negotiation.

Any representation by an offeror in a proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

2.12 Proposal Validation/Evaluation/Award

a. Validation

Proposals will be checked for the information required to conform with this RFP. Absence of required information may be cause for rejection.

b. Evaluation

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The successful offeror shall be chosen in accordance with, but not limited to, the following criteria:

1. Proven Performance

The offeror's background, experience, and stability of their firm will be assessed. The evaluation will focus on the firm's record of successful service and support to accounts of comparable size and environment. The ability of the offeror will be evaluated in terms of technical resources, staffing, staff experience and facilities.

Client references will be contacted and their responses will become a part of the award/review process.

2. Support

Emphasis will be placed on the ability of the offeror to service and support the needs of the County. Organizational structure, staffing plan and offeror's method for meeting the requirements of this RFP in the most efficient manner will be an important consideration.

3. Requirement/Specifications

The ability to meet the requirements/specifications outlined herein.

4. Cost

The Proposals will be evaluated on the basis of the offeror's reasonableness of cost.

c. Award

Award will be made to the Offeror offering the most advantageous proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the County. The Committee will evaluate all proposals received in accordance with the evaluation criteria.

The evaluation Committee may also contact and evaluate the Offeror's and subcontractor's references; contact any Offeror to clarify any response; contact any current users of an Offeror's services; solicit information from any

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available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The County reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and summary of evaluation scores will not be released until after award of proposal. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the successful offers hereunder. The County reserves the right to award a contract to other than the offeror submitting the lowest total price and to negotiate with any or all Offerors. Offerors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written agreement with the successful Offeror. A Notification of Intent to Award may be sent to any Offeror selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate with the next highest scoring Offeror or withdraw the RFP.

The County Board of Supervisors must approve all contracts resulting from this Request for Proposal if services exceed \$100,000.

2.13 Presentations

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After the closing date and time for receipt of proposals, evaluation and proposal clarification shall commence. Offerors who submit proposals most responsive to County's requirements may be asked to give an oral presentation of their proposal to County's designated staff. Selected Offerors should be prepared to make their oral presentation within three (3) calendar days after notification and be prepared to discuss all aspects of their proposal in detail, including technical questions regarding the proposal. Offerors shall not be allowed to alter or amend their proposal through the presentation process.

2.14 Site Visits

The County reserves the right to schedule site visits to offeror's facilities or a current operational site in order to assess the capability and ability of the Offeror to fulfill the contract.

2.15 Additional information

If during the evaluation process, the County is unable to determine an offeror's ability to perform, the County has the option of requesting any additional information which the County deems necessary to determine the offeror's ability. The offeror will be notified and permitted five working days to comply with any such request.

2.16 Errors/Defects in Proposals

If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price.

The County may waive any immaterial deviation or defect in a proposal. The County's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the offeror from full compliance with the RFP requirements, if awarded a contract.

2.17 Rejection of Proposals

The County reserves the right to reject the Proposal of any Offeror who previously failed to perform adequately for the County or any other governmental agency within the previous 12 months.

The County reserves the right to reject the Proposal of any Offeror who submits false, incomplete, or unresponsive statements in a proposal.

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The County reserves the right to reject the Proposal of any Offeror who is in default on the payment of taxes, licenses or other monies due the County.

The County reserves the right to reject a proposal containing errors or discrepancies.

2.18 Cancellation of RFP

The County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

2.19 Protest Procedures

To be considered, protests must be made in writing, signed by Offeror's authorized representative, and delivered to the Ventura County Procurement Services Manager, GSA/Procurement, 800 S. Victoria Ave., Ventura, CA 93009-1080.

The following conditions apply to proposal protest:

- a. Before Proposal Submittal Deadline. Protests of specifications, terms, conditions or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.
- b. After Proposal Submittal Deadline. Protest of award must be made, by Offeror, no later than five (5) calendar days after the aggrieved party knows or should have known the facts giving rise to the protest. All protests must include the following information:
 - 1) The name, address, and telephone number of the protestor;
 - 2) The signature of the protestor, or protestor's authorized representative;
 - 3) The solicitation or contract number; and
 - 4) A detail statement of the legal and/or factual grounds for the protest.

The Procurement Services Manager reserves the right to refuse to hear protestors who have not followed the above procedure

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The requirements described herein are considered reasonable to meet the County's needs. Offeror having alternate proposals to meet these needs, may, after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the County.

Your response to these questions must be complete, as this will become part of any contractual agreements. The review of your product and services will be based primarily on your response to this RFP.

3.1 REQUIREMENTS FOR SYSTEM PROCESSING AND ENVIRONMENT

3.1.1 General Requirements

The County of Ventura Health Care Agency (HCA) seeks a system or combination of systems that will allow us to provide a comprehensive electronic medical record to support our internal and external providers as well as patients. This system must guarantee to meet all current and upcoming state/federal mandated requirements, including HIPAA. The system must provide accurate reporting capabilities, including auditing of information being entered, edited, viewed and reported. The system must provide the ability to attach related images to each unique patient record.

a. The Medical Center is interested in implementing proven systems to facilitate efficient communication and sharing of data among administrators, physicians, nursing, financial, ancillary department personnel, associated clinics and patients.

b. The systems should have built-in, comprehensive, user-level data security features, which provide assurance that information can be accessed and modified only by authorized representatives.

Explain in a narrative form how your company plans to meet the requirements in a and b.

3.1.2 Technical Hardware

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- a. Describe in detail the processing hardware required by your systems(s). Provide all of the significant technical data (i.e., memory, speed, capabilities, throughput, languages, noise level, site preparation, space requirements, electric/cooling requirements, etc.). This information should address all central site hardware, including:
 - 1. Hardware
 - 2. CPU(s)
 - 3. Storage Devices
 - 4. I/O Devices
 - 5. Channels
 - 6. Memory
 - 7. Communications Equipment
- b. Describe the expansion possibilities of the system:
- c. Describe the network topology and protocols supported by your system.
- d. Does your system support client-server architecture? If so, please describe how your system operates as a client-server (i.e., what processing is done on the client, and what processing is done on the server?)
- e. Describe the LAN/WAN cabling options available, including type, maximum lengths, etc.
- f. Provide a complete description of the terminals and printers required. Also describe your system(s) ability to use PCs as workstations. Provide brochures for each type.
- g. Describe any other hardware components that may be required.

Please explain in detail your company's response to a through g.

3.1.3. Technical Software.

- a. Describe in detail the processing software required by your system. Provide all significant data including version,

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vendor, memory requirements, etc.

- b. This information should address all system and application software including:
 - 1. Operating System
 - 2. Server Operating System
 - 3. Workstation
 - 4. Application Software
 - 5. Network Communication Software
 - 6. Development Software
 - 7. Interface Engines
 - 8. Gateway
 - 9. Routers
 - 10. Bridges
 - 11. Relational Database Management System
- c. Describe the system development software/case tools.
 - 1. System Control and Recovery Concepts.
Describe the system's processing schedule.
- d. Provide a complete description of all back up and recovery procedures associated with the system.
 - 1. Provide a detailed description of the control and security features found in the system.
 - 2. Identify the application software upgrade methodology.
 - 3. Identify the effects on availability when updates to the operating system are released.
 - 4. Can the update process occur automatically through network systems management software?
 - 5. Describe updates in a vanilla vs. customizations.
 - 6. Can routine incremental and archival backups occur with the users on-line?

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7. Provide information on the database and file structures used by the proposed systems.
8. Please describe the relational database system, (if any) utilized by your system.
9. State the reasons why this RDBMS was selected over similar RDBMS systems.
10. Can new data elements be added, as they are required without rebuilding the data schema and database?
11. Can this addition occur without reducing the performance of the system?
12. What will be the effects on availability when updates to the Database system are released?
13. When a database system update is required, identify the period of unavailability during the physician database rebuild process.
14. Identify a cost and floor space estimate for mirrored database and storage systems.
15. Provide a network impact statement for this estimate.
16. Describe in detail the normal synchronization method used in the mirror (e.g. real-time, scheduled, on-demand, etc.) for the database system.
17. Are the mirrored storage or database systems fully operational during synchronization?
18. Please describe in detail the fail-over strategy used in the estimate a when database/storage system or mirror fails."

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19. Provide a network impact statement for this estimate.
20. Please describe in detail the fail-over strategy used in the estimate when a database/storage system or mirror fails. How is data integrity maintained?
21. Describe impact to data during blackout's or unscheduled downtime.

Provide a response to each item, explaining in detail.

3.2 INTEGRATION

This section of the RFP will be used to measure your system's ability to integrate with the facility's existing systems, other vendor systems, external databases and equipment used through Ventura County Health Care Agency and affiliated entities. To effectively support the vision of future systems, standards based communications/application protocols must be adhered to. Please respond to the following questions:

- a. Describe your adherence to the HL7 interface standard, including the supported transaction types and the HL7 version number supported in the proposed system.
- b. Describe your adherence to the HIPAA standards for transactions and code sets.
- c. Describe your adherence to the HIPAA standards for privacy and security.
- d. Describe your ability to exchange information with other systems using XML.
- e. Describe your compliance with Clinical Context Object Working (CCOW) Group capabilities.
- f. Describe your organization's status with and views on certification by CCHIT and other certifying bodies.

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- g. Please describe your point-to-point interface solution for both ancillary systems and devices.
- h. Describe your proposed systems ability to provide ancillary information systems as an alternative to interfacing existing ancillary systems.
- i. Describe your system's ability to exchange information through interface engines. Which interface engines are supported or required?
- j. Describe interface queuing methods, acknowledgement commands and other interface operational practices supported by your system.
- k. Describe any system interfaces (inbound or outbound to your system) that are included as standard. Distinguish between real-time and batch.
- l. Describe tools that your system provides to enable Ventura County Health Care Agency to monitor and control the interfaces. Describe how new interfaces are created.
- m. Describe the extent to which your system interfaces are able to be maintained by Ventura County Health Care Agency.
- n. List any internal interfaces in your system to exchange information between modules and describe the mechanism by which this information is exchanged.
- o. Describe your experience at other client sites with time delays when passing or receiving a transaction when the system is busy. What precautions do you recommend to clients to prevent long delays?
- p. List any modules and/or systems with which you have established seamless integration with your system.
- q. For each required interface, provide three (3) references and related information as noted below.

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System	Ref Site	Contact	Type of Integration	# of Sites	Additional HW Req'd
	Name/Address	Email / Ph #		Implemented	
Ex: McKesson Star HIS	1. ABC Hospital City, State'	John Doe John.doe@abchospital.org	Point-to-Point	25	None
	2	xxx-xxx-xxxx			
	3				

- r. List any word processing requirements.
- s. Describe your system's ability to download/upload information to/from PC's:
- t. Describe your system's ability to operate on a LAN / WAN and any minimum technical requirements that may be required to operate your system in that environment
- u. Describe your systems ability to provide a public patient or provider portal OR integrate with another vendors patient or provider portal product. Include number of installations and corresponding number of physician or patient users.

Provide a detailed response for each item.

3.3. IMPLEMENTATION APPROACH/TIMELINE STAFFING

Our major objective is to avoid any costly disruption to Ventura County Health Care Agency services and operations during the implementation and conversion of new systems. This section will be used to determine how implementing your system(s) will meet this objective.

- a. Describe the average duration of implementation for a project of this

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scope.

- b. Describe the staffing you suggest the organization provide to implement the proposed system(s). Describe the number of personnel and skill level by task over the duration of the implementation. Describe the recommended staffing HCA provide for effective ongoing support post-implementation.
- c. Describe the staffing you would provide to implement the proposed system(s). Describe the number of personnel by skill level over the duration of the implementation.
- d. Describe the overall conversion approach you would recommend in order to install the replacement system(s).
- e. At what point during implementation is the installation of proposed hardware and software required?
- f. At what point during implementation does payment for the software and your assistance begin?
- g. Will you provide overall product training for systems support personnel?
- h. Describe the assistance that is provided by the vendor in training end users. Is this service included in the installation fee?
- i. Describe any computer-based training programs and their associated costs that you offer.

Please answer the questions above concerning your installation approach. Following your answers to these questions, please attach sample work plans and bar charts for systems implementation.

3.4. SYSTEM ACCEPTANCE

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a. Acceptance of the system will consist of verifying that the equipment and services meet the Acceptance Test Procedure

- Verification that the required equipment and services meet the RFP requirements will be accomplished through an Acceptance Test.
- The Offeror will submit with the proposal a complete draft acceptance test addressing each requirement in the RFP.
- The County and Contractor will negotiate a final version of the acceptance test before the contract is awarded.

b. Lemon Provision

- Should a piece of equipment fail more than three times during the initial 30 days acceptance period, it will be deemed a "lemon".
- Should a piece of equipment fail during any 60-day period from date of installation, it will be deemed a "lemon".
- Will the Offeror agree to supply free of charge such additional and/or new equipment and software to County as may be necessary to enable the equipment and software to pass the acceptance tests?
- Will the Offeror agree to the County accepting and retaining any such of the equipment and software as may be considered expedient at such reduced price as may be agreed between County and the contractor?
- Will the contractor agree that County can reject the equipment and software where it is not in accordance with the Contract?

c. Security

- Describe the system security features that provide user access and usage controls.

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- Describe how the system provides security in the following areas:
 1. Multiple Levels of System Security
 2. Field Level Security
 3. Functional Security
 4. Database Security
 5. Group Level Security
 6. Report Security
 7. Ability to Deactivate Terminals
 8. Audit Trails
 9. Unique Passwords
 10. Single Sign-on
 11. Describe what features in your proposed system minimize the risk of critical failures making the system unavailable. Itemize and describe these business continuity features and where multiple options exist for your proposed system, itemize the cost for each proposed option.

d. Reporting

1. Provide a list and example of all reports provided as “standard” with the system.
2. What type(s) of report writer can be used with the system?
3. How does your system support ad hoc reporting?

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Please answer the questions above concerning your approach. Following your answers to these questions, please attach sample work plans.

3.5 SUPPORT, MAINTENANCE AND WARRANTY REQUIREMENTS CHECKLIST

- a. Describe the support your company is capable of providing on a continuing basis (i.e. for system software and application software).
- b. Describe the normal procedure for a user to follow when reporting a problem to the vendor.
- c. Describe any "hot-line" type services that are available to users to report problems or ask questions.
- d. Describe the problem escalation process.
- e. Describe the method you use for charging for support services.
- f. Describe the method you use for charging for upgrades.
- g. System Documentation**
 - 1. Does documentation provided with the system become the property of County?
 - 2. Will you provide a full set of documentation at each location upon request?
 - 3. Is the documentation available on-line? (Yes/No)
 - 4. Are documentation updates provided at no additional cost? (Yes/No) In what format would documentation updates be provided (i.e. printed, electronically, both)?
- H. System Maintenance**
 - 1. Describe the procedure for requesting application software changes.

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2. Describe the internal support staff and skill levels required to maintain the system at each location (include analysts, programmers, operations, management, and clerical staff).
3. How does the purchaser apply updates/enhancements/fixes?
4. What documentation is provided with each update/enhancement/fix?
5. Do you allow access to source code by the purchaser?
6. Will the vendor(s) support the system if the user elects to not install the updates?

i. Hardware Maintenance

1. Define system performance and how you would measure response time. Define guaranteed response time that we can expect from your proposed system. If the system is not performing at a reasonable response how would you correct the response issue?
2. How will you provide a mechanism or procedure designed to verify that the agreed-upon performance requirements are met?
3. Who will perform the hardware maintenance?

j. Warranty

1. What is the vendor's warranty for all system hardware components?
2. Will the vendor cover parts and labor in the warranty agreement?
3. Will the vendor agree to the warranty period starting on the earlier of successful completion of the acceptance test or first productive

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use of the system by County?

4. Will the vendor provide a detailed description of their policy on software updates supplied during and after the warranty period, to include minor updates (patches), major updates, major revisions, etc.?
5. During the warranty period, can County reserve the right to require replacement of any component which does not maintain at least 80% availability during the 0500-1800 time period on weekdays for any one-month period?
6. After final acceptance, should the system become inoperative for longer than 48 hours due to a malfunction of equipment purchased from the vendor during the warranty period, will the vendor agree to extend the warranty period 48 hours plus 24 hours for every additional day that the system is inoperative?
7. Will the vendor agree that, failure of the system to meet agreed-to specifications and parameters will automatically extend the warranty period of the total system by the amount of time it took for the system to be compliant with said specifications and parameters?

Please answer in detail the above questions. Following your answers to these questions, please attach any necessary work plans and bar charts.

3.6 CONTRACTUAL QUESTIONNAIRE

A. System Performance

1. What percent of system up time will the contractor contractually commit to with the proposed configuration, excluding acts of God, scheduled downtime, and operator error?
2. What system response time will the contractor contractually commit to with the proposed configuration (response time is

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defined as the time from hitting the key, swiping an access card, etc until the next screen appears or an update takes place)?

3. Will the system configuration specified in this RFP be guaranteed to have sufficient storage capacity without performance degradation to retain electronic medical records for over 1 million patient visits per year between the hospitals and clinic systems without affecting interactive or batch response time. Assume a 5% annual increase in patients over the next five years. Over what period can you guarantee your proposed configure will continue to perform without visible degradation? Visible degradation would be screen changes after pressing enter which take more than 2 seconds to refresh the screen more than 10% of the time. If you have an alternative description/performance warranty for this section, please describe it in detail.
4. What nightly batch processing time will the contractor contractually commit to for all applications?

B. Contractual Obligations

1. What guarantees and warranties does the contractor provide for the proposed system hardware and software?
2. What impact do software modifications have on warranties or guarantees?
3. Should the Contractor fail to deliver the system by a specified date, will our organization, unless it agrees in writing to extend this date, have the option to cancel this contract, and will any and all amounts paid by County be returned by the contractor?
4. Will the contractor agree to keep the source code in an escrow account and agree that, in the event it discontinues maintenance of the source code which operates the system or in the event of the involuntary dissolution of the contractor, the contractor will

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disclose to County all documentation of every kind and nature necessary or desirable in order to operate all aspects of the system?

5. Who has ownership of any enhancements made by or on behalf of County?
6. Will the contractor undertake and agree to indemnify County against all damages and costs awarded in any suits, actions, or proceedings in which County is made a defendant for actual or alleged infringement upon any patent, registered design, registered trademark, or copyright resulting from the use of the system(s) that will be licensed?
8. Will the contractor, at its expense, defend and accept liability for any suit brought against County for patient harm resulting from the failure of the system to perform as specified?
9. Are future product releases included in the vendor's support contract?
10. Will any discounts apply, on a percentage basis, to all future product release? If so, what percentage?"
11. Will the contractor guarantee that it will sell any upgrades or enhancements to the system at the lowest price being offered to any other customer of contractor?
 - a. System Software: _____
 - b. Applications software: _____
12. Will the County be allowed to extend the use of this system to any present or future health care facilities and/or related or affiliated organizations with Ventura County, including the offices of any physicians on Ventura County's medical staff with no additional software licensing fee?

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13. Can the County reserve the right to cancel and recover the cost of any paid contract good (item) or installation fees that has not passed County's evaluation/acceptance criteria?
- a. Will the contractor guarantee prices for system modules during the term of any contract reached?
 - b. Will the Contractor guarantee the software license to County in perpetuity except in case of nonpayment by County.
 - c. Will the contractor commit to an agreement governed by and construed in accordance with the laws of the state of California?

Please describe in detail your company's answer to the above questions.

3.7 Business Continuity Plan

In the event of a natural, or man-made, disaster operations for the County and the vendor may be impacted.

Please describe your firm's Business Continuity Plan. Explain how your firm has prepared to continue operations, and service/product delivery, in the event of an unforeseen emergency. Also, explain how your firm will provide assistance to the County should County operations be impacted by an unforeseen emergency. Please delineate any additional costs for these services in your response.

3.8 Permits

Unless otherwise provided herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Indicate comply or provide your alternate.

3.9 Insurance Requirements

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Successful Offeror shall acquire and maintain at his/her own expense all insurance described in RFP Section 4, Item 11.

Indicate comply or provide your alternate.

3.10 Non-Collusion

If there is reason to believe that collusion exists among the Offerors, the County may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation that has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors. Offerors shall submit with their proposal an executed Non-Collusion Affidavit – ATTACHMENT A.

Indicate comply or provide your alternate.

3.11 Exclusivity

The County is under no obligation to request, utilize or employ any certain extent or number of services, nor is the County restricted, by reason of this contract, from employing personnel for County's incidental needs by contracting with other contractors/suppliers.

Indicate your acceptance or modification.

3.12 Piggyback Agreement

Offeror may indicate on his Proposal Form that he will extend all prices, terms, and conditions of his proposal to any other public agency located in Ventura County. Offeror's agreement or failure to agree to the "piggyback" agreement will **not** be a factor in award of proposal. All piggyback agreements with other agencies will be separate from and unrelated to any entered into hereunder by the County and the Successful Offeror(s). The County will incur no responsibility, financial or otherwise, for contracts made by the Successful Offeror(s) and other public agencies.

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3.13 State Fraud and Abuse Laws

Contractor agrees to cooperate with the County (Specifically the Ventura County Medical Center-VCMC) as may be required for County to meet all requirements imposed on it by law or by the rules, regulations and standards of applicable federal, state or local agencies, by any agreement between County and any applicable federal, state or local agency, the standards of the Joint Commission for the Accreditation of Health Care Organizations (JCAHO), any other agency that accredits VCMC, and all public and private third party payors, including without limitation, Medicare and Medi-Cal. Contractor will receive VCMC's Code of Conduct, agrees to abide and to require its employees and agents to abide by the Code of Conduct and will execute a certification to that effect. Contractor shall cooperate with all compliance-related activities of VCMC which includes, without limitations, sending one or more representatives to the appropriate compliance training session(s) and providing certification of attendance. Failure to adhere to this provision shall be considered a material breach and/or default under this Agreement.

Contractor shall represent and warrant that Contractor and all of its owners, officers, directors and managing employees are not, and during the term of the Agreement shall not be: (a) suspended or excluded from participation in any federal or state health care program (including, without limitation, Medicare, Medi-Cal, or Champus/Tricare), or (b) convicted of any criminal offense related to the delivery of any good or service paid for by a federal or state health care program or to the neglect or abuse of patients, or (c) suspended, excluded or sanctioned under any other federal program, including the Department of Defense and the Department of Veterans Affairs. Contractor shall notify the County immediately if any event occurs which would make the foregoing representations untrue in whole or part. Notwithstanding any other provisions of this Agreement, the County shall have the right to immediately terminate this Agreement for any breach of any of the foregoing representations and warranty.

Indicate your compliance or modification.

3.14 Performance Bond

A purchase order will be issued after receipt of insurance certificates. A Performance Bond will be required. The required Bond must be received at

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Ventura County General Services Agency Procurement within ten (10) consecutive calendar days of receipt of purchase order. See **ATTACHMENT 2** for Contractor Bond Requirements.

SECTION 4.0
COUNTY OF VENTURA STANDARD CONTRACT

CONTRACT

This Contract is entered into as of the ____ day of _____, 2005 (the "Effective Date"), by and between the COUNTY OF VENTURA, CALIFORNIA ("County"), and _____ ("Contractor" and as described further below).

RECITALS

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance Code 4084, the Purchasing Agent of the County has the authority to engage independent consultants to perform services for the County, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that Consultant be engaged by County for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **Term**The term of the Contract shall begin on the Effective Date and shall end one calendar year thereafter, unless earlier extended or terminated as provided herein.
2. **Financial Matters.**
 - 2.1 **Purchase Prices**Except as otherwise provided herein and subject to County's receipt of a correct invoice, County shall pay Contractor the fixed Purchase Price for each Deliverable as described in Exhibit B.
 - 2.2 **Taxes**Except as otherwise provided herein and subject to County's receipt of a correct invoice, County shall pay Contractor for any sales or use taxes imposed on the Services and/or Proprietary Software if County receives an invoice from Contractor for such taxes within one year of the due date. Contractor must pay all other applicable taxes including, but not limited to, taxes based on Contractor's income or personal property taxes levied or assessed on Contractor's personal property to which the County does not hold title.
 - 2.3 **Contractor and Subcontractor Expenses**Contractor shall pay Contractor's out-of-pocket expenses incurred in connection with providing the Services and shall be responsible for payment of all expenses related to salaries, benefits, employment taxes, and insurance for its Staff. The County will not be responsible for any Contractor or Subcontractor expenses unless specifically included by mutual consent of both parties in the payment schedule.
 - 2.4 **Invoices**Contractor shall submit correct invoices in triplicate to the Project Director for all Charges, Purchase Prices and other amounts to be paid by County hereunder. All invoices submitted must meet with the approval of the Project Director or his or her

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COUNTY OF VENTURA STANDARD CONTRACT

designee prior to payment. Contractor shall have the right to issue invoices in the amounts noted in Exhibit B following Acceptance of each Deliverable. Contractor shall only submit invoices for Services or Deliverables as permitted by this Section 3.6 of the Contract. Incorrect or incomplete invoices will be returned by County to Contractor for correction and reissue. The Contract and purchase order number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract. All payments to Contractor shall be remitted by mail. Invoices to be prepared in accordance with the Work Plan. Invoices must reference this Contract and provide detailed information and in a format as requested by County, including without limitation:

- 2.4.1** An itemization of each Deliverable;
- 2.4.2** The Deliverable for which payment is sought, and the Acceptance date triggering payment;
- 2.4.3** Applicable Charges;
- 2.4.4** Date of delivery and/or date of installation, as applicable;
- 2.4.5** Any other Project costs, if applicable and if approved by Project Director;
- 2.4.6** Sales/Use tax, if applicable;
- 2.4.7** Discounts, if applicable; and
- 2.4.8** Total amount due.

2.5 Funding.

3.5.1 The parties acknowledge and agree that this Project is dependent upon the availability of County funding. If funding to make payments in accordance with the provisions of this Contract is not forthcoming from the County Board of Supervisors for the Project, or is not allocated or allotted to County by the Board of Supervisors for this Contract for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate. The County will approve the final equipment order per the Work Plan. The County's approval denotes the availability of the required funding for the equipment.

3.5.2 If funding, to make payments in accordance with the provisions of this Contract, is delayed or is reduced from the Board of Supervisors for the Project, or is not allocated or allotted in full to County by the Board of Supervisors for this Contract for periodic payment in the current or any future fiscal period, then

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COUNTY OF VENTURA STANDARD CONTRACT

the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Contract as provided in Section 19.4. If such funding is reduced, County in its sole discretion shall determine which aspects of the Project shall proceed and which Services shall be performed, with Contractor's Charges for such Services and associated Deliverables determined in accordance with those in the Response. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Section 19.4.3 and Section 19.6. Any obligation to pay by County will not extend beyond the end of County's then-current funding period, except as otherwise provided in Section 19.4 and Section 19.6.

- 3.5.3** Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.
- 2.6 Most Favored Customer** Contractor agrees all the prices, terms, rates, warranties, and benefits granted by Contractor are comparable to or better than the equivalent terms, prices, warranties and benefits, being offered by Contractor to any present customer that is a public entity with a project of substantially similar size, scope, and products and that meets similar qualifications or requirements as County. Except as otherwise herein provided, if Contractor shall, during the term of this Contract, enter into arrangements with any other customer providing greater benefits or more favorable terms, Contractor shall be obligated to provide the same to County.
- 2.7 Overpayments to Contractor** Contractor shall promptly, but in all cases within 30 days, pay to County the full amount of any erroneous payment or overpayment upon Notice of an erroneous payment or overpayment to which Contractor is not entitled.
- 2.8 Advance Payments Prohibited** No advance payment shall be made for goods or Services furnished by Contractor pursuant to this Contract.
- 2.9 Credits** Any credits due County under this Contract may be applied against Contractor's invoices with appropriate information attached, upon giving of prior notice required herein, if any, by County to Contractor.
- 2.10 No Increases** Contractor shall not increase the total amount due from County under this Contract for all Services and Deliverables, Purchase Prices, or other Charges during the term of this Contract as described in Exhibit B, except for increases resulting from Change Orders.

SECTION 4.0

COUNTY OF VENTURA STANDARD CONTRACT

3. Project Management.

3.1 Reports and Meetings - General Contractor shall produce the Reports and the parties shall participate in the meetings described below in person, except that such meetings may be conducted by telephone conference call and/or videoconference in County's sole discretion. All Reports shall be produced in formats approved by County and delivered in accordance with the Schedule and the terms of this Contract.

3.2 Bi-Weekly Reports and Weekly Meetings.

3.2.1 The Contractor Project Manager and other Contractor Key Staff shall attend weekly meetings with the County Project Manager and other members of County's Project team. These weekly meetings shall follow a preset agenda prepared by the Contractor Project Manager and approved by the County Project Manager, but will also allow both Contractor and County to discuss other issues that may concern either party.

3.2.2 Brief written status reports shall be provided by Contractor on a bi-weekly basis. Status reports shall describe the previous two week's activities, including problems encountered and their disposition, results of tests, whether or not deadlines were met, and any problems that may have arisen that need to be addressed before proceeding to the next activities. Contractor's proposed format and level of detail for the status Reports shall be subject to County's approval.

3.3 Monthly Meetings and Reports The Contractor Project Manager shall attend, at a minimum, monthly meetings with the County's Project Director and Manager for the Project. In preparation for such monthly meetings, Contractor Project Manager shall submit a status Report which shall be due in the County Project Manager's office by the second working day following the end of each month during the term of the Contract. The narrative portion of the Report shall address, at a minimum, the following:

3.3.1 Overall status of the Project in terms of the Work Plan and the Project budget, including variations there from;

3.3.2 Deliverable status and next month Schedule for submittal for review and Acceptance;

3.3.3 Problems and issues encountered and actual resolutions;

3.3.4 Problems and issues requiring attention and resolution, with proposed parties responsible for resolution;

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3.3.5 Proposed changes to the Work Plan, if any; and

3.3.6 During the Warranty Period and Support, if any, each month's Service activities and performance against the Performance Standards.

3.4 **Special Reports** As reasonably requested by County, the Contractor Project Manager shall assist the County Project Manager in preparing and shall prepare special Reports and presentations related to the Project management. The Contractor Project Manager shall also provide or produce such Reports or information as are reasonably requested by the County Project Manager regarding the Project. The Contractor Project Manager shall also provide the County Project Manager with copies of all Reports produced by Contractor's internal staff of third parties who are conducting quality assurance or quality control activities.

3.5 **Contractor Project Manager and Project Sponsor.**

3.5.1 Contractor shall assign to the Project a Project Manager of a management level sufficient to assure timely responses from all Contractor and Subcontractor personnel and whose resume and qualifications will be reviewed and approved by County prior to his or her appointment as Project Manager. The approval process may include, at County's discretion, an interview with the proposed Project Manager. County will not unreasonably delay or deny approval of the Project Manager. The Project Manager shall be responsible for acting as a liaison with the County Project Manager.

3.5.2 Contractor agrees and represents that its Project Manager shall be fully qualified to perform the tasks required of that position under this Contract. The Project Manager shall function as Contractor's authorized representative for all management and administrative matters not inconsistent with the provisions contained herein. The Project Sponsor shall be able to make binding decisions pursuant to changing this Contract for Contractor and the Project Manager shall otherwise be able to make decisions for the Project. The Project Manager or other substitute Project management personnel for Contractor shall be at the Site as needed during the Project and shall be available either in person or by fax, telephone, or e-mail to promptly respond within two hours during the business day to inquiries from County.

3.5.3 The Contractor Project Manager shall not be changed, except as provided in Section 4.6.2. If the Contractor Project Manager is removed or replaced, Contractor will promptly provide Notice to County, submit a

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resume, and obtain approval of the replacement Contractor Project Manager from County, prior to his or her beginning work on the Project.

3.5.4 Any written commitment by the Contractor Project Manager and persons designated by him or her in writing for this purpose, within the scope of this Contract, shall be binding upon Contractor.

3.5.5 The Project Sponsor shall be named by the Contractor by the Project Kickoff meeting and be an executive/officer within the Contractor's organization,

3.6 Contractor Project Staff.

3.6.1 Prior to the Effective Date, Contractor shall have provided an organization chart of Contractor's Project team, including names of key Project participants, to County. Contractor shall also provide to County job descriptions for key Project positions.

3.6.2 Except in the case of sickness, death, termination of employment or unpaid leave of absence, Key Staff shall not be changed without the prior written approval of County. During the term of the Contract, County reserves the right to approve or disapprove Contractor's and any Subcontractor's Key Staff assigned to this Contract, to approve or disapprove any proposed changes in Key Staff, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by County. Contractor shall provide County with a resume of any member of its Staff or a Subcontractor's Staff assigned to or proposed to be assigned to any aspect of the performance of this Contract prior to commencing any Services.

3.6.3 All Staff proposed by Contractor as replacements for other Staff shall have comparable or greater skills for performing the Project activities as performed by the Staff being replaced.

3.7 County Project Manager The Contractor Project Manager's primary point of contact in matters of Project management shall be the County Project Manager. The Project Director will manage this Contract on behalf of County and will be the principal point of contact for the Contractor concerning Contractor's performance under this Contract.

3.8 Reference and Background Checks Due to the confidential nature of the information, materials and County locations, which will be accessible to Contractor, County may conduct a reference and criminal background check on Contractor Staff to be used to provide the Services. County reserves the right in its sole discretion to

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reject any proposed Staff as a result of information produced by such reference and criminal background checks.

3.9 Dispute Resolution Process.

3.9.1 The parties shall use their reasonable efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. When a dispute arises between Contractor and County, both parties will attempt to resolve the dispute and will continue without delay to carry out all their respective responsibilities under this Contract to the extent practicable.

3.9.2 County and Contractor shall use their reasonable efforts to resolve disputes arising in the normal course of business at the lowest organizational level between each party's staff with appropriate authority to resolve such disputes. When a dispute arises between County and Contractor which cannot be resolved in the normal course of business, the County Project Manager and Contractor Project Manager shall each notify the other of the dispute, with the Notice specifying the disputed issues. The County Project Manager and Contractor Project Manager shall use their reasonable efforts to resolve the dispute within five (5) business days of submission by either party to the other of such dispute Notice.

3.9.3 If the respective County and Contractor Project Managers are unable to resolve the dispute within such five day period, they shall immediately escalate the matter to Contractor's Project Sponsor and County's Project Director for the Project. If these parties are unable to resolve the dispute within a ten (10) day period, they shall immediately escalate the matter to the County Chief Information Officer and Contractor's President for discussion and resolution. If these representatives are unable to resolve the dispute within a reasonable period of time, either party may pursue its available legal and equitable remedies.

3.10 Records Retention and Access Requirements.

3.10.1 Contractor agrees to abide by the conditions of all applicable County, State and Federal regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all financial and programmatic records, supporting documents, test results, and other records of this Contract. In addition, Contractor shall agree to the following terms regarding retention of records and access for County, State and Federal government officials.

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3.10.2 Contractor and its Subcontractors shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs, including without limitation hours expended and hours billed to County, of any nature invoiced in the performance of this Contract and shall retain all such records for six years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for one year following the termination of litigation, including all appeals if the litigation has not terminated within six years from the date of expiration or termination of this Contract.

3.10.3 All such records shall be subject at reasonable times and upon reasonable prior Notice to examination, inspection, copying, or audit by personnel so authorized by the Project Director and/or County, State and Federal officials so authorized by law, rule, regulation or contract, when applicable. During the term of this Contract, access to these items will be provided within Ventura County. During the six year period after this Contract term or six year term following litigation, delivery of and access to these items will be at no cost to County. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors.

3.10.4 The records retention and review requirements of this section shall be included by Contractor in any of its subcontracts, if any. County's personnel shall be accompanied by Contractor personnel at all times during any examination, inspection, review or audit. Contractor shall make no charges for services rendered in connection with an audit requested by County.

3.11 Supplemental Contracts County may undertake or award supplemental contracts for work related to this Contract, or any portion thereof. Contractor shall cooperate with such other contractors and County in all such cases. Contractor shall ensure that all Subcontractors shall abide by this provision. It is understood and agreed by the parties hereto that Contractor shall not be responsible for the acts or failures to act of any such other contractors or for any delays which may be caused by any such other contractors, except that Contractor shall be responsible for delays of, or acts or failures to act of, such other contractors to the extent such delays, or acts or failures to act are caused by or due to the fault of Contractor.

4. Services.

4.1 Performance Contractor shall begin to perform the Services as set forth in the SOW on the Effective Date. Contractor shall perform the Services as described in this

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Contract in accordance with the Work Plan and to achieve the objectives described in this Contract.

4.2 Necessary Resources Contractor shall provide, as part of the Project budget, the personnel and all materials and resources necessary for the performance of the Services.

5. Deliverables.

5.1 General.

5.1.1 Contractor shall provide County with the Deliverables according to the Work Plan, including without limitation the Schedule, and as described herein. Contractor shall utilize the Work Plan, the RFP, the Response, the Deliverables for which County has previously granted Acceptance, Contractor's expert knowledge, and this Contract as the basis of subsequent Deliverables. Contractor shall retain backup copies in writing and on electronic media of all Deliverables until 180 days after termination or expiration of this Contract and shall provide County on its request with a copy thereof until that time.

5.1.2 All Deliverables shall be subject to County's Acceptance. County's review of Deliverables for acceptance and payment shall be in accordance with the time frames and dates therefore as set forth in the Work Plan.

5.2 Work Plan.

5.2.1 The Work Plan is attached as Exhibit G. The Work Plan shall provide detailed information, in a Microsoft Project document, including but not limited to tasks, estimates, durations, Deliverables, Critical Events, Schedule, task dependencies, resource assignments, and Payment Schedule. The Work Plan shall be inclusive of the mutual expectations and work to be performed by County and Contractor in order to complete the Project successfully.

5.2.2 The Schedule may change as a result of time required by Contractor to correct Deficiencies so long as such changes are agreed to beforehand in writing by County. However, the Schedule shall be extended on a day-to-day basis to the extent that County's review of a Deliverable and review of corrections of Deficiencies in accordance with the Acceptance process and Acceptance Test Plan is longer than described in the Schedule.

5.2.3 Contractor shall update the Work Plan regularly (no less than monthly) and as otherwise necessary throughout the Project to accurately reflect the status of activities, tasks, events, Services, resources and projected

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Schedule for such activities, tasks, events and Services. Any such update changes must be agreed upon in writing by County prior to their final incorporation into the Work Plan. Changes to the dates in Work Plan for the Deliverables, changes to the Purchase Prices and similar charges resulting from Change Orders shall require approval of the Project Director and the Project Sponsor. However, the County Project Manager and Contractor Project Manager will otherwise be able to approve changes to the Work Plan or other Change Orders. However, unless otherwise specifically agreed to in writing, County's agreement on a change to the Work Plan shall not relieve Contractor of liability for liquidated damages and actual damages arising from such failures to perform its obligations as required herein. Contractor shall promptly provide, which shall be no more than three (3) business days from the date of the change, County with access to and a copy of each updated Work Plan in a Microsoft Project document in electronic form.

5.3 Acceptance Process for Deliverables.

5.3.1 Following delivery of a Deliverable and receipt of certification from Contractor that the Deliverable meets its Specifications, County will, with Contractor's assistance and in accordance with the Work Plan, promptly review or perform Acceptance Tests on the Deliverable, as applicable, to determine whether the Deliverable conforms to its Acceptance Criteria as described in Exhibit B. County will provide Acceptance for a Deliverable if the Deliverable in question has no Deficiencies (except for Cosmetic Deficiencies for the System which shall be corrected by Contractor during the Warranty Period). However, if a Deficiency (other than a Cosmetic Deficiency for the System) is found, County will give Contractor Notice of its non-acceptance, which shall delineate Deficiencies used as the grounds for County's non-acceptance. Contractor shall promptly correct Deficiencies which are described in any Notice(s) of non-acceptance from County. After Contractor has corrected such Deficiencies on the list and of which it is aware, County will review or perform Acceptance Tests on the Deliverable to verify whether the Deliverable lacks Deficiencies (except for Cosmetic Deficiencies for the System) County shall either give its Acceptance or reject it following such review or Acceptance Tests in writing to the Contractor. County's review of Deliverables shall be in accordance with the timeframes set forth in the Work Plan. There shall be no payment pursuant to Section 3 – Financial Matters from County to Contractor until such time as the County gives its Acceptance for a Deliverable.

5.3.2 If Contractor is unable to correct all Deficiencies within the number of days indicated in the Work Plan following the Deliverable's Delivery Date

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(except for Cosmetic Deficiencies for the System which shall be corrected by Contractor during the Warranty Period), County may, at its option: (a) continue reviewing or performing Acceptance Tests on the Deliverable and require Contractor to continue until Deficiencies are corrected or eliminated; (b) request Contractor to provide, at its expense, a replacement Deliverable for further review or Acceptance Tests; or (c) after completion of the process set forth in this Section 6.3 and providing Notice of default to Contractor, terminate this Contract as described in Section 19.2. County's options under this Section 6.3 shall remain in effect and available until such time as the County gives its Acceptance of each and every one of the Deliverables.

5.3.3 Contractor shall continuously protect all Deliverables and backups for such Deliverables from damage, destruction or loss caused by the acts or omissions of Contractor, its Staff, agents and representatives. During the period Deliverables are in transit and in possession of Contractor, its carriers or County prior to their Acceptance, Contractor and its insurers, if any, shall bear the risk of loss or damage to such Deliverables, unless such loss or damage is caused by the negligence or intentional misconduct of County. Except as otherwise specifically provided herein, after County provides Acceptance for a Deliverable, the risk of loss or damage will be borne by County, except loss or damage attributable to the negligence or willful misconduct of the Contractor, its Staff, agents or representatives.

5.3.4 If Contractor corrects all Deficiencies in each and every Deliverable, which then successfully completes Implementation without Deficiencies, County will give Contractor Final Acceptance for such Deliverables. If Contractor is unable to correct all Deficiencies in each and every Deliverable within the number of days as required in the Work Plan for completing County-wide Implementation, County may, at its option: (a) continue performing Acceptance Tests on the Deliverables and require Contractor to continue until Deficiencies are corrected; (b) request Contractor to provide, at its expense, replacement Software and Deliverables or other resources for further tests; or (c) terminate this Contract as provided in Section 19.2.

5.4 Source Code Contractor shall provide County with a copy of the County specific source code and system/table configuration: upon System Acceptance; when Contractor delivers an update thereto during the term of this Contract; as described in the Work Plan; and at other times during the Project as requested by County. Contractor shall provide such source code, configuration and Documentation at no additional cost on magnetic media in a format acceptable to County. However, notwithstanding anything to the contrary herein, for third party Proprietary Software, County shall make arrangements to obtain source

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code therefore directly with such third party Proprietary Software licensors through an independent escrow agent of such licensors.

- 5.5 Protection From Damage** Contractor shall continuously protect all Deliverables and backups therefor from damage, destruction or loss resulting from or caused by the acts or omissions of Contractor in connection with the Services. Contractor shall ship all Deliverables purchased pursuant to this Contract, FOB County's destination. The method of shipment shall be consistent with the nature of the goods and hazards of transportation. During the period Deliverables are in transit and in possession of Contractor, its carriers or County prior to their Acceptance, Contractor and its insurers, if any, shall relieve County of responsibility for all risks of loss or damage thereto, unless such loss or damage are caused by the negligence or misconduct of County. After County provides Acceptance for a Deliverable, the risk of loss or damage shall be borne by County, except loss or damage attributable to Contractor's acts or omissions.
- 5.6 Delivery** Contractor shall deliver the Deliverables pursuant to this Contract on or before the applicable Delivery Dates in the Work Plan. All such deliveries made pursuant to this Contract must be complete. All packages must be accompanied by a packing slip which identifies all items included with the shipment and County's purchase order number. Contractor's delivery receipt must be signed by an authorized representative of County for all deliveries made hereunder.
- 5.7 Interpretation of Deliverables** In the event of a contradiction, conflict, ambiguity or inconsistency in or between Deliverables and other documents comprising this Contract, including without limitation, a Deliverable that has already received Acceptance, the RFP and the Response, any such contradiction, conflict, ambiguity or inconsistency shall be resolved in favor of the latest County-approved Deliverable except in the case where a previous documented requirement is inadvertently omitted or not addressed directly in a subsequent Deliverable. No requirements may be omitted from the Specifications without the prior written consent of the Project Director.
- 5.8 Representation** By submitting a Deliverable, Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner that will, in concert with other tasks, meet the Specifications and objectives stated or referred to in this Contract. By unconditionally giving Acceptance for a Deliverable, County represents only that it has reviewed the Deliverable and detected no Deficiencies of sufficient gravity to defeat, preclude, prevent or substantially threaten the attainment of the Contract's objectives and to warrant the withholding of Acceptance for the work/Deliverable completed.
- 6. County Property.**
- 6.1 Ownership** Title to all Property furnished by County shall remain in County. Title to all property purchased by Contractor, for which Contractor has been reimbursed by County under this Contract, shall pass to and vest in County upon Acceptance of the System, except as otherwise provided in the Contract.

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- 6.2 Use of Property** Any Property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the Project Director, be used only for the performance of and subject to the terms of this Contract.
- 6.3 Damage to Property** Contractor shall protect and be responsible for any loss, destruction, or damage to Property which results from or is caused by Contractor's negligent acts or omissions or from the failure on the part of Contractor to maintain and administer that Property in accordance with sound management practices. Notwithstanding anything to the contrary herein, Contractor shall be liable to County for any damages resulting from damage to Property, which damages result from or are caused by Contractor's willful misconduct or negligence. Contractor shall ensure that the Property is returned to County in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall repair or return to pre-damage condition any such damage, destruction or loss at any County facility, and shall do so without requesting contribution from County or assistance from County officers or employees.
- 6.4 Notice of Damage** Upon the loss of, destruction of, or damage to any of the Property, Contractor shall immediately notify the Project Director thereof and shall take all reasonable steps to protect that Property from further damage.
- 6.5 Surrender of Property** Contractor shall surrender to County all Property upon the earliest of completion, termination, or cancellation of this Contract.
- 6.6 County Property and Facility** County will provide Contractor access to and use of the Equipment for development, testing and implementation of the System and other Property as described in Exhibit C. Contractor's use of the Equipment shall be subject to County's security, administrative and other requirements.

7. Contractor Technology.

- 7.1 Ownership of Deliverables** Except as provided below, upon full and final payment to Contractor hereunder (except for amounts which have been withheld by County in a good faith dispute), the Deliverables will become the property of Client. Contractor shall take all actions necessary and transfer ownership of each Deliverable to County upon its Acceptance. Contractor agrees to assign, and hereby assigns, all copyright in such Deliverables to County. Contractor shall, at the expense of County, assist County or its nominees to obtain copyrights, trademarks, patents and all other rights for all such works in the United States and any other countries. Contractor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to County all the right, title and interest in and to such Deliverables.

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Contractor also agrees to waive and not assert any moral rights it may have in any such Deliverables.

- 7.2 License** To the extent that any Contractor Technology is contained in any of the Deliverables, Contractor hereby grants County, upon full and final payment to Contractor hereunder (except for amounts which have been withheld by County in a good faith dispute), a royalty-free, paid-up, worldwide, nonexclusive, perpetual, irrevocable license to use, demonstrate, modify, prepare derivative works based on, and reproduce the Contractor Technology in connection with the Deliverables for its internal and external purposes and for processing voice, data and video for County network needs. Source code and/or object code for Proprietary Software developed by third parties will only be provided to the extent permitted by the third party vendors. Contractor hereby grants to County a nonexclusive, perpetual, irrevocable license to use, demonstrate, modify, prepare derivative works based on, and reproduce the Proprietary Materials for its internal purposes and for processing data for schools, courts, any special districts or other public sector districts or programs in Ventura County.
- 7.3 Ownership of Contractor Property** Contractor has created, acquired or otherwise has rights in, and may, in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, Contractor Technology. To the extent that Contractor utilizes any of its property (including, without limitation, the Contractor Technology or any hardware or software of Contractor) in connection with the performance of services hereunder, such property shall remain the property of Contractor and, except for the license expressly granted in the preceding paragraphs, County shall acquire no right or interest in such property. Nothing in this Contract shall be construed as precluding or limiting in any way the right of Contractor to provide consulting or other services of any kind or nature whatsoever to any person or entity as Contractor in its sole discretion deems appropriate. In addition, and notwithstanding anything in this Contract to the contrary, the parties acknowledge and agree that (a) Contractor will own all right, title, and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the Contractor Technology and (b) Contractor may employ, modify, disclose, and otherwise exploit the Contractor Technology (including, without limitation, providing services or creating programming or materials for other clients). Although nothing in this Contract shall be construed as precluding or limiting in any way the right of Contractor to provide consulting or other services of any kind or nature whatsoever to any person or entity as Contractor in its sole discretion deems appropriate, Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or

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independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this contract.

- 7.4 Documentation** Contractor shall provide one set of any published user documentation for the Proprietary Software for use in electronic format compatible with Microsoft Corporation's then-generally available version of Word and written format in accordance with the terms of this Contract. Upgrades and revisions to this Proprietary Software Documentation shall be provided while Contractor is providing Services therefor. County will look to third party licensors for all obligations relating to documentation for third party products. Copies of all licenses, for Contractor or Third Party Deliverables provided under this Contract will be provided by Contractor at the time the final payment for the applicable Deliverable is made.
- 7.5 Copies** County will reproduce and include the copyright and other proprietary notices and product identifications provided by Contractor on such copies, in whole or in part, or on any form of the Contractor Technology. County will maintain records of all copies it makes of the Contractor Technology.
- 7.6 Restrictions** Except as otherwise permitted in this Contract, County agrees not to: otherwise copy, display, transfer, adapt, modify, reverse engineer, decompile, disassemble, or distribute to any third party or lease the Contractor Technology or any copy of it.

8. Training and Implementation.

- 8.1 Lab Training** Contractor shall demonstrate and communicate information to staff designated by County about the functions and operations of all such Equipment and Software in accordance with the Specifications and the Work Plan. Contractor shall demonstrate functions and operations within a lab environment designated by Contractor prior to implementation at the County's site. Contractor will provide up to 4 hours of lab training on data components / systems and 4 hours of lab training on voice components / systems.
- 8.2 Training** Contractor shall provide User and technical Training Services in accordance with the SOW, the BAFO, the RFP, and the Response and in accordance with the Work Plan.

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- 8.3 Implementation** Contractor shall perform Implementation Services in accordance with the Work Plan. Implementation Services will end upon Implementation.
- 8.4 Post Implementation Support** Contractor shall perform Post Implementation Services in accordance with the SOW and the Work Plan. Contractor Staff shall be resident at County's facilities during the first fifteen business days after Acceptance of the System, and other Staff shall be available throughout the Warranty Period to provide these Services.

9. Warranties and Support.

- 9.1 Scope** The Warranty Period will be for 12 calendar month following Final Acceptance by the County. The Warranty includes all parts, labor, shipping and other expenses necessary to achieve and maintain the system availability and performance during the Warranty Period.
- 9.2 Deliverables** Contractor represents and warrants that each and every one of the Deliverables, including but not limited to the System, shall meet its Specifications as provided herein following its Acceptance and during the Warranty Period. Contractor shall immediately repair or replace each of the Deliverables that does not meet its Specifications as provided herein. Equipment that is found to be defective will be replaced with new Equipment of the same make and model unless the model has been discontinued, in which case the latest comparable, production available model will be used. Refurbished or manufactured parts will not be provided during the Warranty period. .
- 9.3 Services** Contractor represents and warrants that:
- 9.3.1** Contractor shall perform all Services required pursuant to this Contract in a professional manner. in accordance with applicable industry standards for telephony installations and replacement projects which shall include but not be limited to National Electric Code ("NEC"), the Telecommunications International Association ("TIA"), and the Building Industry Communications Standards, Inc. ("BICSI") as well as Performance Standards in this Contract and in Exhibit E ;
 - 9.3.2** one year of Contractor's Support Service, which is attached as Exhibit , is included under this contract at no additional charge
 - 9.3.3** Contractor shall give priority to the performance of the

Services; and

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9.3.4 time shall be of the essence in connection with performance of Critical Events.

9.4 Date/Time Compliance Warranty.

9.4.1 Contractor warrants that the System: (a) has been tested, and shall provide accurate results using data having date ranges spanning the twentieth (20th) and twenty-first (21st) centuries (e.g., 1900-2100); (b) shall manage and manipulate data involving all dates from the 20th and 21st centuries without functional or data abnormality related to such dates; (c) shall manage and manipulate data involving all dates from the 20th and 21st centuries without inaccurate results related to such dates; (d) shall have user interfaces and data fields formatted to distinguish between dates from the 20th and 21st centuries; and (e) shall represent all data related to include indications of the millennium, century and decade as well as the actual year (the year is represented as a four-digit number).

9.4.2 In the event of a breach of these representations and warranties, which precludes County from operation, as required above, of the System and/or an application or component critical to operation of the System, Contractor shall promptly begin work after telephonic or electronic notice by County on curing such breaches. Contractor shall continue working to cure (with as many workers as are necessary) such breaches on an around-the-clock (24x7) basis until such problems are rectified. County shall not be charged for any work done in connection with this paragraph.

9.5 No Harmful Code Contractor warrants that the Custom Software, Proprietary Software and other Contractor Technology provided by Contractor to County under this Contract shall contain no Harmful Code. Contractor shall, at its sole expense, immediately repair or replace any such Harmful Code upon recognition by Contractor of its existence or receipt of notice from County and repair any damage to the System, in whole or in part, from such Harmful Code. Contractor shall indemnify, defend and hold County harmless against any loss, liability, cost, expense, or damages arising out of any breach of this warranty.

9.6 Power and Authority Contractor represents and warrants that it has the full power and authority to grant to County the rights described in this Contract without violating any rights of any third party and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by Contractor. Contractor further represents and warrants that the person executing this Contract for Contractor has actual authority to bind Contractor to each and every term, condition and obligation to this Contract, and that all requirements of Contractor have been fulfilled to provide such actual authority.

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- 9.7 Disclaimer of Warranty.** EXCEPT FOR WARRANTIES EXPRESSLY PROVIDED HEREIN, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Cutover and Additional Services.

10.1 Cutover Following Acceptance of the System, Contractor will perform turnover activities as described in the SOW to help prepare for Cutover. County shall assume, and Contractor shall immediately and cooperatively assist in the Cutover of, the Software, in whole or in part, in accordance with the Schedule.

10.1.1 Prior to Cutover, Contractor shall correct any Deficiencies, except for Cosmetic Deficiencies that remained on Acceptance.

10.1.2 Upon Cutover, Contractor will be required to turn over all Documentation for the Project. Contractor shall certify that all such Documentation is complete and current as of Cutover.

- 10.2 Additional Services** Following the Warranty Period, Contractor shall provide such additional services as mutually agreed upon between the parties in writing.

11. Change Orders.

11.1 Issuance of Change Orders County may, at any time by a written Change Order, make changes within the scope of the Contract. Such changes may include, without limitation, revisions to Deliverables or Services.

11.2 Contractor Response Contractor shall respond in writing to a Change Order request within 20 days of receipt, advising County of any cost and Schedule impacts. When there is a cost impact, *i.e.*, increase or decrease in Purchase Price, Contractor shall advise County in writing of the increase or decrease involved, including a breakdown of the number of Staff hours by level of Contractor and County personnel needed to effect this change.

11.3 Agreement Contractor and the Project Director shall negotiate in good faith and in a timely manner as to the price and the impact on the Schedule of any Change Orders. If the parties reach an agreement in writing, the terms hereof shall be modified accordingly. Parties agree that any Change Order or Contract modification may be subject to County Board of Supervisor approval and that such determination shall be made solely by the County's Project Director.

11.4 Disagreement If the parties are unable to reach an agreement in writing within 20 days of Contractor's response or dispute to a Change Order, the Project Director may make a determination of the revised price and Schedule, and Contractor shall proceed

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with the work according to such price and Schedule, subject to Contractor's right to appeal the Project Director's determination of the price and/or Schedule to the dispute resolution process under Section 4.9. Nothing in this Section 12.4 shall in any manner excuse Contractor from proceeding diligently to the extent commercially practicable with the Contract as changed by the Change Order.

11.5 Termination If Contractor fails or refuses to perform its Services pursuant to a Change Order in accordance with Section 12.4, County may find that the Contractor is in material breach of this Contract, and County may exercise its right to terminate the Contract for such a breach.

11.6 Contractor Submission Contractor may also submit a Change Order request to County to propose changes that should be made within the scope of the Contract. Any such Change Order shall include proposed costs and Schedule impacts, including a breakdown of the number of Staff hours by level of Contractor and County personnel needed to effect this change. County will attempt to respond to such Change Order requests from Contractor within 20 days of receipt. If the parties reach an agreement in writing, the terms hereof shall be modified accordingly. If the parties are unable to reach an agreement in writing on a Change Order submitted by Contractor, the Project Director will be deemed to have rejected the requested Change Order.

12. Performance Bond.

12.1 Value At Contractor's cost, Contractor shall furnish County with a Performance Bond in an amount equal to one hundred percent (100%) of the total value of the applicable Purchase Prices and Charges within ten days of the Effective Date from a surety authorized to issue such bonds within the State of California. The Performance Bond shall be in a form and substance satisfactory to County and the County shall have the right to review the terms and conditions of the performance bond and to request modifications thereto which will ensure that the County will be fully compensated in the event Contractor fails to perform. The Performance Bond shall provide the County with the opportunity to review the qualifications of the entity designated by the issuer of the Performance Bond to perform in the Contractor's place and, if necessary, the right to reject such entity or to request another. Any change or extension of time, or termination of this Contract shall in no way release Contractor or any of its sureties from any of their obligations under the Performance Bond. Such Performance Bond shall contain a waiver of notice to such sureties of any changes to this Contract or the Deliverables or the Specifications, or of any Change Orders.

12.2 Payments No payments shall be due Contractor until the Performance Bond is in place and approved by County in writing. The Performance Bond shall be issued by a licensed insurance company authorized to do business in the State of California and made payable to County of Ventura, California. The Contract number and dates of performance shall be specified in the Performance Bond. In the event that the County

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exercises an option to extend the Contract for any additional period(s), Contractor shall extend the validity and enforcement of the Performance Bond for said periods.

12.3 Performance The Performance Bond shall secure the performance of Contractor, including without limitation performance of the Services in accordance with the Work Plan and providing Deliverables in accordance with the Specifications, and shall secure any damages, cost or expenses resulting from Contractor's default in performance hereunder or liability caused by Contractor. In the event of termination for default, the Performance Bond shall become payable to County for any outstanding damage assessments made by County against Contractor. An amount up to the full amounts of the Performance Bond may also be applied to Contractor's liability for any administrative costs and/or excess costs incurred by County in obtaining similar Software, Deliverables, other products and Services to replace those terminated as a result of Contractor's default. County may seek other remedies in addition to this stated liability.

12.4 Review by County Prior to acceptance of the Performance Bond, County reserves the right to review the Performance Bond and may require Contractor to substitute a more acceptable Performance Bond in such form(s) as County may require. Both the initial expense and the annual premiums on the Performance Bond shall be paid by Contractor.

13. Additional Rights and Remedies.

13.1 Liquidated Damages The parties agree that any delay or failure by Contractor to timely perform its obligations by the dates in the Work Plan and in accordance with the Performance Standards may interfere with the proper and timely Implementation of the System and Services, to the loss and damage of County. Further, County will incur major costs to maintain the functions that would have otherwise been performed by Contractor. The parties understand and agree that the following Sections describe the liquidated damages Contractor shall pay to County as a result of nonperformance hereunder by Contractor. The dates referenced below refer to the dates in the first Work Plan agreed to by the parties under this Contract.

13.1.1 Contractor shall pay as liquidated damages \$1,000 a day for each and every day or portion thereof that Contractor fails to perform the Critical Event obligations in accordance with the Work Plan; to configure the System in accordance with Specifications; or to provide Certification that the System is ready for Acceptance Tests;

13.1.2 The parties acknowledge and agree that Contractor could incur liquidated damages for more than one Critical Event if Contractor fails to timely perform its obligations by each date.

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- 13.1.3** Service response time is of the essence. Should Contractor fail to respond within the response times outlined under Section 19, Warranties and Support, including Exhibit F, Contractor will pay as liquidated damages 10% of the value of the monthly maintenance and support costs for each incident.
- 13.1.4** The assessment of liquidated damages shall not constitute a waiver or release of any other remedy County may have under this Contract for Contractor's breach of this Contract, including without limitation, County's right to terminate this Contract, and shall be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, County will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.
- 13.1.5** Amounts due County as liquidated damages may be deducted by County from any money payable to Contractor under this Contract, or County may bill Contractor as a separate item therefor and Contractor shall promptly make payments on such bills.
- 13.1.6** Notwithstanding anything to the contrary herein, liquidated damages shall not be imposed on Contractor to the extent its delays or failures in performance are due to events described in Section 20.12 of the Contract, and liquidated damages described in Section 14.1 shall not exceed \$50,000. Contractor shall also not be liable for any liquidated damages to the extent the failure of System testing and/or failure of System Acceptance is the result of a failure in the Application Software.
- 13.1.7** In the event that Contractor pays liquidated damages to County for failure to meet the Critical Event obligation for the System to be configured in accordance with Specifications and Certification provided by Contractor that the System is ready for Acceptance Tests, County shall refund these liquidated damages to Contractor if Contractor meets the milestone in the Work Plan for Acceptance to be provided by County for the first production cycle for payroll check processing. Similarly, if Contractor has been assessed, but has not yet paid to County, liquidated damages for failure to meet the Critical Event obligation for the System to be configured in accordance with Specifications and Certification provided by Contractor that the System is ready for Acceptance Tests as described in the original Project Work Plan, County shall forgive and not require the payment of these assessed liquidated damages, in whole or in part, if Contractor meets the Critical Event in the Work Plan for Acceptance by County for the first production cycle for payroll check processing.

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- 13.2 Withholding Payments** If Contractor fails to deliver Deliverables or to provide services which satisfy Contractor's obligations hereunder, County shall have the right to withhold payments due hereunder, but only to the extent of the amount in dispute. County may withhold any and all such payments due hereunder to Contractor, as aforesaid, without penalty or work stoppage by Contractor, until such failure to perform is cured.
- 13.3 Reductions in Payments Due** Amounts due County by Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by County, subject to County's exercise of its reasonable judgment and deduction or set-off in a fair and equitable manner, from any money payable to Contractor pursuant to this Contract.
- 13.4 Cover** If, in the reasonable judgment of County, a default by Contractor is not so substantial as to require termination, reasonable efforts to induce Contractor to cure the default are unavailing, Contractor fails to cure such default within ten days of receipt of Notice from County, or such other time as is reasonable in County's reasonable judgment, provided that Contractor pursues the cure with diligence, and the default is capable of being reasonably cured by County or by another resource without unduly interfering with continued performance by Contractor, County may, without prejudice to any other remedy it may have, provide or procure the Services reasonably necessary to cure the default, in which event Contractor shall reimburse County for the reasonable costs of the Services. In addition, Contractor must reasonably cooperate with these resources in allowing appropriate access to the Software to the extent permissible by applicable license agreements.
- 13.5 Performance Standards** If the System fails to meet all such Performance Standards as set forth in this Contract, Contractor shall modify, reconfigure, upgrade or replace equipment and Software at no additional cost to County in order to provide a System solution that complies with such Performance Standards.
- 13.6 Suspension for Convenience** County shall have the right at any time during the Project to order the Services of Contractor fully or partially stopped for its own convenience for up to 30 consecutive days. Contractor will receive Notice of the reasons for such an order. The Schedule shall be delayed on a day-for-day basis if County has issued a stop work order to Contractor and such stop work order is causing delays in completing Services in accordance with the Schedule. Contractor shall have the right to submit claims in accordance with the terms of Section 19.5, as a result of stop work orders issued under this Section.
- 13.7 Performance Standard Remedies** Performance Standard remedies are described in Exhibit E.

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14. Insurance.

14.1 Liability and Auto Insurance Contractor shall, at its sole cost and expense, obtain, before the commencement of its Services herein described, and, during the term of this Contract, maintain, in full force and effect, the insurance coverage described in this Section with an insurance carrier or carriers approved by County, which approval shall not be unreasonably withheld. Contractor shall include County, its boards, agencies, departments, offices, employees, agents and volunteers as a named insured party in Contractor's insurance policy obtained hereunder. The minimum acceptable limits and types of coverage shall be not less than \$100,000 fire legal liability, \$1 million combined single limit per occurrence and \$2 million aggregate for each of the following categories:

14.1.1 Public liability covering the risks of bodily injury, property damage and personal injury (including death);

14.1.2 General Business Liability;

14.1.3 Automobile liability (owned and unowned) covering the risks of public liability and property damage; and

14.1.4 Professional liability insurance, covering, among other matters, errors and omissions of Contractor in performing the Services.

14.2 Worker's Compensation Coverage Prior to providing Services under this Contract, Contractor shall, in full compliance with State law, provide or purchase worker's compensation coverage for its employees and Employer's Liability in the minimum amount of \$1 million during the course of this Contract. County will not be responsible for payment of premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under applicable laws during the performance of duties and Services under this Contract. However, should Contractor fail to secure insurance coverage or fail to pay premiums on behalf of its employees, County may deduct the amount of premiums owing from the amounts payable to Contractor under this Contract and transmit the same to the responsible State agency.

14.3 Subcontractors Contractor shall require any and all of its Subcontractors to take out and maintain similar policies of compensation insurance as described in this Section or be properly certified under applicable state law as self-insured. A certificate of such insurance policy carried shall be furnished to County upon request.

14.4 Premiums Premiums on all insurance policies shall be paid by Contractor or its Subcontractors. Such insurance policies provided for County pursuant to this Section shall expressly provide therein that County be named as additional insured, and that it

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shall not be revoked by the insurer until 30 days Notice of intended revocation thereof shall have first been given to County by such insurer.

- 14.5 Cancellation** Contractor's insurance policies shall not be canceled, nonrenewed or reduced in scope of coverage until 60 days written Notice has been given to County, with attention to the County's Procurement Division.
- 14.6 Insurance Documents** Contractor shall furnish to County the following insurance documents on or before the Effective Date: (i) Certificates of all required insurance; (ii) Additional Insured endorsements; and (iii) 60 Days Notice Cancellation Clause endorsement. Failure to provide these documents shall be grounds for immediate termination or suspension of this Contract by County for material breach under Section 19.1.
- 14.7 Increased Coverage** County is to be notified immediately if any aggregate insurance limit is exceeded. In such event, additional coverage must be purchased to meet requirements.
- 15. Confidential Information.**
- 15.1 Access and Protection** During the term of the Contract, Contractor and County will have access to and become acquainted with each party's Confidential Information. County and Contractor, and each of their officers, employees and agents, shall, subject to State laws and regulations, maintain all Confidential Information of the other party in strict confidence and will not at any time use, publish, reproduce or disclose any Confidential Information, except to authorized employees, contractors and agents requiring such information under confidentiality requirements no less restrictive than this Section 16.1, as authorized in writing by the other party, as otherwise specifically permitted herein, or to perform its obligations as authorized hereunder. Both parties shall take all steps necessary, including without limitation oral and written instructions to all Staff to safeguard, in accordance with applicable Federal and State law and regulation and County code, the other party's Confidential Information against unauthorized disclosure, reproduction, publication or use, and to satisfy their obligations under this Contract.
- 15.2 Contractor's Proprietary Information** Notwithstanding the above, Contractor acknowledges that County is subject to the California Public Records Act, and that this Contract shall be a public record as defined in that Act. Any specific information that is claimed by Contractor to be confidential or proprietary, must be clearly identified as such by Contractor. To the extent consistent with the California Public Records Act, County will maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view Contractor Technology, County will use its good faith, best efforts to notify Contractor of the request and comply with the requirements of California Government Code Section 6250 et. seq. If County determines that the requested records are not exempt from disclosure, then County will

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release the requested information unless Contractor obtains a court order enjoining disclosure.

15.3 Security Requirements Each party, and its officers, employees, Subcontractors, if any, and agents shall at all times comply with all security standards, practices, and procedures which are equal to or exceed those of County (which security standards, practices, and procedures of County shall have been provided to Contractor in writing) and which the other party may establish from time-to-time, with respect to access to secure areas of the County's premises and information and materials which come into each party's possession and to which such party gains access under this Contract. Such information and materials include without limitation all Confidential Information.

15.4 Return Contractor shall promptly return to County, on termination or expiration, all of County's Confidential Information, including copies thereof.

15.5 Injunctive Relief and Indemnity.

15.5.1 Contractor shall immediately report to County any and all unauthorized disclosures or uses of County's Confidential Information of which it or its Staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of County's Confidential Information to others may cause immediate and irreparable harm to County. If Contractor should publish or disclose such Confidential Information to others without authorization, County shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. Contractor shall indemnify, defend, and hold harmless County from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's negligent failure to protect or intentional misconduct in protecting the County's Confidential Information. As a condition to the foregoing indemnity obligations, County will provide Contractor with prompt notice of any claim of which County is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Contractor in connection with any such claim. Contractor shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.

15.5.2 County will immediately report to Contractor any and all unauthorized disclosures or uses of Contractor's Confidential Information of which County is aware or has knowledge. County acknowledges that any publication or disclosure of Contractor's Confidential Information to others may cause immediate and irreparable harm to Contractor. If County should publish or disclose such Confidential Information to others without

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authorization, Contractor shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. County shall indemnify, defend, and hold harmless Contractor from all damages, costs, liabilities and expenses (except attorney's fees) caused by or arising from County's negligent failure to protect or intentional misconduct in protecting Contractor's Confidential Information. As a condition to the foregoing indemnity obligations, Contractor will provide County with prompt notice of any claim of which Contractor is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with County in connection with any such claim. County shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.

- 15.6 Nondisclosure of Other County Information** The use or disclosure by Contractor of any County information not necessary for, nor directly connected with, the performance of Contractor's responsibility with respect to Services is prohibited, except upon the express written consent of County.
- 15.7 Exceptions** The following information shall not be considered Confidential Information for the purposes of this Contract: information previously known when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.
- 15.8 Written Staff Contracts** Contractor agrees to cause Staff to which Contractor makes available (as permitted by this Contract) County's Confidential Information to agree in writing to observe and perform all provisions of this Section 16 applicable to such Staff.
- 15.9 Subpoena** In the event that a subpoena or other legal process in any way concerning County's Equipment or Software is served upon Contractor, then Contractor agrees to notify County promptly following receipt of such subpoena or other legal process and to cooperate with County in any lawful effort by County to contest the legal validity of such subpoena or other legal process.
- 15.10 Survival** The provisions of this Section shall remain in effect following the termination or expiration of this Contract.

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16. Indemnifications.

16.1 Intellectual Property.

16.1.1 Contractor shall, at its expense, defend, indemnify, and hold harmless County and its employees, officers, directors, contractors and agents from and against any claim or action against County which is based on a claim that the Custom Software, the Contractor Technology and County's use of the Deliverables or any one or part thereof under this Contract infringes a patent, copyright, or other proprietary right or misappropriates a trade secret, and Contractor shall pay all losses, liabilities, damages, penalties, costs, fees (including reasonable attorneys' fees) and expenses caused by or arising from such claim, provided that Contractor is promptly given notice of such claim. Contractor shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

16.1.2 In case the Contractor Technology or Deliverables, or any one or part thereof, are in such action held to constitute an infringement or misappropriation, or the use thereof is enjoined or restricted, Contractor shall, at its own expense and in the following order of priorities: procure for or replace County the right to continue using the Contractor Technology or Deliverables; modify the Contractor Technology or Deliverables to comply with the Specifications and to not violate any intellectual property rights; or retrieve any or all Contractor Technology or Deliverables upon receipt of notice from County and refund the Purchase Price of each Deliverable, as applicable.

16.1.3 However, Contractor shall not be liable to the extent claims of misappropriation of infringement arise from Contractor's compliance with any designs, Specifications or written instructions of County, or from modifications made by any party other than Contractor.

16.2 General Contractor shall, at its expense, indemnify, defend, and hold harmless County, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action for tangible personal or real property damage, bodily injury, death, defamation, or violation of privacy rights caused by or arising from the negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, or Subcontractors; provided that Contractor is promptly given notice of such claim. Contractor shall have sole control of the defense of any action in such claim and all negotiations for its settlement or compromise.

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17. Damages Limitations.

17.1 County EXCEPT FOR DAMAGES OR LIABILITIES ARISING UNDER SECTION 17 (CONFIDENTIAL INFORMATION), IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST GOODWILL, OR LOST BUSINESS, REGARDLESS OF THE FORM OF ACTION (INCLUDING FOR TORT OR CONTRACT ACTIONS) AND EVEN IF COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES OR LIABILITIES ARISING UNDER SECTION 16 (CONFIDENTIAL INFORMATION), COUNTY'S LIABILITY TO CONTRACTOR UNDER THIS CONTRACT SHALL NOT EXCEED THE TOTAL PURCHASE PRICES AND CHARGES TO BE PAID BY COUNTY TO CONTRACTOR HEREUNDER, INCLUDING WITHOUT LIMITATION CHANGE ORDER PRICES AGREED TO BY THE PARTIES OR OTHERWISE ADJUDICATED.

17.2 Contractor EXCEPT FOR DAMAGES OR LIABILITIES ARISING UNDER THIS CONTRACT FROM CONTRACTOR'S INDEMNIFICATION OBLIGATIONS OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST GOODWILL, OR LOST BUSINESS, REGARDLESS OF THE FORM OF ACTION (INCLUDING FOR TORT OR CONTRACT ACTIONS) AND EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES OR LIABILITIES FROM CONTRACTOR'S INDEMNIFICATION OBLIGATIONS OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, CONTRACTOR'S LIABILITY TO COUNTY UNDER THIS CONTRACT SHALL NOT EXCEED THE TOTAL PURCHASE PRICES AND CHARGES TO BE PAID BY COUNTY TO CONTRACTOR HEREUNDER, INCLUDING WITHOUT LIMITATION CHANGE ORDER PRICES AGREED TO BY THE PARTIES OR OTHERWISE ADJUDICATED, PLUS \$1,000,000. HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EACH PARTY AGREES TO USE REASONABLE EFFORTS TO MITIGATE ITS DAMAGES.

18. Termination and Remedies.

18.1 Termination for Default If either County or Contractor materially breaches this Contract, then the aggrieved party shall give the other party written Notice of such breach. The responsible party will correct the breach within 30 days of receipt of such Notice. If the breach is not corrected, this Contract may be terminated immediately, in whole or in part, by Notice from the aggrieved party to the other party. The option to terminate shall be at the sole discretion of the aggrieved party.

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18.2 Termination for Rejection of Deliverables If Contractor is unable to correct Deficiencies in any Deliverables, in accordance with the procedures and timeframe described in Section 6.3, and within an additional ten business days after Contractor's receipt of a Notice describing such uncorrected Deficiencies, County shall have the right to immediately terminate this Contract, in whole or in part, without penalty or liability to County, with such a termination being deemed a termination due to the default of Contractor hereunder, and return the Deliverable to Contractor. If County terminates this Contract under this Section, Contractor shall, within 20 days thereafter, refund to County all payments made to Contractor for the returned Deliverable and Services rendered therefore and all previous Deliverables which have received Acceptance and Services rendered therefore and which are returned with the rejected Deliverable.

18.3 Termination Remedies.

18.3.1 In the event of termination of this Contract by County, County shall have the right to procure the Services that are the subject of this Contract on the open market and Contractor shall be liable for all damages subject to Section 19.2, including, but not limited to: (1) the cost difference between the original Contract price for the Software and/or Services and the replacement costs of such Software and/or Services acquired from another vendor; and (2) if applicable, all administrative costs directly related to the replacement of this Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, staff time costs.

18.3.2 If it is determined for any reason the failure to perform is without the Contractor's control, fault, or negligence, the termination shall be deemed to be a termination for convenience under Section 19.4.

18.4 Termination for Convenience.

18.4.1 When it is in the best interest of County and in addition to its other rights to terminate, County may terminate this Contract, in whole or in part for County's convenience, by 14 days Notice to Contractor. Invocation of Section 19.5, Termination for Withdrawal of Authority, or Section 19.6, Termination for Nonallocation of Funds, shall be deemed a Termination for Convenience but will not require such 14 calendar days Notice.

18.4.2 During this 14-day period, Contractor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on County from such winding down and cessation of Services. If this Contract is so terminated, County shall be liable only for payment in accordance with the terms of this Contract for Services and Deliverables satisfactorily rendered and delivered prior to the effective date of termination.

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- 18.4.3** In case of such termination for convenience, County will pay to Contractor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by County, amounts for Services provided prior to the date of termination for which no separate price is stated and which are not associated with or related to a specific Deliverable for which Acceptance has been given, and amounts for Deliverables which are in development but which have not received Acceptance. The amounts for such Services and Deliverables in development but not accepted will be costs actually and reasonably incurred by Contractor therefor, as based on the hourly rates in the Response, but such costs shall be no greater than the final Purchase Price for each Deliverable.
- 18.5 Termination for Withdrawal of Authority** In the event that the authority of County to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, County may terminate this Contract under Section 19.4, Termination for Convenience, in whole or in part. This Section shall not be construed so as to permit County to terminate this Contract in order to acquire similar Services from a third party.
- 18.6 Termination for Nonallocation of Funds** If funds are not allocated to continue this Contract in any future period, County will not be obligated to pay any further charges for Services, including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current period and shall have the right to terminate this Contract, in whole or in part. No penalty shall accrue to County in the event this Section shall be exercised.
- 18.7 Termination Procedure.**
- 18.7.1** Upon termination of this Contract, County, in addition to any other rights provided in this Contract, may require Contractor to deliver to County any Property, including Deliverables, for such part of this Contract as has been terminated.
- 18.7.2** After receipt of a Notice of termination, and except as otherwise directed by County, Contractor shall:
- 18.7.2.1** Stop work under this Contract on the date, and to the extent specified, in the Notice;
- 18.7.2.2** Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;
- 18.7.2.3** As soon as practicable, but in no event longer than 30 days after termination, terminate its orders and subcontracts related to the work

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which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of County to the extent required, which approval or ratification shall be final for the purpose of this Section;

- 18.7.2.4** Complete performance of such part of this Contract as shall not have been terminated by County;
- 18.7.2.5** Take such action as may be necessary, or as the Project Director may direct, for the protection and preservation of the Property related to this Contract which is in the possession of Contractor and in which County has an interest;
- 18.7.2.6** Transfer title to County and deliver in the manner, at the times, and to the extent directed by the Project Director, any Property which is required to be furnished to County and which has been accepted or requested by County; and
- 18.7.2.7** Provide written certification to County that Contractor has surrendered to County all said property.

19. General Conditions.

- 19.1 Anti-Trust Violations** Contractor and County recognize that overcharges resulting from antitrust violations are in actual economic practice usually borne by County. Therefore, Contractor hereby assigns to County any and all claims for such overcharges as to goods and services purchased in connection with this Contract, except as to overcharges not passed on to County resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the prices under this Contract.
- 19.2 Assignment** Contractor may not assign or transfer this Contract or any of its rights hereunder, or delegate any of its duties hereunder, without the prior written consent of County, provided that any permitted assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to County that may arise from any breach of the provisions of this Contract or warranties made herein including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Section of the Contract shall be null and void. This Contract shall inure to the benefit of and be binding on the parties hereto and their permitted assigns.
- 19.3 Authority** Contractor shall have no authority to bind, obligate or commit County by any representation or promise without the prior written approval of County.
- 19.4 Binding Effect** Each party agrees that the Contract binds it and each of its employees, agents, independent contractors, and representatives.

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19.5 Claims Contractor must submit claims against County within the earlier of six months of the date upon which Contractor knew of the existence of the claim or six months from expiration or termination of the Contract. No claims shall be allowed unless Notice of such claim has been given within the above-described time period. Such claims must be submitted to the Project Director or his or her designee by Contractor and to the Contractor Project Manager by County in the form and with the certification prescribed by the Project Director or his or her designee. Upon failure of Contractor to submit its claim within the time allowed, all rights to seek amounts due on account of such claims shall be waived and forever barred.

19.6 Compliance With Civil Rights Laws.

19.6.1 No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program provided by this Contract because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief. Contractor warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services thereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration and Nationality Act (8 U.S.C. Section 1101 *et seq.*) and the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor shall obtain from all covered employees performing services under this Contract all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be amended.

19.6.2 During the performance of this Contract, Contractor shall comply with all federal and applicable State nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. § 12101, *et seq.*; the Americans with Disabilities Act (AD); and the provisions of the Fair Employment and Housing Act (Government Code Section 12900, *et seq.*) and the applicable regulations promulgated thereunder in the California Code of Regulations (Title 2, Section 7285.0, *et seq.*). In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part under Section 19.1, Termination for Default, and Contractor may be declared ineligible for further contracts with County. Contractor shall be given a reasonable time in which to cure noncompliance. In addition to the cancellation of this Contract, Contractor may be subject to penalties under federal and state law.

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- 19.6.3** Contractor shall promptly notify the Director – Human Resources of County of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Equal Opportunity Office will notify the Director – Human Resources of County.

19.7 Conflicts Between Documents; Order of PrecedenceIn the event that there is a conflict between the documents comprising the Contract, the following order of precedence shall apply:

19.7.1 The terms and conditions in the body of this Contract;

19.7.2 The Exhibits;

19.7.3 The BAFO;

19.7.4 The Documentation;

19.7.5 The RFP; and

19.7.6 The Response.

19.8 Covenant Against Contingent Fees.

19.8.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, *except* bona fide employees or a bona fide established commercial or selling agency of Contractor.

19.8.2 In the event of breach of this Section by Contractor, County shall have the right to either annul this Contract without liability to County, or, in County's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

19.9 Cooperation of PartiesThe parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this Contract.

19.10 Debarment and SuspensionContractor certifies to County that it is not debarred, suspended, or otherwise excluded from or ineligible for, participation in Federal or State government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

19.11 Entire Contract; Acknowledgement of UnderstandingCounty and Contractor acknowledge that they have read the Contract and the attached Exhibits, understand them

SECTION 4.0

COUNTY OF VENTURA STANDARD CONTRACT

and agree to be bound by their terms and conditions. Further, County and Contractor agree that the Contract and the Exhibits are the complete and exclusive statement of the Contract between the parties relating to the subject matter of the Contract and supersede all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract.

- 19.12 Force Majeure** Neither Contractor or County shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, flooding, unusually severe weather, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).
- 19.13 Governing Law** This Contract shall be governed in all respects by the law and statutes of the State of California. The exclusive jurisdiction and venue of any action hereunder shall be in the state and federal courts of Ventura County, California. Contractor accepts the personal jurisdiction of such courts.
- 19.14 Headings** The headings throughout the Contract are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Contract.
- 19.15 Independent Status of Contractor** The parties hereto, in the performance of this Contract, will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- 19.16 Legal and Regulatory Compliance** Contractor shall comply with all applicable Federal, State, and County laws, regulations, codes, standards and ordinances during the term. In the event that any Services performed by Contractor are subsequently found to be in violation of such laws, regulations, codes, standards and ordinances, it shall be the sole responsibility of Contractor to bring the Services into compliance at no additional cost to County.
- 19.17 Licensing Standards** Contractor shall comply with all applicable County, State, and Federal licensing requirements and standards necessary in the performance of this Contract.
- 19.18 Lobbying Activities** Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

SECTION 4.0

COUNTY OF VENTURA STANDARD CONTRACT

19.19 Modifications and Amendments.

- 19.19.1** No modification, amendment, alteration, addition or waiver of any Section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of Contractor and County.
- 19.19.2** Only the purchasing agent(s) authorized by the County Board of Supervisors or authorized delegate by writing (with the delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract on behalf of County. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding until made in writing and signed by the purchasing agent(s) authorized by the County Board of Supervisors or authorized delegate in writing as aforesaid and Contractor, unless otherwise provided herein.
- 19.19.3** Contractor shall notify County of the names of individuals who have authority to bind Contractor to modifications to the Contract and of the limits of such authority at the time Contractor submits its Response and at such other times as required.

19.20 Nonwaiver Except as otherwise specifically provided herein, any failure or delay by either party to exercise or partially exercise any right, power or privilege under the Contract shall not be deemed a waiver of any such right, power, or privilege under the Contract. Any waivers granted by County for breaches hereof shall not indicate a course of dealing of excusing other or subsequent breaches.

19.21 Notice of Delay When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five working days, give notice thereof, including all relevant information with respect thereto, to the other party.

19.22 Notices Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

To **Contractor** at:

SECTION 4.0
COUNTY OF VENTURA STANDARD CONTRACT

To **County** at:

Ventura County Purchasing Department
800 South Victoria Avenue
Ventura, California 93009-3120

cc:

The Notice address as provided herein may be changed by Notice given as provided above.

19.23 Publicity & References Contractor agrees to submit to the Project Director all advertising, sales promotion, and other publicity matters relating to this Contract wherein County's name is mentioned or language used from which the connection of County's name therewith may, in County's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of County. Contractor shall not in any way contract on behalf of or in the name of County. Nor shall Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of County. Contractor agrees to compensate County at the standard hourly rate for any County employee who participates, assists or cooperates in any demonstration or explanation of the System once it has been fully accepted by the County which is related to the Contractor's use or reference of this County System as part of their business promotional efforts.

19.24 Remedies No remedy conferred by any of the specific provisions of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

19.25 Severability If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

19.26 Subcontractors Contractor may, with prior written permission from the Project Director and the County's Procurement Office, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to County for any breach in the performance of Contractor's duties. For purposes of this Contract, Contractor agrees to indemnify and hold County harmless from acts or omissions of Contractor's Subcontractors, their agents,

SECTION 4.0

COUNTY OF VENTURA STANDARD CONTRACT

or employees. At County's request, Contractor shall forward copies of subcontracts and fiscal, programmatic and other material pertaining to any and all subcontracts. For any subcontractor, Contractor shall:

- 19.26.1** Be responsible for Subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 19.26.2** Ensure that the Subcontractor follows County's reporting formats and procedures as specified by County.
- 19.27 Subpoena** In the event that a subpoena or other legal process commenced by a third party in any way concerning the Software or Services provided pursuant to this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party.
- 19.28 Survival** All Services performed and Deliverables delivered pursuant to the authority of this Contract are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of Sections 4.10 (Records Retention and Access Requirements), 4.11 (Accounting Requirements), 8.1 (Grant), 10.3 (Date/Time Compliance Warranty), and 14-22 shall survive the termination of this Contract.
- 19.29 UCC Applicability** Except to the extent the sections of this Contract are clearly inconsistent, this Contract shall be governed by the Uniform Commercial Code as set forth under State law. To the extent this Contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when to do so would result in an absurdity.
- 19.30 Waiver** Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.

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COUNTY OF VENTURA STANDARD CONTRACT

The parties hereto, having read this Contract in its entirety, including all attachments hereto do agree thereto in each and every particular. In witness thereof, the parties have set their hands hereunto as of the Effective Date.

COUNTY OF VENTURA, CALIFORNIA

By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SECTION 4.0
COUNTY OF VENTURA STANDARD CONTRACT
EXHIBIT A

STATEMENT OF WORK

SECTION 4.0
COUNTY OF VENTURA STANDARD CONTRACT
EXHIBIT B

DELIVERABLES, PAYMENTS AND KEY STAFF

The following is a list of the Deliverables and their related payment amounts:

[illegible]

Key Staff

SECTION 4.0
COUNTY OF VENTURA STANDARD CONTRACT
EXHIBIT C

EQUIPMENT AND SOFTWARE CONFIGURATION

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COUNTY OF VENTURA STANDARD CONTRACT

EXHIBIT

PERFORMANCE STANDARDS

EXHIBIT

WORK PLAN

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EXHIBIT F

Support Service

PROPOSAL FORM

This section provides County with a standard method of comparing the various costs associated with the proposed systems. Every attempt should be made to provide a realistic and meaningful expectation of costs, as it will be a key criteria used in selecting system(s).

Be thorough in defining all system costs associated with the system involved. If any costs differ when the hardware is not purchased through your company, specifically state this fact in your response and identify the pricing difference.

For the cost schedule, each response should clearly identify all "one-time" and "monthly" costs per site. If necessary, complete a cost schedule for each hospital or group of hospitals (by number of beds, etc.). Please indicate any price variations based on hospital size or volumes. Please reference any detailed calculations or supporting documentation.

<u>COST SCHEDULE</u>					
		<u>Purchase</u>		<u>Lease/License</u>	
<u>PRODUCT</u>		<u>One-Time</u>	<u>Recurring</u>	<u>One-Time</u>	<u>Recurring</u>
					<u>Cross Reference</u>
A. SYSTEM HARDWARE					
1.	Hardware				
2.	Handheld Equipment				
B. APPLICATION SOFTWARE					
1.	Electronic Medical Record system				
C. SERVICES					
1.	Hardware Maintenance				
2.	Software Maintenance				
3.	Implementation, interface and Conversion Assistance				
		<u>Purchase</u>		<u>Lease/License</u>	
<u>PRODUCT</u>		<u>One-Time</u>	<u>Recurring</u>	<u>One-Time</u>	<u>Recurring</u>
					<u>Cross Reference</u>
4.	Training and Documentation				
5.	Integration/Customization Costs				

PROPOSAL FORM

6.	Costs to develop interface to various medical data systems.					
7.	Other Costs (please provide detail)					
	GRAND TOTAL:					

State of California)
County of Ventura ss.)
)

_____, being first duly sworn, deposes and says that he or she is (Owner) of _____ (Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not , directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

Proposer Name (Person, Firm, Corp.)	Authorized Representative
--	---------------------------

City, State, Zip	Representative's Title
------------------	------------------------

This section of the RFP should contain your responses to specific questions on the functions and features provided by your system to meet the requirements of the core Electronic Medical Record (Attachment B) This portion of the RFP is organized into functional requirement checklists.

ATTACHMENT “B”

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
1.	End-user-defined and maintained function keys, screens, and reports (without vendor intervention). Customizable by specialty or provider.				
2.	Field edit capability and required fields.				
3.	Ability to edit field information at security levels.				
4.	Forward or backward movement on inquiries				
5.	Global updates				
6.	Menu branching				
7.	Menu driven				
8.	Optical disk storage				
9.	Mnemonics or coded value entry				
10.	Patient inquiry (by Name, Acct. #, Med. Rec #, Room #, etc.)				
11.	Phonetic or alphabetic patient search				
12.	Secure remote access – Please describe support for both patients and providers.				
13.	Standard field size definition				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
14.	System performance utilities				
15.	"Windows", split screens, GUI front ends				
16.	Other:				

I. B. Specific Functional Requirements

A.	GENERAL SYSTEM REQUIREMENTS				
1.	Supports:				
	• Primary care				
	• Preventive care				
	• Acute episodes of care				
	• Ambulatory specialty care				
	• Urgent care				
	• Ambulatory surgery				
	• General medicine				
	• Surgery				
	• Specialties				
	• Rehabilitation care				
	• Long-term care				
	• Home healthcare				
	• Hospice care				
2.	Supports multiple-facility organizations				
3.	Patient inquiry by multiple search methods including:				
	• Name				
	• Medical record number				
	• Account Number				
	• Date of Birth				
	• Social Security Number				
	• Alphabetic patient search				
	• Phonetic patient search				
	• Simultaneous access to patient information				
4.	Data locking feature to prevent multiple users from updating patient				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	data at the same time. Explain what the user sees if attempted and describe the level of locking.data entry/override.				
5.	Alerts users to sensitive and important information (i.e. HIV results) based on security. Describe the flexibility in setting up security rules.				
6.	Existing patient information is available regardless of where or when a patient was seen.				
7.	Ability to "drill-down" into more detailed patient information.				
8.	Provides keyboard alternatives:				
	• Mouse				
	• Voice recognition				
	• Touch screen				
	• Handwriting recognition				
	• Handheld or portable devices				
	• Bar code wands or scanners				
	• Wireless pen-based devices				
9.	Supports "printing" to fax machines.				
10.	Supports secure messaging to Patients and providers				
B.	REPOSITORY (DATABASE)				
1.	Meets the Institute of Medicine (IOM) requirements.				
2.	Database supports the following data/types:				
	• Binary numbers				
	• Binary large objects (BLOB)				
	• Characters				
	• EKG EEG and EMG Waveforms				
	• CS scans				
	• Floating point numbers				
	• Graphic data				
	• Integers				
	• Image data including:				
	• MRIs				
	• Video				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	• Voice data				
	• Unstructured text data				
3.	Data stored in the patient record includes the following information:				
	• Clinical lab results				
	• Chronic Diagnosis list				
	• Current health status				
	• Demographic				
	• Encounter				
	• Current medication list				
	• Durable medical equipment orders				
	• Formularies based on patients' plan participation.				
	• Medications prescribed in the past				
	• Financial and registration				
	• Laboratory orders				
	• Problem List:				
	o Describe how all problems are tied to the list.				
	o Describe how active vs. resolved problems are handled in the problem list.				
	• Patient history				
	• Patient progress notes				
	• Patient appointments				
	• Operative notes				
	• Scanned and original documents for billing				
	• Treatment history				
	• Radiology orders				
	• Radiology Results				
	• Pharmacy orders – Describe how this is integrated with prescription writing systems.				
	• Treatments (like respiratory therapy)				
	• Testing performed in the office (like Tensilon test, audiogram)				
	• Physician dictation				
	• Transcribed documents				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	• Nursing care				
	• Medical record coding				
	• Patient charges				
	• Care Path/Care Protocol				
	• Case management and utilization				
	• Discharge summary				
	• Other clinical documentation				
4.	Facilitates generation of “secondary” database for research.				
5.	Designed to dynamically add new data elements.				
6.	Reporting database is physically separate from the CDR to ensure that query processing does not interfere with clinical.				
7.	Integrated code systems that follow data standards to cover patient data domains including:				
	• Anatomic sites				
	• Acupuncture				
	• Clinical observations				
	• Diagnoses				
	• DME				
	• Drugs				
	• Diagnosis study results				
	• Immunizations				
	• Interventions				
	• Medical devices				
	• Microbes and etiologic agents				
	• Patient outcome variables and functional status				
	• Procedures				
	• Symptoms and findings				
	• Units of measure				
8.	Data from ancillary information systems such as: (i.e. lab, radiology, medical records, etc.) can be stored in searchable formats. (Describe whether the information from the ancillary system is stored in the EMR or the ancillary system and referenced				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	from the EMR.) describe realtime or batch capability				
9.	Data stored from ancillary information systems such as: (i.e. lab, radiology, medical records, etc.) can be exchanged with external EMRS (Describe which other EMRS your product interfaces with and specifically what information can be exchanged)				
10.	Archive data to a long-term storage medium (i.e. SAN, Optical Disk etc.)				
11.	Creates indexes for all relevant information so that information is easily accessible when needed.				
12.	Maintains an Enterprise Master Patient Index for multi entity organizations.				
13.	Databases can be defined as "read-only" for specific users.				
14.	System maintains an audit trail of the following:				
	• User accessed data				
	• User modified data				
	• User created data				
	• User queried data from database				
	• User queried data from archival device				
15.	Audit trail can be queried on-line and reported on in batch.				
C.	FORMULARY LISTS				
1.	Supports downloading of formulary information.				
2.	Supports formulary based on patient's plan of care.				
3.	Offers alternative drugs "on formulary."				
4.	Concurrently supports multiple formularies.				
5.	Supports dynamic, real-time use of formulary at point-of-care, based on				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	patient's plan.				
6.	Supports dynamic updating of formularies.				
7.	Provides alerts/reminders when departing from patient-specific formulary.				
D.	CLINICAL WORKSTATION-DISPLAY				
1.	Extensive capabilities available for viewing the longitudinal patient record including:				
	• Filtering				
	• Grouping				
	• Sorting				
2.	Supports views by:				
	• Clinical Guideline				
	• Diagnosis				
	• Patient				
	• Provider				
3.	Manipulates and displays the following:				
	• Graphics				
	• Images (e.g. text or photos)				
	• Multiple windows per screen				
	• Reports				
	• Video				
4.	Displays all clinical documentation or text including:				
	• Abnormal occurrences				
	• Consultations				
	• Immunizations				
	• Medical history				
	• Medication list				
	• Order/Results				
	• Problem lists				
	• Progress notes				
	• Reminder lists				
	• Treatment records				
	• Other				
5.	For the information referenced in				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	question 4, is information displayed on a summary screen.				
6.	For the information referenced in question 4, can the screen be customized?				
7.	Generates graphic representations of:				
	• Growth charts				
	• I/O flow sheets				
	• Vital signs				
	• Weight				
	• Other indicators				
8.	Provides data entry for:				
	• Activities (treatments given, etc.)				
	• Consultations				
	• Diagnosis				
	• History				
	• Immunizations				
	• Lab test				
	• Plans of care				
	• Progress notes				
	• Tests performed				
9.	Can we identify user-defined fields to trend? Does it demonstrate correlation to meds change or other (i.e. trending blood sugars compared to meds change)? Explain.				
10.	Supports data capture from the point of care.				
11.	Is activity time stamped at each point of care?				
12.	Screen prompts change based on input data.				
13.	System edits for all data entry (i.e. required/optional, max length, etc.)				
14.	Standard entries for modification and use in charting can be defined.				
15.	Provides search mechanisms for outside medical databases.				
16.	Enter and track problem lists and resolutions.				
17.	Accesses a specific screen without				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	processing intermediate menu selection screens.				
18.	Supports multiple active sessions on one display (e.g. access lab results during an order entry session).				
19.	Enter and edit results and reports on-line.				
20.	Supports order status (e.g. on hold, active).				
21.	Supports order sets.				
22.	Supports order sequencing and STAT requests.				
23.	Supports reorder, hold, verify, release, or detail orders.				
24.	Supports cancel, change or discontinue orders.				
25.	Supports duplicate order checking.				
26.	System to send the order to other systems, i.e. Pharmacy.				
27.	Provides drug/allergy interaction checking before placing an order.				
28.	Provides drug/drug interaction checking before placing an order.				
29.	Provides drug/food interaction checking before placing an order.				
30.	Provides drug/herb interaction checking before placing an order.				
31.	Supports order modification.				
32.	Notifies users of order modifications.				
33.	Prohibits order modification - Explain whether all or partial.				
34.	Incorporates one accepted measure of functional level.				
35.	Supports completion of SF-36 or similar measure.				
36.	Encourages routine SF-36 completion.				
37.	Tags results as "viewed" or "unviewed".				
38.	Notifies user of results not viewed.				
39.	Notifies provider of abnormal or STAT				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	results.				
40.	Supports view of summary results and drill-down to detail.				
41.	Summary patient information automatically displays when a patient is selected.				
42.	Access results by:				
	• Date range				
	• Department and status				
	• Order number				
	• Patient and department (all patient lab results)				
	• Provider and status (i.e. unviewed results)				
	• Provider who entered result				
	• result type (i.e. lab)				
	• Other				
43.	Displays cumulative results.				
44.	Displays cumulative results.				
45.	Supports user-defined results access mechanisms and display formats.				
46.	Caregiver can access more than one patient record at the same time.				
47.	Supports user-defined flags (e.g. delinquencies in plans of care, confidential results, abnormal, etc.)				
48.	Generates codes based on diagnosis or procedure.				
49.	Performs coding verification (i.e.: Procedure to Diagnosis and appropriate coding level)? Explain				
50.	Multiple coding schemes are supported:				
	• CPT				
	• ICD-9				
	• ICD-10				
	• READ				
	• SNOMED-III				
51.	Generates multi-disciplinary work list.				
52.	Prints a summary of daily tests/procedures.				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
53.	Prompts and reminders notify clinicians of:				
	• Contraindications				
	• Drug Allergies				
	• Immunizations Due or Past Due				
	* allow patients to opt out of standard IZ schedules				
	• Inappropriate use				
	• Interactions				
	• Recommended dosages				
	• Recommended alternatives				
54.	Checks for interaction with herbs, "herbal medications" Other: (please list)				
55.	Provides audit/and approve function for MD's when NP working incident to the MD.				
56.	Support generation of worklist tasks to provider and ancillary support staff with subsequent sign off when task completed to report back to provider				
57.	Provides audit and approve function for attending physicians to review residents, medical students, and other learners (Nurse Practitioner and Physician Assistant students).				
58.	Provides ability for resident physicians to prescribe medications under an attending name.				
E.	CONFIDENTIALITY & AUDIT TRAILS				
1.	Supports automatic audit trail for all accesses.				
2.	Supports automatic analysis of audit trails / unauthorized access attempts.				
3.	Supports industry-standard electronic signatures.				
4.	Establishes patient/physician data element confidentiality.				
5.	Compliant with HIPAA and California regulations.				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	6. Commitment to being compliant with future HIPAA and CA regulations.				
F.	DECISION SUPPORT				
	1. Defines normal result ranges.				
	2. "Rules" can be applied to the database.				
	3. Uses a metathesaurus (i.e. a synthesis of more than a score of authoritative medical naming systems.)				
	4. Supports knowledge-based alerts (electronic notices to users identifying interaction of patient-specific data with non-patient specific general clinical knowledge bases) including:				
	• Notification of medication interaction (i.e. drug, drug/food, etc.)				
	• Notification of potential for less expensive medications				
	5. Assist in diagnosis evaluation.				
	6. Flags abnormal test results based on standard or benchmark criteria.				
	7. Alerts caregivers to patient allergies.				
	8. Notifies caregivers of abnormal results.				
	9. Supports notification of mandatory prerequisites for clinical activities.				
	10. Defines 'best practice' guidelines that enable the computer to suggest additional tests to confirm diagnoses and recommend treatment plans that have the highest success rate on patients with similar conditions.				
G.	PATIENT/FAMILY EDUCATION				
	1. Records modifications and stores them.				
	2. Supports the development of patient and family education materials.				
	3. Supports planning and documentation of patient/family teaching.				
	4. Supports definition of system				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	"triggers" to prompt the caregiver to provide the patient /family education and/or instructions.				
5.	Provides patient instructions:				
	• When medication is prescribed				
	• When immunizations administered				
6.	Records information given and allows modification to note patient understanding/receipt of materials and instruction.				
		M,C,U,N	Version	GA Date	System/Product Name
7.	Gives patients access to educational resources about:				
	• Customized medical advice				
	• Diseases				
	• Healthy life style				
	• Medical conditions				
	• Treatments				
H.	QUALITY ASSURANCE				
1.	Supports user-defined quality indicators.				
2.	Flags specific data for reporting and follow-up actions.				
3.	Tracks patients against predefined quality indicators.				
4.	Tracks quality occurrences.				
5.	Supports logging patient complaints and resolutions.				
6.	Generates standard reports.				
7.	Supports ad hoc reports.				
I.	CARE PATH/ CLINICAL/PROTOCOL MANAGEMENT SYSTEM-GENERAL MAINTENANCE				
1.	End users are permitted to define tables (procedures, physicians, path names, etc.) that serve as the primary building blocks for paths.				
2.	Provides the ability for a facility to build facility specific plans.				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
3.	A generic, base line care path can be set up and maintained.				
4.	A new care path can be created from an existing path using “copy” or cut and paste” methods.				
5.	Supports the storage of care path versions.				
6.	Group Care plans and paths can be grouped by specialty (orthopedics, oncology, OB, etc.)				
7.	Physicians can be associated with specific care paths.				
		M,C,U,N	Version	GA Date	System/Product Name
8.	Required skill levels can be noted for specific tasks.				
9.	Supports the development of different care path formats including:				
	• By Specialty				
	• Disease Management				
	• Emergency room				
	• Home Health				
	• Outpatient				
	• Skilled Nursing/Long Term Care				
	• Other, List Others available				
10.	Allows for care paths to include follow-up and discharge instructions.				
11.	Includes all recurring interventions (e.g. vitals q4h).				
J.	CAREPATH/CLINICAL PROTOCOLS- PATIENT FUNCTIONS				
1.	Prompts for possible pathway assignments triggered by chief complaints or initial diagnosis.				
2.	Tracks patient progress on assigned care path.				
3.	Supports definition of rules and subsequent display of warnings for:				
	• Improper sequencing of procedures				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	(i.e. the system has the ability to automatically alert caregivers when performing care path procedures out of sequence)				
	• Allergies or contraindications (i.e. TPA administration to a patient with history of CVA).				
	• Patient variances from care path				
4.	Alert parameters can be set based on medical standards.				
5.	Highlights items added to or deleted from care path for a specific patient.				
6.	Provides the ability to put patient's care on hold.				
7	Patients can be assigned to multiple care paths at the same time.				
		M,C,U,N	Version	GA Date	System/Product Name
8.	Merge care paths for patients with multiple diagnoses (co morbidities).				
9.	Automatically resolves or allows the caregiver to resolve duplicate or conflicting procedures on merged care paths.				
10.	Patient can be removed from care path.				
11.	Overlay a generic care path with a specific care path (i.e. overlay generic back pain path with herniated disc care path).				
12.	Allows pricing per procedure on the path or per overall path.				
K.	CARE PATH CHARTING				
1.	Provides initial and ongoing assessments.				
2.	Supports charting of:				
	• Intake				
	• Output				
	• Vitals				
	• Support growth charts adjusted by medical condition e.g. downs,				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	premature, etc.				
3.	Uses graphical representations of (vitals, I&O, etc.) as part of the care path.				
4.	Allows caregivers to add comments or other "free text" when charting, assessing.				
5.	Update and track activities including:				
	• Consults				
	• Diet				
	• Discharge Plan				
	• Immunizations				
	• Medications				
	• Patient Activities				
	• Patient Problems				
	• Physician Protocols				
	• Teaching				
	• Tests				
	• Treatments				
6.	Allows for tracking of charts using bar code technology.				
		M,C,U,N	Version	GA Date	System/Product Name
7.	Notes specific nursing activity				
8.	Record patient variances including:				
	• Entry (on-line) of progress/observation notes for medical personnel.				
	• Modify standard progress notes by adding or deleting words or phrases.				
9.	Provides a standardized list of notes grouped by category (e.g. physician specialty, ancillary department, etc.) for variance input.				
10.	Supports electronic signature to meet legal charging requirements for nurses and physicians.				
11.	Automated download of results - list source devices/systems supported				
L.	CARE PATHS-EDUCATION PATHS				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	1. Create education paths (patient friendly, "lay persons" view of the path) for patients.				
	2. Tailor education paths to meet a specific education level for various patients.				
	3. Provides multi-lingual education paths.				
M.	CARE PATHS - ORDERING FUNCTIONALITY				
	1. Care path automatically generates orders specific to the care path/diagnosis.				
	2. Review order status and results via the care path application.				
	3. Automatically identify duplicate orders and steps as a result of overlaying and merging two or more care paths.				
	4. Appropriate pathways are automatically recommended based on orders entered for a patient.				
	5. Supports the storage and retrieval of information on treatment/diagnosis options.				
N.	CARE PATH REPORTING				
	1. Identify and track variances per procedure and per overall path including:				
	• Caregiver				
	• Department				
	• Generate work lists by:				
	o Length of Stay				
	o Over-utilization				
	o Patient				
	o Room				
	o Test ordered				
	o Other				
	2. Generate work lists by caregiver that includes:				
	• All tasks				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	• Nurse				
	• Nursing station				
	• Only incomplete tasks				
	• Patient				
	• Physician				
	• Print/display entire care plan by:				
	o Print clinical path				
	o Supports ad hoc/customized reporting				
	o Treatment type				
	• View Clinical path on-line				
3.	View trends graphically.				
4.	View patient variance information in a summarized format.				
5.	Provides physician comparison reporting which lists patient variance history by physician.				
6.	Daily summary reporting by:				
	• Physician				
	• Nursing unit				
	• Care plan				
O.	PATIENT DOCUMENTATION				
1.	Create an ambulatory flow sheet, problem list, and medication list for all patients.				
2.	Patient education including online generation of printed patient instructions, drug information, and disease/illness information.				
3.	Provider Alert when Immunizations are due or behind on Immunizations.				
P.	ORDER ENTRY/RESULTS REPORTING				
1.	The system shall provide the ability to order diagnostic tests, including labs and imaging studies.				
2.	The system shall provide the ability to order diagnostic tests, including labs and imaging studies.				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
3.	The system shall capture the identity of the ordering provider for all test orders.				
4.	The system shall capture appropriate order entry detail, including associated diagnosis.				
5.	The system shall relay orders for a diagnostic test to the correct destination for completion.				
6.	The system shall indicate normal and abnormal results based on data provided from the original data source.				
7.	The system shall display non-numeric current and historical test results as textual data.				
8.	The system shall provide the ability to remove an item from the allergy and adverse reaction list.				
9.	The system shall capture non-drug agents to which the patient has had an allergic or other adverse reaction.				
10.	The system shall capture and store lists of medications and other agents to which the patient has had an allergic or other adverse reaction.				
11.	The system shall provide the ability for a user to whom a result is presented to acknowledge the result.				
12.	Provide the following dosing calculator options:				
	• Weight-based medication dosing				
	• Age based dosing				
	• Alternate dosing based on renal failure				
	• Alternate dosing based on hepatic failure				
13.	The system shall record the prescribing of medications including the identity of the prescriber.				
14.	The system shall maintain medication ordering dates.				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
15.	The system shall maintain other dates associated with medications including start, modify, renewal and end dates as applicable.				
16.	The system shall create prescription or other medication orders with sufficient information for correct filling and administration by a pharmacy.				
17.	The system shall record user and date stamp for prescription related events, such as initial creation, renewal, refills, discontinuation, and cancellation of a prescription.				
18.	The system shall provide the ability to print a current medication list.				
19.	The system shall capture the identity of the prescribing provider for all medication orders.				
20.	The system shall provide access to medication instructions, which may reside within the system or be provided through links to external sources.				
21.	The system shall update the medication history with the newly prescribed medications.				
22.	The system shall capture comment content for prescription details including strength, sig, quantity and refills to be selected by the ordering clinician.				
23.	Provides user access to any of the following systems and data outside their healthcare system				
	• Laboratory clinics				
	• Radiology clinics				
	• Surgery clinics				
	• Other hospitals				
24.	Generates summary documentation of the patient's visit.				
25.	Provides user access to any of the				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	following systems and data outside their healthcare system				
	• Tests performed				
	• Diagnosis				
	• Follow-up plan for care				
	• Name of attending physician				
	• Automatically creates discharge instructions for:				
	o Adult patients				
	o Pediatric patients				
	o Pending test results				
	o Future tests ordered				
26.	The system shall provide access to medication/discharge instructions, which may reside within the system or be provided through links to external sources.				
	• Medication				
	• Therapy				
	• Follow-up visits				
27.	The system shall provide the ability to print and electronically fax prescriptions.				
28.	The system shall provide the ability to re-print and re-fax prescriptions.				
	• Adult patients				
	• Pediatric patients				
29.	Provides on-demand printing of results.				
30.	Allows the user to identify a patient's private doctor and provides information for that physician including:				
	• Patient's name				
	• Length of stay				
	• Location of patient				
31.	Stores patient visits information on-line.				
32.	Maintains patient data on-line				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	indefinitely				
33.	Provides the ability to query any information that is in the record for quality assurance reports or research.				
34.	Provides a trend analysis of results.				
35.	Provides quality control summary reports.				
36.	Documents corrective actions taken, and by whom.				
37.	Automatic notification of results report.				
38.	Disseminates patient result information to:				
	• Attending physician				
	• Other ancillaries				
	• Billing center				
	• Insurance companies				
	• Patient's primary care physician				
39.	Allows duplicate entry checking for orders.				
40.	Provides flags for critical values on results.				
41.	Provides flags for lab results that are over due.				
Q.	MEDICAL HOME				
1.	Access and Communication Processes				
	• Provide scheduling for each patient with personal clinician for continuity of care.				
	• Coordinate visits with multiple clinicians and/or diagnostic tests during one trip.				
	• Provide secure e-mail consultations with physician or other clinician on clinical issues.				
	• Provide an interactive practice web site.				
	o Appointment scheduling				
	o Communicating test results				
	o Renewing prescriptions				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	o Other non-urgent needs				
	• Provide ability to track communication needs.				
	o Primary language				
	o Hearing				
	o Vision				
	• Provide ability to set clinic standards so reports can be created to compare actual performance to preferred performance. (e.g. appointment wait times)				
	• Store and report patient experience surveys.				
	• Provide ability to enter information on Patients history.				
	o Visits to other specialists				
	o Hospitalizations				
	o ED visits				
	o Visits to other types of healthcare providers.				
	o All medications used				
	• Provide the ability to store the following patient information:				
	o Patient Name				
	o Date of Birth				
	o Gender				
	o Marital Status				
	o Language preference				
	o Voluntarily self-identified race/ethnicity				
	o Address				
	o Telephone (primary contact number)				
	o E-mail address for patients or "None"				
	o Internal ID (Practices specific number)				
	o External ID (Hospital patient number)				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	o Emergency contact number				
	o Current and past diagnoses				
	o Dates of previous clinical visits				
	o Billing codes for services				
	o Legal guardian				
	o Health insurance coverage				
	o Patient/family preferred method of communication.				
2.	Electronic systems for clinical data				
	• Status of age-appropriate preventive services (Immunizations, screenings, counseling)				
	• Allergies and adverse reactions				
	• Blood Pressure				
	• Height				
	• Weight				
	• Body mass index (BMI) calculated				
	• Laboratory test results				
	• Presence of imaging results				
	• Presence of pathology reports				
	• Presence of advance directives				
	• Maintain lettering consistency with other related NCQA versions.				
3.	Organizing Clinical data				
	• Problem Lists				
	o Over-the counter medications, supplements and alternative therapies.				
	o Prescribed medications including both chronic and short-term.				
	o Structured template for age-appropriate risk factors (at least 3)				
	o Structured templates for narrative progress notes.				
	• Document a minimum of 3 age appropriate risk factors for every visit.				
	o Use of Tobacco for age 12 and				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	over				
	o Cognitive assessment for new patients over 75				
	o Use of alcohol for age 15 and over				
	o Risk of falls for the elderly				
	o Second hand smoke				
	o Use of seat belts				
	o Use of bike helmets				
	o Mental health concerns				
	o Obesity				
	o At-risk sexual behavior				
	o Violence				
	o Family history of cancer or diabetes				
	• Provide ability to query system for percentages for example:				
	o Total number of patients seen at least once by the practice in the last three months.				
	o Number of Patients for whom three tools have information entered.				
	o Analyze entire population to determine important conditions (e.g. chronic or recurring conditions)				
	o Provide calendar to choose dates.				
	o Go backwards or forward from date.				
	o Select the number of patients to review.				
	o Select the visit type as non-acute or clinically important visit.				
4.	Identifying Important Conditions				
	• Identify practice's most frequently seen diagnoses.				
	• Identify most important risk factors				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	in the practices patient population.				
	Identify 3 conditions that are clinically important in the practice's patient population.				
	Report on the most important risk factors and the three important conditions.				
	- Number of patients with the conditions, problems or risk factors.				
	- Number of visits for the conditions or problems.				
	- Total fees billed or other measures of cost associated with the conditions or problems, or risk factors.				
5.	Provides ability to collect and report on patient demographic information for population management.				
	Patients needing pre-visit planning (obtaining tests prior to visit, etc.)				
	Patients needing clinician review or action.				
	Patients on a particular medication.				
	Patients needing reminders for preventive care.				
	Patients needing reminders for specific tests.				
	Patients needing reminders for follow-up visits such as for a chronic condition.				
	Patients who might benefit from care management support.				
	Provide practice wide reports.				
	- Demographic information.				
	- Contact information (e.g. zip codes)				
	- Imaging tests				
	- Laboratory tests				
	- Prescription medications				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	o Over-the-counter medications				
	o Diagnosis or treatment codes				
	o Status of preventive health services and risk factors.				
	• Provide alerts to remind patients of needed services via mail, electronic mail, phone.				
	o Identify all patients who are taking medication for which the practice received a warning.				
	o Identify all patients with ischemic vascular disease not taking appropriate medicine.				
	o Identify all women over 50 who are due for a mammogram.				
	o Identify all adult patients with elevated LDL for whom appropriate medication has not been prescribed.				
	o Identify all diabetic patients whose HbA1c > 9				
	o Identify all patients with blood pressure > 140/90				
	• Provide links from decision rules to the relevant patient-specific data.				
	o Demographics				
	o Age				
	o ICD Diagnosis Codes (9 & 10)				
	o CPT procedure codes				
	o Test results				
	o Medication and Clinical data (e.g., blood pressure, weight or BMI, smoking status)				
6.	Comprehensive Health Assessment				
	• Provide initial health assessment for all patients with annual updates that includes:				
	o Demographics and family characteristics.				
	o Patient medical history				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	o Patient behavioral risks				
	o Status of age-appropriate preventive services.				
	o Allergies and adverse reactions.				
	o Advance care plans.				
	• Provide ability to enter treatment plans and document progress.				
7.	Preventive Service Clinician Reminders				
	• Provide reminders for the following services when seeing a patient.				
	o Age-appropriate screening tests				
	o Age-appropriate immunizations (e.g., influenza, pediatric)				
	o Age-appropriate risk assessments (e.g., smoking, diet, depression)				
	o Counseling (e.g., smoking cessation)				
	o Orders for annual services (e.g., mammogram)				
8.	Care Management for Important Conditions				
	• Provide ability to write individualized care plans.				
	• Provide ability to write individualized treatment goals.				
	• Provide alerts to follow up when patients have not kept important appointments.				
9.	Continuity of Care				
	• Provide ability to identify patients who receive care in facilities.				
	• Provide ability to record when medical information has been sent or received from the facility.				
	• Provide an alert to contact patients after discharge from facilities within 30 days.				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	• Provide ability to reconcile post-hospital medication lists with other medications.				
10.	Self-Management Support				
	• Provide self-monitoring tools or personal health record for family to record results in a home setting. (e.g., blood sugar levels, blood pressure, diet)				
	• Provide self management plan to patient/family.				
11.	Electronic Prescription Writing				
	• Provide ability to print, fax or e-mail to pharmacy.				
	• Provide ability to link prescription to patient record.				
	• Provide ability to report on medications according to system wide patient demographics.				
12.	Prescribing Decision Support				
	• Provide the following type of alerts and information:				
	o Drug-drug interactions based on general information.				
	o Drug-drug interactions specific to drugs the patient takes.				
	o Drug-Disease interactions based on general information.				
	o Drug-Disease interactions specific to diseases the patient has.				
	o Drug-allergy alerts based on general information.				
	o Drug-allergy alerts specific to the patient.				
	o Drug-patient history alerts based on general information.				
	o Appropriate dosing based on general information.				
	o Appropriate dosing calculated for the patient.				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	o Therapeutic monitoring associated with specific drug utilization based on general information (drug-lab alerts).				
	o Duplication of drugs in a therapeutic class based on general information.				
	o Duplication of drugs in a therapeutic class specific to the patient.				
	o Drugs to be avoided in the elderly based on general information.				
	o Drugs to be avoided in the elderly based on age of the patient.				
	o Patient-appropriate medication information.				
13.	Laboratory Test Tracking				
	• Provide the following type of alerts and follow-ups:				
	o Track all laboratory tests ordered or done until results are available to clinician, flagging overdue results.				
	o Flag abnormal test results.				
	o Provide confirmation check-off that abnormal test results have been given to the patient.				
14.	Referral Tracking and Coordination				
	• Provide tracking of the reason for the consultation and pertinent clinical findings.				
	• Provide tracking of status of the referral, including the timing for the referred service.				
	• Provide ability to enter the reports from the referrals.				
15.	Performance Measures				
	• Clinical process (e.g., percentage of women 50+ with mammograms or				

I. A. GENERAL FUNCTIONAL REQUIREMENTS FOR EMR

		M,C,U,N	Version	GA Date	System/Product Name
	childhood vaccination rates)				
	• Clinical outcomes (e.g., HBA1c levels for diabetics)				
	• Service data (e.g., backlogs or wait times)				
	• Patient safety issues (e.g., medication errors)				
	• Practice performance reports across the practice and individual physicians.				
15.	Provide interactive website with the following capabilities:				
	• Request appointments by reviewing clinicians schedules.				
	• Request referrals.				
	• Request test results.				
	• See elements of the medical Record				
	• Import elements of their medical record into a personal health record.				
R.	OTHER FEATURES				
1.	Provides local yellow pages and medical staff directory database.				
2.	On-line research information for:				
	• Drug dosage information/calculation				
	• Emergency drug reference				
	• Conversion tables				
	• Policy and procedures				
	• Other information				
3.	Addresses HIPAA Security Issues				
4.	System supports Patient accounting to review supporting clinical documentation online with the associated patient financial information for audit purposes.				

COUNTY OF VENTURA
HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement") is made a part of by and between County of Ventura ("Covered Entity") and _____ effective as of the compliance date of the Privacy Rule (defined below) (the "Agreement Effective Date").

RECITALS

1. Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
2. Covered Entity and Business Associate intend to protect the privacy and provide security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
3. As part of the HIPAA Regulations, the Privacy Rule requires Covered Entity to enter into a contract with Business Associate containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.502(e) and 164.504(e) of the code of Federal Regulations ("CFR") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

I. Definitions.

- a. "Business Associate" shall have the meaning given to such term under the Privacy Rule; including, but not limited to, 45 CFR Section 160.103.
- b. "Covered Entity" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.
- c. "Health Care Operations" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.
- d. "Privacy Rule" shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164. . .
- e. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall

have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501. **b**

f. "Protected Information" shall mean PHI provided by Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.

2. Obligations of Business Associate.

- a. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate obligations under the Agreement and as permitted under the Agreement. Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule is so used by Covered Entity, except that Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, or (ii) to carry out the legal responsibilities of Business Associate.
- b. **Permitted Disclosures.** Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by Covered Entity, except that Business Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement, (ii) for the proper management and administration of Business Associate, or (iii) as required by law.
- c. **Appropriate Safeguards.** Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Agreement.
- d. **Reporting of Improper Use or Disclosure.** Business Associate shall report to Covered Entity any use or disclosure of Protected Information otherwise than as provided for by this Agreement within five (5) days of becoming aware of such use or disclosure.
- e. **Business Associate' Agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides Protected Information agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI.
- f. **Access to Protected Information.** Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in records available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524.
- g. **Governmental Access to Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining compliance with the Privacy Rule.
- h. **Minimum Necessary.** Business Associate and its agents or subcontractors shall only

request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclose.

- i. **Retention of Protected Information.** Business Associate and its subcontractors or agents shall retain all Protected Information throughout the term of the Agreement and shall continue to maintain the information required under Section 2(h) of this Agreement for a period of six (6) years after termination of the Agreement.
- j. **Notification of Breach.** During the term of this Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

3. Termination.

- a. **Material Breach.** A breach by Business Associate of any material provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by Covered Entity.
- b. **Reasonable Steps to Cure Breach.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the provisions of this Agreement or another arrangement and does not terminate this Agreement pursuant to Section 3(a), then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary of the Department of Health and Human Services.
- c. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c) and 2(e) of this Agreement to such information, and limit further user of such PHI to those purposes that make the return or destruction of such PHI infeasible. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIP AA, the Privacy Rule and other applicable laws relating to the security or confidentiality of PHI. Upon request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIP AA, the Privacy Rule or other applicable laws. Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Sections or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances, regarding the safeguarding of PHI sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

IN WITNESS WHEREOF, the parties hereto have dully executed this Agreement on the Dates appearing below to be effective as of Agreement Effective Date.

Covered Entity

Business Associate

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RFP #5510

County of Ventura

CONTRACT BONDS

Before execution of the contract by the County, the Offeror shall file with the County a surety bond satisfactory to the County in the amount and for the purposes noted below. Bond shall be duly executed by a responsible corporate Surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. The Offeror shall pay all bond premiums, costs, and incidentals.

The bond shall be signed by both the Offeror and Surety and the signature of the authorized agent of the Surety shall be notarized.

The Offeror shall provide a good and sufficient surety bond. The "Performance Bond" shall be for 50% of total amount of project to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the County, and that all materials and workmanship will be free from original or developed defects.

Should any bond become insufficient, the Contractor shall renew the bond within 10 days after receiving notice from the County.

Should any Surety at any time be unsatisfactory to the County, notice will be given to the contractor to that effect. No further payments shall be deemed due or will be made under the contract until a new Surety shall qualify and be accepted by the County.

Changes in the work, or extensions of time, made pursuant to the contract, shall in no way release the Contractor or Surety from their obligations. Notice of such changes or extensions shall be waived by the Surety.

Bond No. _____

SURETY BOND
PERFORMANCE AND PAYMENT

Whereas, the Board of Supervisors of the County of Ventura, State of California, hereinafter called "Agency," and _____, hereinafter called "Principal" have entered into a contract whereby principal agrees to install and complete certain designated work, which said contract dated _____, 200____, and identified as project _____, Spec Number _____ is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

Now, therefore, we the principal and the undersigned, as corporate surety, are held and firmly bound unto Agency in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said contract and any alteration thereof made as therein provided on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And, whereas, under the terms of said contract, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Agency to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

~~Now, therefore, said principal and the undersigned, as corporate surety, are held firmly bound unto the Agency and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid contract and referred to in the aforesaid Civil Code in the like sum of _____ Dollars (\$_____) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement herein rendered.~~

~~It is hereby expressly stipulated and agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.~~

~~Should this condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.~~