

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

436



**SUBMITTAL DATE:**  
 August 27, 2014

**FROM:** Riverside County Information Technology (RCIT)

**SUBJECT:** Approve the purchase of hardware, software, professional services for the implementation of a converged enterprise computing platform for multiple departments, All Districts; [\$9,757,573 total]; RCRMC and Ambulatory Care department budgets

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and direct the Purchasing Agent to sign an Agreement with Logicalis, who is the lowest responsive and responsible bidder, for an amount not to exceed \$9,377,573 for the implementation of an enterprise computing environment for RCRMC and Health Systems including; licensing, software, hardware, and associated professional services; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, to exercise the renewal options for software maintenance for up to four (4) additional years, based on the availability of funding and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

(continued on page 2)

*Christopher M. Hans*

Christopher M. Hans  
 Interim Chief Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,951,515	\$ 1,951,515	\$ 9,757,573	\$ incl. 5 yrs.	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> RCRMC and Ambulatory Care Departmental Budgets				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 14/15 - 19/20	

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Jennifer L. Sargent*  
 Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: All

Agenda Number:

3-84

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Approve the purchase of hardware, software, professional services and staff for the implementation of a converged enterprise computing platform for multiple departments, All Districts; [\$9,757,573 total], 100% Multiple Budgets

**DATE: August 27, 2014**

**PAGE: 2 of 3**

**BACKGROUND:**

**Summary (continued)**

This request is to purchase a new enterprise computing environment for RCRMC, Detention Health and clinics. This system will provide a highly available and resilient infrastructure platform that is required to support mission critical and life safety county services.

There is an immediate need for a computing environment to facilitate the expansion of the hospital's ambulatory care patient management and electronic medical records (EMR) system called NextGen. Specifically it will provide the Riverside County Regional Medical Center (RCRMC) with a replacement computing platform for their electronic medical records system, medical operations support systems, and for the virtual desktop system (VDI). The computing environment will also support the County's existing ambulatory care patient management and electronic medical record systems, NextGen. The purchase of the NextGen application and licensing was approved on July 15, 2014 by the Board of Supervisors (M.O. 3-52).

In addition to the systems listed above, the platform has capacity to grow over time to support the deployment of virtual desktops throughout the county, host an enterprise document management system, host the new land management system and provide the computing platforms for other departmental services as their systems reach the end of their useful life. These future expenses will be incurred by those customers at the time the system is expanded to support their needs.

**Risks associated with delay or deferral of purchase:**

RCRMC and Public Health recommend moving forward with this purchase as there is the risk of possible penalties for not having an EMR in place by specified timelines as well as the potential loss of federal incentives for the EMR implementation. The purchase will also avoid additional costs to extend the life of existing systems beyond the current useful-life support agreements. Additionally, the EMR implementation will help manage the patient history in a more efficient process and help attract professional clinical staff with EMR technology experience.

**Impact on Citizens and Businesses**

This system will support mission critical and life safety county services. The county hospital, as well as ten county operated community based clinics, provides essential medical services to residents and visitors from all corners of the world. The county is responsible for providing services to those in need of medical treatment and this is the computing platform that supports the delivery of these services.

As the county continues its multi-year effort to consolidate IT operations and migrate from standalone computing systems found within each county department to enterprise class systems, it is anticipated that we improve the delivery of county services. Advances in technology over the last several years have created new tools for managing large computing environments, introducing new ways to automate repeatable functions, implement and standardize IT work flows and empower users. These activities produce improved efficiency, service availability and overall reliability.

This enterprise system, or large scale computing platform, will not only support county medical teams, it will also provide the foundation to support the computing needs for other county users in the future.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Approve the purchase of hardware, software, professional services and staff for the implementation of a converged enterprise computing platform for multiple departments, All Districts; [\$9,757,573 total], 100% Multiple Budgets  
**DATE: August 27, 2014**  
**PAGE: 3 of 3**

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Following is the cost for the award to Logicalis including a 10% contingency for the project.

<b>Description</b>	<b>Hardware</b>	<b>Software</b>	<b>Services</b>	<b>Maintenance</b>	<b>Total</b>
RCRMC – Soarian, NextGen internal clinics	\$942,802	\$1,082,801	\$178,829	\$219,524	\$2,423,956
Amb Care – NextGen	\$320,345	\$362,600	\$147,974	\$85,454	\$916,373
RCRMC – VDI	\$2,923,808	\$920,367	\$683,079	\$657,483	\$5,184,737
Contingency					\$852,507
<b>TOTAL</b>	<b>\$4,186,955</b>	<b>\$2,365,768</b>	<b>\$1,009,882</b>	<b>\$962,461 *</b>	<b>\$9,377,573</b>

\* Represents maintenance costs over five years for hardware purchase of this agreement.

The project cost will be financed over a 5 year period with Bank of America, the county-award financing authority, for a total estimated interest cost of \$380,000 based on a competitive rate of less than 1.5%. The five-year financing period includes maintenance and support costs.

At a later date the required staffing level to support the new environment will be refined and a request to add support positions will be brought back to the Board for approval. The cost of additional support personnel (15 estimated) will be significant, but departments are aware of the approximate cost and have identified funding sources.

**Contract History and Price Reasonableness**

Riverside County Purchasing on behalf of Riverside County Information Technology issued Request of Quote number ITARC-277 on June 19, 2014 soliciting bids for an enterprise computing environment. Three bidders responded to the request and Logicalis was the lowest responsive responsible bidder. Original bid responses ranged from \$7,750,311 to \$17,807,275. Sirius Computer Solutions was the lowest bidder however they did not provide the migration portion of the project making them non-responsive to the request.

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**IBM EQUIPMENT REPLACEMENT ENTERPRISE ENVIRONMENT**

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**between**

**COUNTY OF RIVERSIDE**

**and**

**LOGICALIS**



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This Agreement, made and entered into this 9<sup>th</sup> day of September, 2014, by and between Logicalis, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in this Professional Services Agreement and incorporated exhibits and attachments, consisting of 53 pages at the prices stated within Exhibit C, and Attachment I, HIPAA Business Associate Attachment to the Agreement, consisting of 9 pages.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with generally accepted standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit C. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through September 9, 2015, with the option to renew for 4 years, each year shall be renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, Products ("Products" means goods, software and Services Sold by Part Number, as hereinafter defined. Services Sold by Part Number are services which, unlike Logicalis professional services, refer to all other services which, although they may be ordered from CONTRACTOR, are to be supplied by subcontractors supplied by CONTRACTOR provided and expenses incurred in accordance with the terms of Exhibit C, Milestone Payment Schedule. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$8,525,068.59

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including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No service-related price increases will be permitted during the first year of this Agreement.. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any service-related price increases must be stated in a written amendment to this Agreement.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services outlined in the applicable invoice have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Information Technology  
3450 14th Street  
Riverside, CA 92501  
Attn: Accounts Payable

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (ITARC-02655-001-09/15); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If

any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** Either party may terminate this Agreement without cause upon 30 days written notice served upon the other party stating the extent and effective date of termination.

**5.2** Either Party may upon five (5) days written notice terminate this Agreement for breach in accordance with subsection 5.2.1 , if the other party refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure.

**5.2.1** Cure. If the other Party breaches any material provision of this Agreement or any SOW and fails to cure such breach within five (5) days of receipt of notice of such breach from the non-breaching Party (“Cure Period”): the notice from the non-breaching Party shall specify the basis on which the Agreement or SOW is being terminated, including a description of the breach and how the breach can be cured within the Cure Period. If the breaching Party fails to cure the breach within the Cure Period, then termination shall be effective on the sixth (6th) day following receipt of such notice by the breaching Party.

**5.3** Upon termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit C.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 CONTRACTOR is debarred from the System for Award Management (SAM). If the agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of the debarment. Reference: (System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of the parties provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. Services will be deemed accepted by COUNTY if not rejected in a reasonably detailed writing within thirty (30) business days of submission to COUNTY.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed

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by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1 Negotiation Between Senior Management.** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. If the dispute has not been resolved provided herein within 45 days after initiation this Agreement does not preclude either party from initiating litigation. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2 Mediation.** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**11.3 Binding Arbitration.** If the dispute has not been resolved by mediation as provided herein, the parties agree to binding arbitration in the State of California. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in [insert industry or legal experience required for arbitrator] and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with

a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

Intentionally omitted

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material

requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**16.3** The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment I of this agreement.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Information Technology  
3450 Fourteenth Street  
Riverside CA 92501  
Attn: PCS

Regional Medical Center  
26520 Cactus Ave,  
Moreno Valley, CA. 92555  
Attn: PCS

**CONTRACTOR**

Logicalis  
1920 Main St. Suite 770  
Irvine CA 92614

Logicalis, Inc.  
34505 W. 12 Mile Rd., Suite 210  
Farmington Hills, MI 48331  
Attn: General Counsel

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the

right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability:** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and

policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

### **23. Limitation of Liability**

**23.1** Limit on Types of Damages Recoverable. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY OTHER THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS

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OPPORTUNITY) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, TORT, STRICT LIABILITY AND NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

**23.2** Limit on the Amount of Damages Recoverable. CONTRACTOR'S LIABILITY TO COUNTY AND ITS AGENCIES, DISTRICTS, SPECIAL DISTRICTS AND DEPARTMENTS, THEIR RESPECTIVE OFFICERS, DIRECTORS, BOARD OF SUPERVISORS, ELECTED AND APPOINTED OFFICIAL, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSOR, AND ASSIGNS, FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE LIMITED IN ALL CASES TO DAMAGES WHICH SHALL NOT EXCEED, IN THE AGGREGATE, THE HIGHER OF FEES PAID BY COUNTY OR PAYABLE BY COUNTY TO CONTRACTOR UNDER THE AGREEMENT.

**24. General**

**24.1** Neither party shall delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**24.2** Any waiver by either Party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of either party to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing the other party from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement for Services which could not be completed due to circumstances outside the COUNTY or CONTRACTORS control the CONTRACTOR shall promptly refund the applicable amount to the COUNTY on request; or at its option the COUNTY may offset the mutually agreed upon amount from any payment due to the CONTRACTOR.

**24.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**24.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The

CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**24.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**24.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**24.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**24.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**24.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**24.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**24.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**COUNTY:**

Board of Supervisors  
4080 Lemon Street  
Riverside, CA 92501

**CONTRACTOR:**

Logicalis  
1920 Main St. Suite 770  
Irvine CA 92614

Signature: \_\_\_\_\_

Jeff Stone  
Chairman of the Board of Supervisors  
County of Riverside  
September 9, 2014

Signature: \_\_\_\_\_

Eric Tilds  
EVP & General Counsel  
Logicalis, Inc.  
Dated: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis DATE 9/26/14  
NEAL R. KIPNIS

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**EXHIBIT A**  
**TERMS SPECIFIC TO PRODUCT SALES ONLY**

1. **Product Returns and Warranty Assistance.**
  - (a) CONTRACTOR hereby passes through to COUNTY, manufacturer's product return policies and the manufacturer's warranties. CONTRACTOR will assist COUNTY to facilitate the utilization of manufacturer return policies and warranties.
  - (b) In no event will CONTRACTOR provide product return or warranty coverage beyond that provided by the manufacturer.
  - (c) COUNTY acknowledges that CONTRACTOR is reselling (and not itself providing) all Products purchased by COUNTY, including, without limitation, software and Services Sold by Part Number. COUNTY accordingly acknowledges the terms and conditions governing the use of such Products shall be solely between COUNTY and the vendor. CONTRACTOR MAKES NO WARRANTY REGARDING THE Products.
2. **Product Warranty Disclaimer.** CONTRACTOR MAKES NO WARRANTIES OF ANY KIND HEREUNDER. CONTRACTOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. **Shipment and Risk of Loss for Product Sales.** All shipments of Products by CONTRACTOR to COUNTY will be FOB destination. Insurance coverage, transportation costs and all other expenses applicable to shipment from CONTRACTOR to COUNTY's identified point of delivery will be the responsibility of the CONTRACTOR. **Product Security Interest.** COUNTY grants CONTRACTOR a security interest in and to the Products as security for payment in full of the purchase price. COUNTY agrees that acceptance of these Terms and Conditions constitutes acceptance of this security agreement. CONTRACTOR is hereby authorized to file and/or record any documents it deems necessary to perfect this security interest.
4. **Permitting Compliance for Product Sales.** COUNTY will obtain all licenses, permits and approvals required by any governmental agency, foreign or domestic, having jurisdiction over the transaction.
5. **Price and Payment.** The prices in this Agreement are exclusive of all applicable taxes, duties, licenses, and tariffs levied upon the sale, purchase or delivery of the Products which remain the COUNTY's obligation which shall be identified by CONTRACTOR on the invoices. Payment is due thirty (30) days from the date of the invoice. All payments will be made in US currency.
6. **Limitation of Liability.** NO MONETARY RECOVERY IS AVAILABLE FROM LOGICALIS FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL LOGICALIS' LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE PAID FOR THE Product THAT IS THE BASIS FOR THE PARTICULAR CLAIM. LOGICALIS WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY LOSS OF REVENUE, PROFIT, USE OF DATA, INTERRUPTION OF BUSINESS OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE Product OR ANY RELATED DELIVERABLE, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, EVEN IF LOGICALIS HAS BEEN ADVISED OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE

**EXHIBIT B**  
**Scope of Service**  
**For**  
**Riverside County Regional Medical Center (RCRMC)**

**Exhibit B-1**

**Section 1. Professional Services**

Logicalis will provide professional services at a firm fixed price to County of Riverside (“Customer”) under the terms and conditions set forth in this Statement of Work (“SOW”).

**Section 2. Solution Summary**

The applications covered by this engagement are: NextGen, Siemens Openlink, Soarian Enterprise Document Management, Siemens Novius Lab, and Siemens Novius Lab Patient Identification Check.

**Section 3. Scope of Work**

**3.1. Tasks and Activities, Deliverables**

Based on the information provided, Logicalis will work on the following Tasks and Activities, to provide the Deliverables (if any) as part of the Enterprise Pureflex project.

**Data Migration Services**

**Tasks and Activities**

- Evaluate the Riverside County environment to determine most effective methodology for migration of data from existing SAN infrastructure to new SAN infrastructure.
- Gather data relevant to and required for the infrastructure being deployed.
- Work with the Riverside County staff to formulate plans for the validation of host applications after the data has been migrated to the new SAN infrastructure.
- Plan for placement of application volumes across the back-end of the new SAN infrastructure.
- Work with the Riverside County staff to formulate plans to validate host applications after the data has been migrated to the new SAN infrastructure
- Ensure that the configuration design and implementation meet Riverside County infrastructure and business requirements, such as:
  - Current server storage configuration, data layout, and content of the volumes to be migrated.
  - Priorities for Data Migration.
  - Implemented security measures.
  - Application access to data.
  - Additional equipment necessary for migration.
- Produce a high level Migration Plan that explains standard methodology to validate any tools that will be implemented for this engagement. This document may be used as a supplement to any internal plans.
- Produces a Migration Guide, which provides the processes used for this engagement and implementation notes for any data replication tool customization performed for this engagement.
- Develop the migration design.
  - Detail the source-to-destination mapping.
  - Schedules and sequence the data migration.

- Document the equipment locations.
- Install the software in accordance with the migration design.
- Perform the required tasks to conduct the data migrations defined.
- Verify the target environment is available to the appropriate servers and that the software configuration of the server and storage is correct.
- Perform the data migration of each data source as defined and sign off on the Migration Plan.
- Configure and document the system configuration parameters in the Configuration Guide.
- Review the data migration results.

### **Deliverables**

- Migration plan and Migration Guide documenting the implementation.
- Informal operations training related to the configuration and administration of the storage area network (optional).

### **Assumptions**

- Technology Services for Data Migration that will include:
  - Provide a specified resource to initiate and manage the technology services provided. Siemens will work with Riverside County to identify the resources to perform the technology services, manage the scope of the technology services project, to monitor overall progress of the work, and to provide regular status updates to Riverside County.

### **VDI Services**

#### **Tasks and Activities**

#### **Strategic Services – Soarian Information Access**

- Siemens will provide the following professional services:
  - Soarian Information Access (SIA) - Geared towards providing user session mobility and streamlined access for targeted applications. Siemens will:
    - Direct initial project start up and provide cross-functional coordination and alignment of Siemens' resources. Siemens will work with Customer's project manager to assist in meeting defined objectives and to develop the project definition and Project Workplan. Siemens and Customer's project managers will be the points of contact for issue resolution and will continuously monitor progress to minimize potential risks. Siemens will provide a periodic project status and budget report.
    - Provide experienced technical consultants to work with Customer to evaluate technical requirements and desired outcomes for the service. Siemens will work with Customer to use contracted hours in a way that optimizes technical adaptation, satisfaction and use of software to help Customer meet their stated business objectives. Siemens agrees to perform services as listed below, with the understanding that said services can be modified after initial analysis and planning as agreed to by both parties. If additional hours are needed Customer must use the Change Order process to request hours with both Siemens and Customer agreeing to change in scope before actual work effort begins

- Guide Customer in creating a corporate design approach for the implementation that consists of standard policy, practices and data structures across the enterprise, including off-site locations. Siemens will assist with the implementation activities for the first pilot and will then provide high-level consulting only for the remaining units across the enterprise unless otherwise noted herein.
- Interview Customer technology resources and up to three (3) groups of Customer clinical end-user populations such as a physician, nursing and ambulatory staff, to determine desired end-user workflow policy for the implementation.
- Evaluate targeted end user system use at the device level. Then consult with key Customer personnel on desired advanced authentication options appropriate to the systems and infrastructure for the SIA implementation.
- Review and make recommendations regarding proposed end-user workflow, security settings and policy prior to application in the production solution.

### **VMware Horizon View**

- Deploy VMware View virtual desktop infrastructure on top of Customer's virtual environment to prepare machines for Virtual Desktop integration connections. Siemens will:
  - Assist in SAN design to support the SIA solution.
  - Install, configure and prepare Virtual Desktop Agent to manage communication between the machines and user devices.
  - Install, configure and prepare View Connection Manager to allow creation of desktops from virtual machines at primary and secondary site.
  - Prepare and install View Composer to enable cloning and deployment of multiple desktops from centralized base images or parent VMs at primary and secondary site.
  - Prepare to deploy virtual desktops to end users allowing dynamic and secure access to defined applications.
  - Populate up to three (3) desktop pools with applications identified for use by each specific user group.

### **AppSense Environment Manager**

- Deploy AppSense environment manager to allow customized location aware end user virtualization. Siemens will:
  - Install and configure AppSense Environment Manager at the primary and secondary site.
  - Configure automated provisioning of desktop shortcuts for up to fifteen (15) applications.
  - Perform lockdown and optimization of virtual desktop environment according to VDI best practices.
  - Configure user personalization for Microsoft Office, Internet Explorer, and Windows Desktop Environment.
  - Configure location based printing for up to 5 zones

### **Quick Record**

- Global Session Manager (GSM) front end to allow users to scan a patient's barcode to quickly access a chart. Siemens will:
  - Install GSM API required for proper pass through of patient information
  - Develop customized web portal to enable quick record functionality
  - Create appropriate rules for automatic display in AppSense Environment manager

### **SIA Deployment & Training**

- Lead implementation and deployment of limited production pilot, and play a supporting role in deployment of enterprise desktops. Siemens will:
  - Build a controlled environment for first delivery of SIA in a single pilot unit consisting of one (1) department or nursing floor with up to twenty-five (25) devices, working with Customer to validate defined process.
  - Assist customer in deployment of up to 100 concurrent virtual desktops.
  - IT Training
    - Provide training for up to three (3) resources on the solution architecture and function to facilitate communication and training to end users. Siemens hours for training are based on Customer having Imprivata and VMware View certification or equivalent work experience prior to the SIA implementation. Siemens will instruct Customer on SIA deployment as applied to their existing environment. This includes:
      - Customer solution architecture and impacts to Siemens clinical user workflow.
      - Imprivata enrollment to enable customer to register end users

### **Enterprise Rollout**

- Planning and support assistance for the enterprise deployment of up to 1200 concurrent virtual desktops.
  - Planning and support assistance for enterprise deployment of an additional 1100 concurrent virtual desktops (100 concurrent virtual desktops included in 5.2 above, plus an additional 100 concurrent virtual desktops).
  - Technical SME assistance for enterprise rollout of 1200 concurrent virtual desktops.
  - Deployment assistance of a total of 1200 client devices.

### **Turnover and Documentation**

- Turnover Documentation
  - Throughout the project collect and assemble documentation of the physical, logical, network and devices for the production environment.
  - Provide/review turnover documentation package with the customer.

### **Project Management Services**

The assigned Logicalis Project Manager will be responsible for providing the following services:

In order to address the County's requirement for project management, Logicalis is providing the following approach:

1. Logicalis project governance to be provided for the overall project
  - a. This project manager will be remote and will provide a consistency of approach and reporting.
2. Logicalis onsite project lead to be responsible for PUREFLEX installation for any necessary onsite management activities and to report back to the Logicalis PM.

***Project Management (High Rigor)***

The assigned Logicalis Project Manager will be responsible for providing the following services:

**Planning**

- Project kick-off call agenda & notes
- Project kick-off call facilitation
- Identify project team and define roles & responsibilities
- Resource Scheduling
- Project Work Breakdown Structure (WBS) & Gantt creation
- Project Workbook, consisting of:
  1. Delivery Team Contact Information
  2. Project RASIC Chart
  3. Project Communication Plan
  4. Project Schedule
  5. Project Issues & Actions Log
  6. Project Change Request Log
  7. Project Risk Register Log
  8. Project Product Tracking Log

**Execution**

- Product tracking, if applicable
- Project status call agenda & notes
- Weekly project status call facilitation
- Weekly project status report, consisting of:
  1. Overall Health Status
  2. Schedule, Risk & Budget Key Performance Indicator (KPI) Reporting
  3. Percentage Complete
  4. Project Phase
  5. High Level Accomplishments
  6. Current Activities / Upcoming Activities
  7. Past Due Activities
  8. Project Issues
  9. Financial & Hours Summary, applicable to T&M projects
- Resource management & allocation
- Project WBS & milestone management
- Project escalations

**Monitoring & Controlling**

- Project Deliverable review and delivery, as applicable
- Scope management
- Document Project Change Requests (PCRs), if applicable
- Timeline & budget monitoring
- Project performance measurement
- Risk monitoring & management
- Quality management

**Closing**

- Project closure call
- Project Closure and Acceptance processing
- Document lessons learned, as applicable

3.2. Out of Scope

All items not specifically included in the Scope of Work section of this document are out of scope.

**Section 4. Resource Scheduling**

Within 10 business days of receipt of the signed SOW, Logicalis will discuss scheduling the delivery of these services.

**Section 5. Completion Criteria**

This project will be considered complete when the Tasks and Activities specified and Deliverables specified in the Scope of Work are complete.

**Section 6. Customer Responsibilities**

Customer is responsible for providing and/or performing the following (as applicable to this project):

1. Should the timeline be delayed due to Customer's failure or inaction to complete Customer's responsibilities, Logicalis cannot be held responsible as resources may no longer be available and Logicalis will need to suspend services and reschedule when the resources are once again available.
2. Identify a Project Focal Point to act as the single point of contact for the Project Manager to:
  - a. Assist in planning, scheduling meetings, milestone reports support, defining deliverables, accepting deliverables and inquiries in reference to this project
  - b. Be responsible for managing their resources that are participating in this project, ensuring timely participation by the proper resources and maintaining the focus on success of the project
  - c. Be responsible for the management and performance of their resources (which may also include subcontractors and/or third-party organizations) and those resources must have their time funded and prioritized appropriately to support the project as described in the Project Plan.
  - d. Be responsible for ensuring that where applicable, any third-party data center provider is cooperating in the project if the source servers/workloads are located in a third-party data center and the intent of the project is to migrate the workloads out of that data center.
3. Provide resources as to fulfill the needs of this project including a focal point / project manager, source database administrator, application administrator and application technical support.
  - a. The resources will complete all project tasks and requirements regardless of hours estimate according to the project schedule/plan.
  - b. The resources to be provided should have sufficient skills, expertise, and experience to effectively aid in the progression of the project. In addition, Logicalis reserves the right to request a replacement of equal or better skill, expertise, and experience should Logicalis determine that the resource provided is insufficient to the task.
  - c. Should one or more resources be unavailable or leave the project for any reason prior to the project completion date, a replacement resource will be provided with equal or better skills, expertise, and experience so as not to impact the project schedule and/or deliverables.
  - d. The resources should be available to work outside of normal weekday business hours, weekends or during designated holiday periods to support project activities such as testing or production cutovers during downtime.
4. Provide the Project Manager with the County management contact for the location where on-site personnel will be working.
5. Provide local and/or remote access to facilities, systems, applications and data as required by Logicalis to fulfill the objectives of this project. All information acquired from this access is confidential and to be used by Logicalis for the sole purpose of satisfying the requirements for the project. Should remote connectivity and/or access to the source and target systems(s) be denied or be unavailable for extended periods it may require that Logicalis relocate project resources to a designated County location to perform work.
6. Be responsible for the actual content of any County provided data files, selection and implementation of controls on its access and use, and security of the stored data. Logicalis will follow the agreed upon standard process for granting of access to and controlling client environments that may contain sensitive data as directed by the County.
7. Provide Logicalis with direct access at County location(s) and/or remote connectivity and access to the source system(s) and target system(s) for the duration of this project. This includes all required software development and testing tools (compilers, debuggers, etc.) and license for all required third-party software products, and all necessary hardware components required to fulfill our obligations under this SOW. This

will include processors, storage, and peripheral hardware, such as monitors, tape drives, printers, and terminal servers.

8. Assume responsibility for administration tasks, including: daily back-ups, operator functions, and console management.
9. Ensure that the source and target system(s) are accessible 24x7 for the duration of the project except during mutually agreed maintenance windows. Should a fault or failure occur with any aspect of the source and target system(s) hardware and/or software, reasonable efforts will be made to ensure that they are remedied within a time frame that will ensure that there is no negative impact to the project schedule or deliverables.
10. Unless otherwise specified, ensure that any software products to be made available are the same brand, version, and release of the software products to be utilized on the target system(s). Should the software products prove to have weaknesses in function and/or performance prior to the project completion date, they will be replaced with products with same brand, version, and release within a time frame that will ensure that there is no negative impact to the project schedule or deliverables. Access to vendor-supplied support for in-scope third-party products should be provided where appropriate.
11. Provide sufficient connectivity and network bandwidth to the in-scope servers within the source and target data center(s) and make it available at Project Initiation
12. Be responsible for diagnosis and/or rectification of any network problems that may arise in a timely manner so as not to impact the project schedule and/or deliverables
13. Grant appropriate firewall access to the in-scope server environment to facilitate the migration tasks
14. Provide Logicalis with direct access at County location(s) and/or remote connectivity and access to a target system to act as an application server of a two-tier production environment for the final production testing phase. Middleware and bolt-on systems utilized for interfacing with the new system will be managed and supported by the County. A high-availability LPAR/server could be utilized for this task.
15. Provide temporary disk storage required to support the migration approach.
16. The County will be responsible for performing any application analysis and remediation required that might have to be performed on their applications, scripts, property/configuration files and third-party products to interact with the migrated target databases; e.g. IP Address, IP nicknames, Oracle tnsnames, Oracle listener configurations, LDAP configurations etc. in order to meet the requirements of this project.
17. The County will be responsible for provision of a test plan that simulates the production environment(s) to aid in validation of the migration of the LPAR which may also be utilized as the Acceptance Criteria. Such testing might encompass system/functional testing, Quality Assurance (QA) and/or User Acceptance Test (UAT) testing etc., depending upon the requirements and structure of their operations.
18. Provide timely access to people and information including, but not limited to, the following areas:
  - a. Operations personnel knowledgeable of system and network administration and problem resolution flow.
  - b. Applications knowledgeable personnel for the applications that will be running on the systems.
  - c. Management personnel who are knowledgeable of the architecture of the project to resolve issues that occur during the project. These people shall be designated in advance and be readily available to the Logicalis consultants. To the extent possible, meetings will be scheduled in advance. However, access on an ad hoc basis may be necessary as work proceeds.
19. Ensured all sites are ready for equipment delivery. Customer is responsible for providing adequate and secure on-site storage for all product, equipment deliveries, staging and installation.
20. Ensure that any and all conditioned power (appropriate power rails and circuit breakers have been tested in the racks and cabinets where required), rack space, cable management, grounding points,

- air conditioning, carrier circuit installation, or other preparation work required to complete this SOW, has been completed prior to the implementation team's arrival.
21. Provide the specified/required floor/rack space, power and network connectivity for a single timely installation of the new hardware configuration.
  22. If not included as part of this project, Customer has implemented a back-up power and backup data strategy that insures the availability of mission critical data and voice equipment, and applications.
  23. Customer has identified and has access to the main communications area in the occupied building. Customer ensures that all carrier circuits that are intended to connect to Logicalis provided or re-programmed equipment has been fully tested, extended, identified/labeled, and subsequently proven to be suitable to carry voice and data network traffic.
  24. If not included as part of this project, Customer has procured additional required software, hardware, network wiring, patch cords, uplink cables and/or additional network equipment in a timeframe that allows work to be completed and to meet project milestones.
  25. The customer has assigned implementation technicians who are deemed capable and competent to follow the implementation plan with due care and skill, and authorized to signoff and approve the required parts of the implementation.
  26. Unless specifically addressed in the SOW, the customer is expected to have all copper and fiber runs identified (clearly labeled with an accompanying structured cabling map/diagram). Improperly labeled (or no labels) on runs may require a Tone/Test and Tag Project Change Request and a Project Delay Fee.
  27. Schedule and facilitate 'down-time' for systems and applications during certain periods during the project.
  28. Provide appropriate work areas for Logicalis consultants when they are on-site. This includes a quiet work area, telephone access, printer access, Internet access, and fax access.
  29. Provide all necessary security access to the locations where the work is to be delivered, as well as the passwords, equipment, etc. required to successfully complete this project.
  30. Customer ensures that the work environment is free of hazardous materials and free from asbestos. Customer is responsible for supplying Logicalis with any information concerning safety issues and/or hazardous material for disclosure to all Logicalis and third-party employees working on the project.
  31. Provide all the necessary support agreements for the software that is needed for the environment.
  32. To have any and all licensing issues related to the movement of applications understood and resolved. New license key codes, if required, are obtained.
  33. To have all application sources readily available in the event of having to reload applications from scratch.
  34. If not included as part of this project, Customer shall have performed all required backups and/or data migrations of existing data prior to work being performed by Logicalis technical specialist(s), unless otherwise agreed to via a Project Change Request.
  35. If remote access is required then Customer will allow VPN connectivity. If VPN connectivity is not permitted then a Project Change Request may be required.
  36. Customer acknowledges that during the performance of services, Customer may be asked to download software as part of such services. In downloading such software, Customer affirms that it has received the software from Logicalis for use in its internal systems only and will use the software internally according to the instructions set forth by Logicalis.
  37. Customer is responsible for obtaining all permits, licenses, and right of ways necessary for the completion of this project, including but not limited to building and city requirements.
  38. Customer has finalized all contract negotiations with third-party suppliers for hardware, software, physical plant requirements, and/or additional network equipment. Customer will provide Logicalis with an updated list of all third-party contacts, as well as Customer's assigned project coordinator and all contacts necessary to facilitate this SOW.

39. Any Customer and third-party vendor actions that either accelerate or postpone Logicalis project responsibilities may result in a change to the SOW and a subsequent Project Change Request.
40. Customer will communicate any issues or changes to both the original project plan or this SOW to Logicalis immediately upon discovery.
41. Customer acknowledges that it has thirty (30) business days after receipt of Project Closure and Acceptance (PCA) form to review the deliverables for the project and deliver to Logicalis the signed PCA, or alternatively, a written notification clearly describing a specific project element's failure to meet identified specifications. If Customer does not return the PCA or a written notice of nonconformity within such time period, the Project will be deemed accepted on the 31st business day after receipt of the PCA.

### **Section 7. General Project Assumptions**

Several general project assumptions are included in this SOW. General project assumptions include but are not limited to:

1. The SOW is conditional upon a verification of the RFP data. Before any work starts and as part of our process we will perform a validation assessment/meeting to verify our estimate. The SOW is based wholly upon the information in the RFP.
2. If we find any material or scope changes from the validation, a PCR will be generated to revise our estimate.
3. All information supplied to Logicalis by the County will be timely and accurate, and all relevant data that may affect time/cost has been communicated.
4. All information (e-mail, correspondence, meetings, application interviews, teleconferences, application documentation, application code, test products, deliverables, etc.) is assumed to be in US English. All translation costs and schedule impact that may be associated with efforts to convert documentation and communication to US English are outside the scope of the SOW and will be the responsibility of the County. For example, the County may need to provide a translator and/or translation facilities.
5. In agreement with the County, Logicalis may deploy other tools not specifically identified in this SOW as deemed necessary to fulfill the objectives of this project. Additional labor and/or usage fees associated with the use of such tools will be addressed via the PCR process.
6. Confirms that ERO compliance CSEG (Customer Solution Evaluation Guideline) Checklist has been completed and all actions as per ER compliance laws have been completed.
7. Unless otherwise specified, it is assumed that all third-party and COTS products used on the source system(s) are available for the target system(s) and porting/migration to the target system(s) will be like-for-like, version-for-version and that they have same interfaces and behavior on the target system(s). Version upgrades or product changes are deemed out of scope.
8. Required hardware and software will be ready to start the project upon Project Initiation.
9. Application Code delivered during Project Initiation is complete and reflects that currently in use in production on AIX. Missing or incorrect Application Code components could impact the terms of this SA.
10. Disks/LUNs/filesystems on the target system(s) will be created in advance of Project Initiation – source & target filesystem and raw device names should be the same. Raw devices shall include the additional space required by AIX
11. No database synchronization activities will be done and the source databases must be made available in restricted mode such that no users may access the databases during migration.
12. Like-to-Like database configuration, schema and structure are assumed and that no changes will be made during the project. The same parameters of the source databases will be used on the target databases, no extra performance tuning will be performed.

13. All items (including but not limited to hardware, software, peripherals and network cabling) required for the installation are available, prior to the start of the Implementation Services, unless otherwise agreed upon with the Contractor.
14. All work will be performed at an agreed upon time between the County and the Contractor.
15. Only IBM or IBM-supported hardware, software and peripherals will be installed and customized, unless otherwise agreed to by the County and Logicalis.
16. The cutover to production will be performed on a weekend and an agreed upon date and time between Logicalis and the County.
17. Logicalis will use best efforts not to exceed the downtime schedule agreed to with the County. It is possible that during the implementation circumstances may require additional downtime.
18. Should the timeline be delayed due to Customer's failure or inaction to complete Customer's responsibilities, Logicalis cannot be held responsible as resources may no longer be available and Logicalis will need to suspend services and reschedule when the resources are once again available.
19. In the event of de-staffing, the project may also be subject to additional startup charges.
20. Logicalis assumes Customer will procure and have readily available appropriate hardware, licenses for software products, and features that are applicable to this project.
21. If applicable, travel that is included in Logicalis projects is quoted assuming three (3) weeks advance notice. All travel expenses that are incurred with less than three (3) weeks' advance notice will be subject to price adjustments.
22. One or more Logicalis Representatives may perform work on-site during implementation. Customer agrees that a designated and responsible Customer representative will be present at all times when a Logicalis Representative is on-site.
23. All hardware, software, and licensing related to this project is readily available and in full working order (not necessarily configured) and has a copy of the correct OS image loaded, where applicable.
24. The project will involve some 'knowledge transfer.' The purpose of transfer of technology knowledge is to explain functionality provided by Logicalis' Professional Services delivered for the Project and to provide a high level overview of how that functionality may be utilized by Customer. Knowledge transfer is not intended to replace the manufacturers' formal instruction/classes.
25. Adequate staffing and project management is included in this SOW. If the Customer accelerates their timeline, additional staffing or overtime to meet the new deadlines may be required. Changes to the Customer's schedule must be communicated to the Logicalis Project Manager in writing within 24 hours of the change.
26. All communication that affects the technical aspects of the project will be directed through the Project Manager or other appointed personnel.
27. Review meetings will be held at milestone points in the project. These meetings are intended to facilitate discussion regarding project timelines. The availability of Customer's management and support personnel is critical to this project and Customer representation at these meetings is essential.
28. Following project completion, a non-emergency incident intake contact line is available at (248)232-5780 or (888)311-7822. Emergency calls should be directed to your Account Executive or if you have a Managed Service support contract (248)341-2500 or (877)963-8279.

Should any of the above assumptions prove to be incorrect or incomplete, Logicalis may modify the price, scope of work, or if applicable, project milestones. Any such modifications shall be managed by the Project Change Management Process set forth in this SOW.

**Section 8. Project Change Management Process**

Changes to the project scope will be negotiated separately through a mutually-approved Project Change Management process. In the event either party desires to change this project, the following procedures shall apply:

1. Either party shall notify the other party of any requested changes. Logicalis will deliver a Project Change Request to Customer for review and execution. The Project Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to the Tasks and Activities, Deliverables, Project Price and/or the schedule.
2. If both parties agree to implement the Project Change Request, the appropriate authorized representatives of the parties will sign the Project Change Request, indicating the acceptance of the changes by the parties.
3. Each executed Project Change Request will be incorporated into, and made a part of, this Statement of Work.
4. No party is under any obligation to proceed with the Project Change Request until such time as the Project Change Request has been agreed upon by both parties.

In the event of a conflict between a Project Change Request's Scope of Work and that set forth in the original Statement of Work, or previous fully executed Project Change Request, the most recent fully executed Project Change Request shall prevail.

**Section 9. Terms & Conditions**

1. This SOW is for services only and the pricing shall remain valid for 90 days from date of issuance of this SOW to Customer, for services completed within one year of signed date of acceptance of this SOW.
2. The delivery of services will be performed at a Logicalis facility and/or Customer's location specified in the SOW or provided to us prior to the commencement of services under this SOW.
3. Only activities identified in this SOW will be performed. If other work is desired or additional activities are identified, a Project Change Request or new SOW will be required prior to completion of that work or those activities.

## **Exhibit B-2**

1.0 Riverside County Regional Medical Center (RCRMC) requires the installation of hardware and software configuration for the Electronic Health Record (EHR) Expansion Project. The current platform for each application, (NextGen S1), (Electronic Document Management S1), (Lab/PIK S1), and (OPENLink S1), these platforms support the County's EHR Applications (SIEMENS locally housed application-set, NextGen, Soarian, Virtual Desktops and must be replaced. The physical components for the existing EHR applications reside at two separate locations. The production EHR is located at 51 Valleystream Parkway, Malvern, PA and 26520 Cactus Ave, Moreno Valley, CA.

1.1 The following Scope of Work (SOW) is for the Riverside County Electronic Health Record (EHR) expansion project. The scope of services described in the "Deliverables" will be executed at 1960 Chicago Avenue, Riverside, CA and/or 3450 14th Street, Riverside, CA.

1.2 The CONTRACTOR shall provide a detailed project plan that will consist of an implementation timeline, testing, parallel testing (with current equipment), migration of all applications and also the current production data from current configurations to new hardware and old equipment located at 26520 Cactus Ave, Moreno Valley, CA, diagram(s) to represent the proposed architectural solution, training for RCIT staff, sign off upon completed deliverables, and transfer of services to RCIT.

1.3 The CONTRACTOR shall include installation and set-up of all components. The CONTRACTOR shall provide RCIT with a projected downtime schedule required installing the components, and upon approval of the schedule, RCIT will rely upon the Contractor to maintain the schedule without any additional down-time.

1.4 Contractor must include a dedicated Project Manager for the duration of the entire project. Contractor's Project Manager will be remote and drive the project from design to go live. This person will be RCIT's "go to" person.

1.5 If needed, the County will conduct a job walk with the Awarded Contractor to show where equipment will be delivered, set-up, etc., and to view the equipment for potential trade-in.

1.6 Projected Completion Date:

The server/storage implementation project will be completed within eighteen (18) weeks of the start date for EHR project. The County reserves the right to limit testing and defer the cut-over to production. A reasonable period of time for testing and cut-over is defined as 136 calendar days. No excuse or delay for weekend labor costs, holidays, vacations or other issues shall relieve the Contractor from completing services within the timeframe allowed. CONTRACTOR shall adhere to the proposed target project completion time-line.

1.8 Deliverables: The Contractor will assign a dedicated Project Manager and qualified engineers on the following implementation:

- a) Provide all components listed in hardware and software requirements.
- b) Make known to RCIT all items (peripherals, additional electrical, HVAC and network cabling) required for installation, migration prior to project start.
- c) Install all components (hardware and software) in conjunction with Riverside County personnel.

- d) Prepare migration plans to migrate SIEMENS and NextGen application from 26520 Cactus Ave, Moreno Valley, CA to the new Production site at 1960 Chicago Avenue, Riverside, CA and/or 3450 14th Street, Riverside, CA.
- e) Coordinate migration to production.
- f) Provide comprehensive training to RCIT technical staff.
- g) Provide onsite LIVE support during and after cutover to production.
- h) Provide the County with a projected downtime schedule required making the conversion and upon approval of this schedule, the County will rely upon the Contractor to maintain this schedule without any additional down-time.
- i) Migrate applications and data from current platform to new platform.
- j) Provide a complete and transparent replacement of the current SIEMENS and NextGen configured application instances.
- k) Certify full compliance to meet or exceed current SIEMENS and NextGen platform services.
- l) Provide a fully functional, turn-key hardware/software solution to RCIT.

1.9 Functional Requirements: The system must meet or exceed the following functional requirements. The County will verify compliance with these requirements as part of the RCIT acceptance test process. The requirements include but are not limited to:

a) Application Platform: The system must support full functionality and seamless compatibility with existing County system requirements outlined in the SIEMENS and NextGen Schedule 1 minimum requirements documentation.

b) Storage: The system must support full functionality and seamless compatibility with all existing County SANs including Dell Compellent, IBM DS8100, and EMC VNX 5400 and any future RCIT enterprise storage solutions.

c) Interfaces: The system must support full functionality and seamless compatibility with all existing interfaces to the County's current SIEMENS and NextGen platform standards and associated ancillary subsystems.

d) The Contractor must ensure that supplied systems meet facility requirements at the current RCIT data center located at the RC3 Data Center, the RCIC facility, and any future RCIT data center.

e) Application Performance:

i. The system must support system sizing minimum requirements outlined in the SIEMENS and NextGen Schedule 1 for all application modules.

ii. The system must support any response time warranties outlined in the SIEMENS and NextGen Service Level Agreement (SLA) within the SIEMENS and Riverside County Master Agreement dated March 8 2005.

f) Operations: Vendor must provide a comprehensive training plan with courses and certification paths for RCIT System Administrators and Database Administrators (DBA) staff to fully support supplied systems.

g) Availability and Recovery Configuration

i. Resulting configuration will support an operational site with associated hot site availability equipment, plan and continuity strategy

- a. Recovery Time Actual (RTA) not to exceed 2 Hours and a Recovery Point Actual (RPA) not to exceed 1 Hour within the computing and storage environment.
  - b. Vendor will develop, test and monitor recoverability of the systems prior to County acceptance
- ii. Security Services
    - a) The system configuration must comply with the Riverside County Information Security Office standards as (as provided by the County and per County policy A58) well as industry security best practices for the platform and software being installed.
  - h) Full compatibility with existing application service set:
    - i. The new configuration must support full functionality and seamless compatibility with the County's current EHR configurations.
    - ii. Any incompatibility must be identified by CONTRACTOR. Any incompatibility must be supplemented with a corresponding plan to assure compatibility prior to final acceptance.

1.10 An agent of the County will verify completion and approve the installation within one (1) week of the task order completion. The Contractor will provide a summary of work performed.

1.11 COUNTY Assumptions:

- a) All items (including but not limited to hardware, software, peripherals and network cabling) required for the installation will be available, prior to the start of the Implementation Services, unless otherwise agreed upon with the Contractor.
- b) All work will be performed at an agreed upon time between the County and the Contractor.
- c) Only SIEMENS and NextGen supported hardware, software and peripherals listed in the SIEMENS and NextGen Schedule will be installed and customized, unless otherwise agreed to by the County and the Contractor.
- d) The cutover to production will be performed on a weekend and an agreed upon date and time between the Contractor and the County.

1.12 County of Riverside Responsibilities: The County is responsible for ensuring that the following responsibilities are met:

- a) The County will designate a representative to be the County Project Manager for the project. This representative will be the focal point for coordinating the efforts with the Contractor's Project Manager and will have the authority to act on the County's behalf in matters regarding this project, with the exception of Change Orders or the commitment of additional tasks affecting the final price of this project.
- b) Provide suitable workspace for the Contractor Services Specialist(s) with telephone and internet access during installation.
- c) Provide user IDs, passwords, IP addresses and naming conventions required for completion of the project.

1.13 SIEMENS migration Acceptance Criteria

Riverside County will consider this project accepted with the following goals met:

- IBM PureFlex hardware is fully functional at Riverside County RCIII datacenter
- The following applications and application data are migrated to this new environment: NextGen, Siemens Openlink, Soarian Enterprise Document Management, Siemens Novius Lab, and Siemens Patient Identification Check

- These same applications are functional and tested by the end users.

#### 1.14 Hardware Maintenance and Support Period

Following the Warranty Period and for the duration of the Maintenance and Support Services term, as set forth in this agreement, CONTRACTOR warrants that it will correct or replace, at no additional charge, any Defect of which it receives notice according to the terms of the agreement. In addition, CONTRACTOR warrants that Compliance Update and/or Defect Correction provided by CONTRACTOR will, subject to the terms of the Agreement: (i) remain fully compatible with all third party Software; and (ii) will comply with the functional specifications contained in the then-current environment. For a period of five (5) years after the commencement of the Warranty Period, in the event that CONTRACTOR removes or discontinues functionality that was contained in the requirements and at the time of Final Acceptance, CONTRACTOR will provide a mutually agreeable alternative for performing the same function. "Defect" as used in this Agreement is defined as the Hardware supplied is not properly functioning as described within the OEM documented specs.

**EXHIBIT C  
Milestone Payment Schedule**

**Firm Fixed Price Information**

1. Pricing

The Professional Services listed in the Scope of Work Sections in Exhibits B will be provided at a firm, fixed price, and billed according to the Milestone Payment Schedule Table.

*Services Tasks and Activities Pricing Table*

Item	Description	Amount
1	Data Migration Services (Siemens)	\$187,920.25
2	VDI Services (Siemens)	\$683,079.74
3	Taxes	\$15,033.62
	<b>Total</b>	<b>\$886,033.61</b>

*Products Pricing Table*

Item	Description	Amount
1	Siemens IBM (Hardware, Software, Maintenance & Support)	\$7,334,876.40
2	Taxes	\$304,158.58
	<b>Total</b>	<b>\$7,639,034.98</b>

*Milestone Payment Schedule Table*

Milestone	Description	Amount
1	Contract Signing (30% of Services & Products Totals)	\$2,557,520.58
2	Acceptance of production ready system; all hardware (compute, storage, network, chassis, and all related components) delivered and installed at County sites, successful completion of OEM hardware diagnostics testing without error or defects, operating systems installed and ready to receive applications and databases, system tools installed and configured ready to receive applications and databases. (50% of Services & Products Totals)	\$4,262,534.29
3	Final Project Acceptance as defined in Exhibit B-1, Section 5 of this Professional Services Agreement between the County of Riverside and Logicalis (20% of Services & Products Totals)	\$1,705,013.72
	<b>Total</b>	<b>\$8,525,068.59</b>

2. Travel Expenses

The firm fixed price includes travel expenses.

3. Invoicing

Logicalis will invoice Customer for Professional Services delivered as stated in the Milestone Payment Schedule Table.

#### 4. Services Limitation

The firm, fixed pricing listed above is for work performed during normal business hours (8:00 AM – 5:00 PM, Monday through Friday, local time) unless otherwise identified in the SOWs. Should any work need to be scheduled outside of normal business hours, or on a holiday, such requests will be handled via a Project Change Request, with a fifty percent (50%) uplift to the standard rate. Please see the Project Change Management Process section in Exhibit B for details.

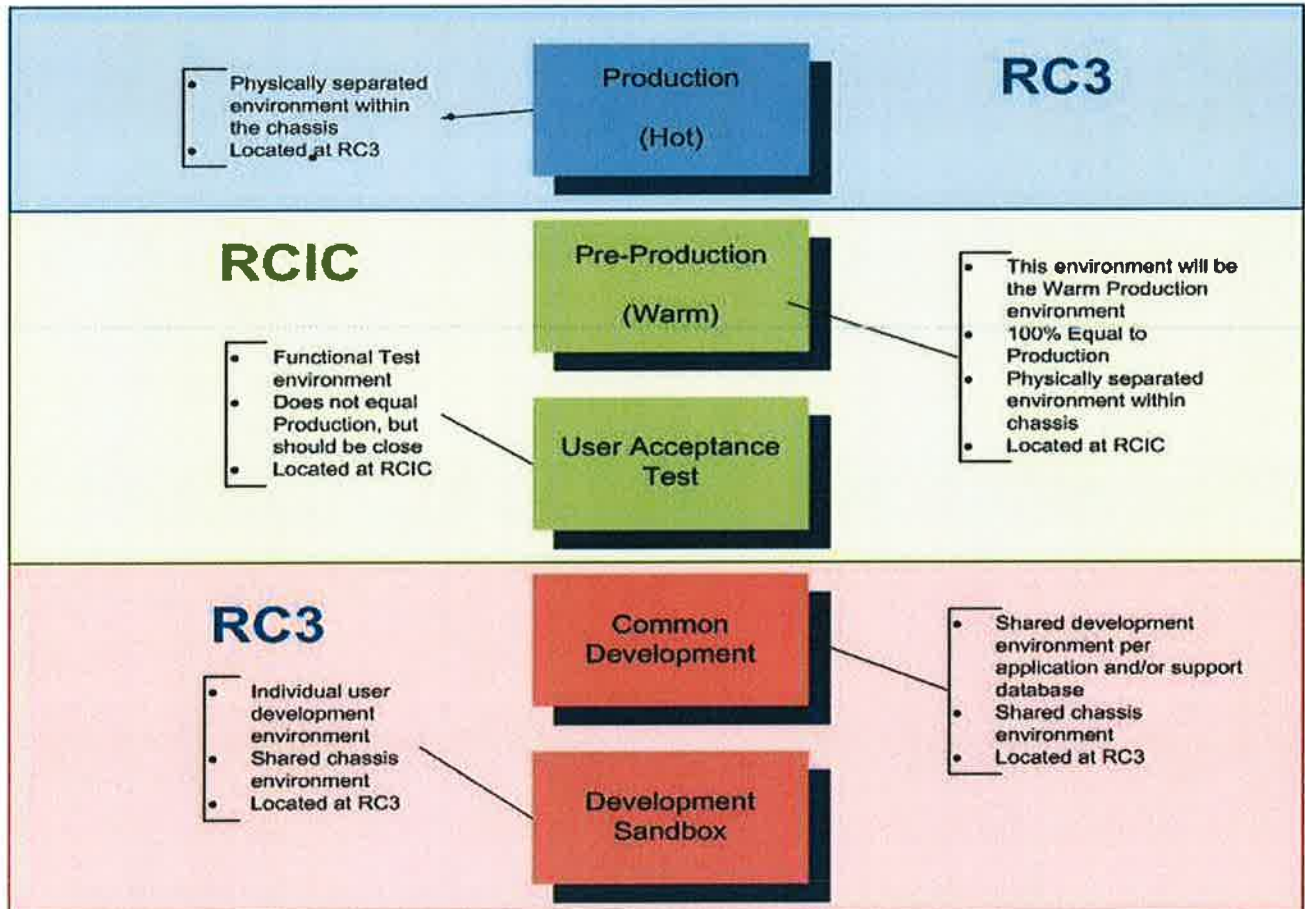
This pricing assumes all the work is performed as part of a single project; a delay caused by Customer may increase the price.

In the event Customer decides to cancel the project before its completion, Customer shall be responsible for payment of all fees for Services performed through the date of termination and fifty percent (50%) of the remaining balance on the fixed price, once all completed milestone payments are paid.



**EXHIBIT E**  
**Preliminary Environment Layout**

**PureFlex Application and Database**  
**Environment Architecture**



- 1. Production** – This is the actual environment from which the system will run once it is deployed.
- 2. Pre-production** – This environment is shared by several project teams and is controlled by a separate team, typically a testing/QA group. Its purpose is to provide an environment that simulates the actual production environment as closely as possible and so to test application(s) in conjunction with other applications.
- 3. User Acceptance Environment** – The environment to deploy working software to use to demo to users and to provide to users for acceptance testing purposes.
- 4. Project integration and Common Build** – Each project team should have its own integration environment, often referred to as a build environment. Developers will promote their changed code to this environment, test it, and commit it to their teams configuration management system. The purpose of this environment is to combine and validate the work of the entire project team so it can be tested before being promoted into the User Acceptance Environment.
- 5. Development** – This is a working environment for individual developers, programming pairs, or individual feature teams. The purpose of this environment is for the developer/pair/team to work in seclusion from the rest of their project team, enabling them to make and validate changes without having to worry about adversely affecting the rest of their project team.

**EXHIBIT F**  
**Bill of Materials**



<b>Bill of Materials</b> <b>082114</b> <b>SIEMENS IBM</b>		<b>Date: 21-Aug-14</b>
<b>Customer:</b>  Riverside County	SIEMENS IBM	<b>From:</b> Logicalis 1920 Main Street Suite 650 Irvine, CA 92614 Main Voice: 949-748-6200 Main FAX: 248-232-5429 LogicalisOrders@us.logicalis.com

Line	Qty	Product Number	Description		
<b>PRODUCTION SITE</b>					
1	1	8721HC1	chassis		
2	2	8721HC1	chassis		
3	1	8721HC1	chassis		
4	1	8721HC1	chassis		
5	28	8737AC1	Flex System Node		
6	2	8737AC1	Flex System Node		
7	28	8737AC1	Flex System Node		
8	1	8731AC1	Flex System node FSM Base Model		
9	1	9363RC4	Rack		
10	1	9363RC4	Rack		
11	1	7953-94X	v7000 rack		
12	1	2076-124	V7000 1:IBM Storwize V7000 Disk Control Enclosure		
13	1	2076-224	V7000 1 Exp 1:IBM Storwize V7000 Disk Expansion Enclosure		
14	1	2076-224	V7000 1 Exp 2:IBM Storwize V7000 Disk Expansion Enclosure		
15	1	2076-224	V7000 1 Exp 3:IBM Storwize V7000 Disk Expansion Enclosure		
16	1	2076-224	V7000 1 Exp 4:IBM Storwize V7000 Disk Expansion Enclosure		
17	1	2076-224	V7000 1 Exp 5:IBM Storwize V7000 Disk Expansion Enclosure		
18	1	2076-224	V7000 1 Exp 6:IBM Storwize V7000 Disk Expansion Enclosure		
19	1	2076-224	V7000 1 Exp 7:IBM Storwize V7000 Disk Expansion Enclosure		
20	1	2076-224	V7000 1 Exp 8:IBM Storwize V7000 Disk Expansion Enclosure		
21	1	2076-224	V7000 1 Exp 9:IBM Storwize V7000 Disk Expansion Enclosure		
22	1	2076-124	V7000 2:IBM Storwize V7000 Disk Control Enclosure		
23	1	2076-224	V7000 2 Exp 1:IBM Storwize V7000 Disk Expansion Enclosure		

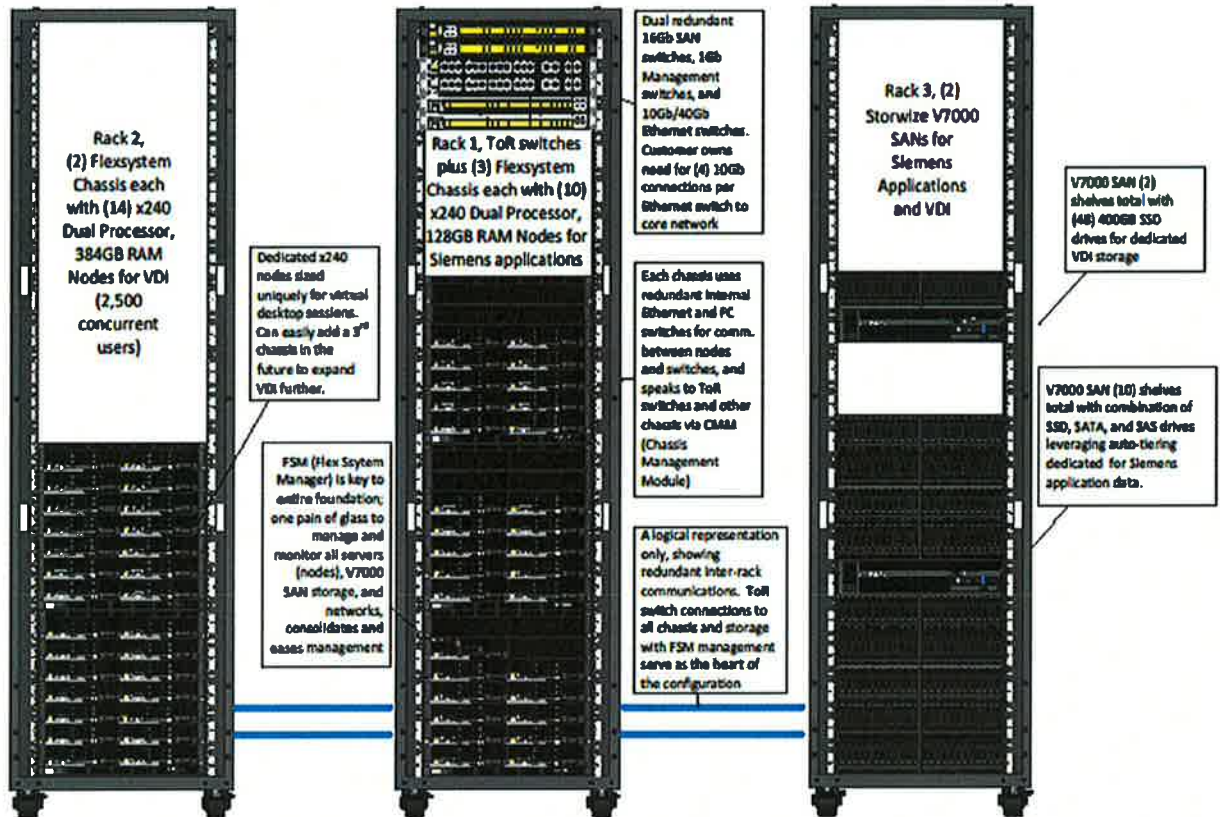




## EXHIBIT G System Rack Diagrams

Riverside County  
Information  
Technology  
Siemens/Logicalis/IBM  
Infrastructure RCIC Production  
Diagram  
6/21/2014 T. Lessick

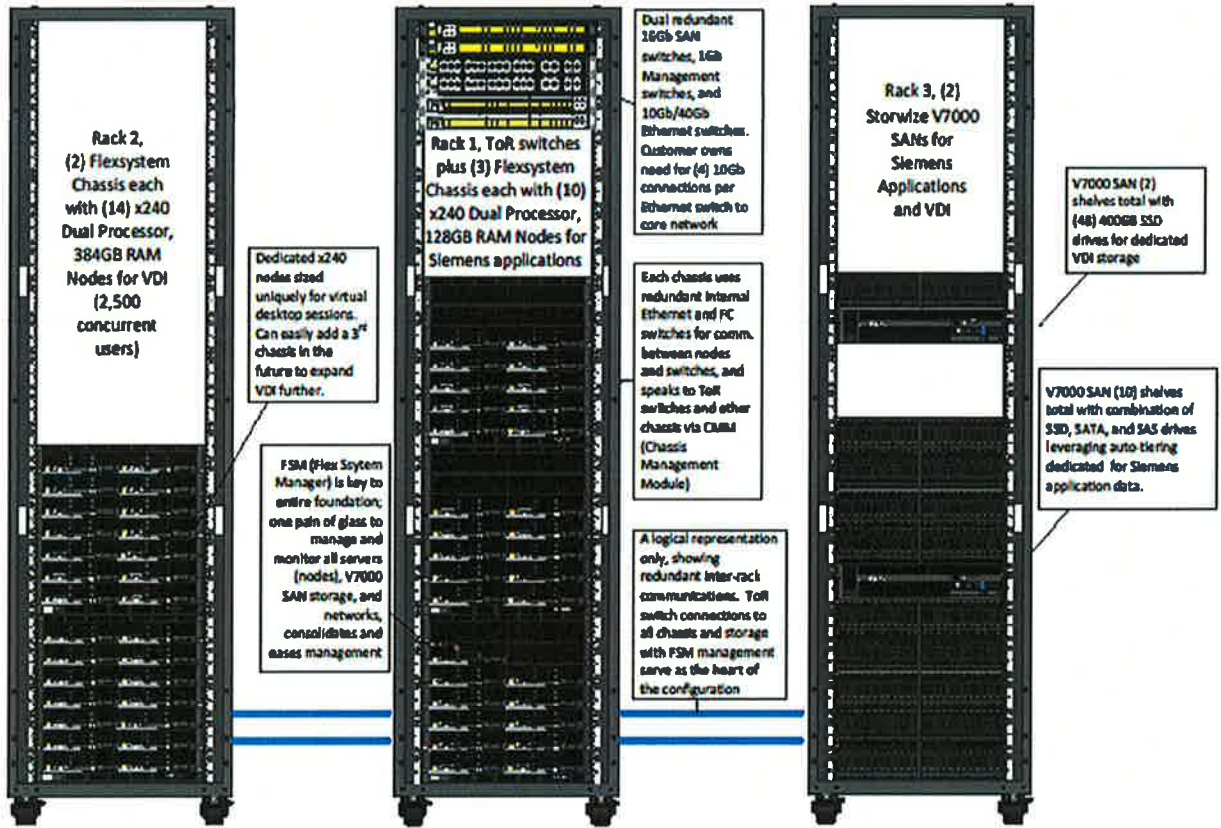
Rack 1 x240 nodes to be used for Soarian Clinical, NextGen, Novius Lab, Enterprise Document Management, syngo Workflow, OpenLink, Patient Identification Check, FSM and related VMs for the applications. Current site statistics result in sizing for ~14) x240 nodes being used for NextGen, ~10) x240 nodes for Soarian Clinicals and related modules, with the remaining ~6) x240 nodes being needed for surround applications, i.e. Lab, EDM, OpenLink, etc. Actual assignment of nodes determined during install.



**Production Site Rack Overview Diagram**

**Riverside County  
Information  
Technology**  
Siemens/Logicalis/IBM  
Infrastructure RC3 Production  
Diagram  
8/21/2014 T. Lessick

Rack 1 x240 nodes to be used for Soarian Clinical, NextGen, Novius Lab, Enterprise Document Management, syngo Workflow, OpenLink, Patient Identification Check, FSM and related VMs for the applications. Current site statistics result in sizing for ~14) x240 nodes being used for NextGen, ~10) x240 nodes for Soarian Clinicals and related modules, with the remaining ~6) x240 nodes being needed for surround applications, i.e. Lab, EDM, OpenLink, etc. Actual assignment of nodes determined during install.



**Production Site Rack Overview Diagram**

**Attachment I**  
HIPAA Business Associate Agreement  
Addendum to Contract  
Between the County of Riverside and \_\_\_\_\_

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the \_\_\_\_\_ (the "Underlying Agreement") between the County of Riverside ("County") and \_\_\_\_\_ ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
  - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
  - (c) Whether the PHI was actually acquired or viewed; and
  - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
  - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
  - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
  - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
  - D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
  - E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
  - F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
  - G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
  - H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
  - I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
  - J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
  - K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
  - L. "Required by law" has the meaning given such term in 45 CFR §164.103.
  - M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").

- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
  - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
  - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
    - a) The disclosure is required by law; or,
    - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
      - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
      - ii. Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
  - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.

- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - 1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
  - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
  - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
  - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
  - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
  - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:

- 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
  - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
  - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
1. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
  2. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  3. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  4. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  5. Ensure compliance with the Security Rule by Contractor's workforce;
  6. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  7. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  8. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
  8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).

- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
- a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
  - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
  - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
  - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
  - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
  - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
  - 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
    - 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
    - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
    - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
  - B. **Effect of Termination.**
    - 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
    - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
  - B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
  - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
  - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager  
County HIPAA Privacy Officer Address: P.O. Box 1569  
Riverside, CA 92502  
County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

----- **TO BE COMPLETED BY COUNTY PERSONNEL ONLY** -----

County Departmental Officer: Corinne Force  
County Departmental Officer Title: HIPAA Compliance Manager  
County Department Address: 3540 14th Street, 4th Floor, Riverside Ca 92501