

Agreement No.: _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND INNOVACER INC.

This Agreement is entered into this ____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "the County," and Innovaccer, Inc. hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, the County may contract with independent contractors for the furnishing of such services to or for the County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of consolidating data from disparate systems to give a patient view informed by patient interaction types allowing for better care coordination, better department-wide reporting, and better decision insight, as specified in this Agreement.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Definitions

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit	Title
A	Services
B	Payments and Rates
C	Performance Metrics
D	Special Terms
E	Corporate Compliance SMMC Code Of Conduct - Intentionally Omitted
F	Change Request Form
G	Intentionally skipped
H	HIPAA Business Associate Requirements
I	§ 504 Compliance – Intentionally Omitted
J	Intellectual Property Rights – Intentionally Omitted
K	Technical Inventory / List of Existing SMCH Systems
L	Vendor/Contractor Access Policy (Required for all IT related Agreements)

Table 1.1 – List of Exhibits

2. Definitions

Term	Definition										
Active Life	An individual who SMCH serves and whose data is loaded in Software in any given month. Each Division defines Active Lives per their own business rules as shown in the table below.										
	<table border="1"> <thead> <tr> <th>Division</th> <th>Business Rules</th> </tr> </thead> <tbody> <tr> <td>AAS (Aging & Adult Services)</td> <td>If a Patient/Client has a program that contains no end date, then the client is considered Active</td> </tr> <tr> <td>BHRS (Behavioral Health & Recovery Services)</td> <td>If a Patient/Client has an open episode within the last three years they are considered Active</td> </tr> <tr> <td>CHS (Correctional Health Services)</td> <td>Patients/Clients are considered Active if they have had contact within the last two years</td> </tr> <tr> <td>PHPP (Public Health, Policy & Planning)</td> <td>Patients/Clients are considered Active if they have had contact within the last three years</td> </tr> </tbody> </table>	Division	Business Rules	AAS (Aging & Adult Services)	If a Patient/Client has a program that contains no end date, then the client is considered Active	BHRS (Behavioral Health & Recovery Services)	If a Patient/Client has an open episode within the last three years they are considered Active	CHS (Correctional Health Services)	Patients/Clients are considered Active if they have had contact within the last two years	PHPP (Public Health, Policy & Planning)	Patients/Clients are considered Active if they have had contact within the last three years
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PHPP (Public Health, Policy & Planning)	Patients/Clients are considered Active if they have had contact within the last three years										

Term	Definition	
	SMMC (San Mateo Medical Center)	Patients/Clients are considered Active if they have had contact within the last three years
	<p>For each Division, a Patient/Client who is not defined as Active, is therefore defined as a Legacy Life.</p> <p>NOTE: If a patient/client is Active in any Division of San Mateo County Health (SMCH), they are Active in the Contractor's Data Activation Platform (DAP). If a patient/client is Active in one Division and Legacy in another Division, County will be able to report on both statuses.</p>	
Agreement	This Agreement together with all exhibits appended hereto.	
Analytics	Any information relating to County's and Users' usage of the Software and Services, for example, number of Users, usage levels, nature and type of application usage, transactions processed, configurations, and reports processed using the Software and Services.	
Base Person Count	County's use of Contractor tools and services are based on a specific number of Patients/Clients, which is called the Base Person Count. As the number of Active and Legacy Patients/Clients changes from the previous Base Person Count, Contractor notifies County quarterly, and that increased number becomes the new Base Person Count. The original Base Person Count equals the Minimum Commitment and in no event will the Base Person Count go below the Minimum Commitment.	
Business Intelligence (BI)	The BI Team within the Health IT Division that is responsible for data and interoperability – and is the team that sponsors and works with Contractor	
Confidential Information	Information belonging to the Disclosing Party or its affiliates, in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential."	
Contractor Materials	The Software, Third Party Materials, related specifications and documentation, Contractor's Confidential Information, and any and all other proprietary documents, materials, devices, methods, processes, hardware, software and other technologies and inventions, technical or functional descriptions, requirements, plans or reports of Contractor, created, developed or authored by Contractor or its licensees, that are provided to the County or Users in connection with the Software or the Services. Contractor Materials also include the information technology infrastructure used by or on behalf of Contractor in performing the Services or providing the Software, including all computers, software, hardware, databases, electronic systems, and networks, whether operated directly by Contractor or through the use of third-party services.	
County Systems	The County's or any third-party information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems, EMR/EHR etc.) and networks, whether operated directly by the County or by a third party.	
Data	All data or information inputs and/or stored in the Software by Users or any data provided by the County to Contractor to be processed by Contractor through Software.	
Data Gap Removal (DGR)	A process as part of data integration to review the incoming data and highlight potential gaps in data.	
Disclosing Party	The party disclosing or making available Confidential Information to the other party.	
Division	<p>The fourteen Divisions within SMCH include:</p> <ul style="list-style-type: none"> • AAS – Aging & Adult Services (public-facing) • Admin – SMCH Administration (internal support) • BHRS – Behavioral Health & Recovery Services (public-facing) • CHS – Correctional Health Services (public-facing) • Communications – SMCH Public Communications (internal support) • EHS – Environmental Health Services (public-facing) • EMS – Emergency Medical Services (public-facing) • FHS – Family Health Services (public-facing) • Finance – SMCH Finance (internal support) • HCU – Health Coverage Unit (public-facing) • HIT – Health Information Technology (internal support) • LEAP – LEAP Institute (internal support) 	

Term	Definition
	<ul style="list-style-type: none"> • PHPP – Public Health, Policy & Planning (public-facing) • SMMC – San Mateo Medical Center (public-facing)
Error	A failure of the Software to conform to the documentation, resulting in the inability to use, or material restriction in the use of the Software.
Findhelp	The d/b/a of Aunt Bertha (a Public Benefit Corporation), Contractor's vendor from whom Contractor will procure the Findhelp Data for the County and whose services Contractor will sub-license to the County under this Agreement in case the County opts to take such services as set forth in Exhibit A.
Findhelp Data	The enterprise community based organization data as normally found in the Findhelp system in the form and format that Findhelp maintains such data.
Force Majeure Event	Any cause or event that is beyond the reasonable control of a party, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes (other than those limited to the affected party).
Integrated Data Lake	An unstructured repository of unprocessed data, stored without organization or hierarchy.
IP Rights	All right, title, and/or interest in and to any intellectual property used in relation to the Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any product or services provided under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets.
Legacy Life	<ul style="list-style-type: none"> • For each Division, a Patient/Client who is not defined as Active is therefore defined as a Legacy Life. • Legacy Patient/Client Retention will be governed by the current SMCH Records Retention and Destruction Policy (A-35). • NOTE: If a Patient/Client is Active in any Division of SMCH, they are Active in the Contractor's Data Activation Platform (DAP). If a Patient/Client is Active in one Division and Legacy in another Division, County will be able to report on both statuses.
Maintenance Release	A revision of the Software released by Contractor to its customers generally, to correct Errors in the Software or to maintain the operation of the Software in accordance with the documentation.
Minimum Commitment	The County's commitment for a minimum payment is 165,000 Active Patient/Client or 500,000 Legacy Patient/Client throughout the term of the Agreement even if the actual number of Patient/Client being loaded/integrated in the Software is less than 165,000 Active Patient/Client or 500,000 Legacy Patient/Client.
Output	Any reports or output generated by the Software based on processing of Data, including derivative works thereof.
Patient / Client	An individual who has received services from SMCH and may be identified as Patient, Client, etc, depending on the Division providing care.
Per Member Per Month (PMPM)	Applies to a revenue or cost for each enrolled member each month. The number of units of something divided by member months. Often used to describe premiums or capitated payments to providers but can also refer to the revenue or cost for each enrolled member each month. Many calculations, other than cost or premium, use PMPM as a descriptor.
Receiving Party	The party receiving Confidential Information from the Disclosing Party.
Representatives	A Party's and its affiliates' employees, officers, directors, contractors and agents
Services	The services that Contractor will perform for the County as specified in Exhibit A, including maintenance, training, configuration, data extraction, data feed integration, support and hosting.
Software	Contractor's proprietary software, platform, portal, dashboard or applications (including web app, desktop app and mobile app) and any computer program or module related thereto, including all documentation, new versions, updates, enhancements, customizations, upgrades, revisions, improvements and modifications of the foregoing that Contractor provides to the County under this Agreement – whether the foregoing is developed, created, originated before or after the Effective Date (including developments and creations made under the Agreement).
Third Party Materials	Materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment or components of or relating to the software that are not proprietary to Contractor.

Term	Definition
True-Up Adjustment	The True-Up Adjustment is equal to the count of current Patients/Clients minus the Base Person Count.
Users	The employees and workforce members of the County who would need access to the Software. User will not include any third parties without prior written approval of Contractor.
Vendor Contract	The contract or agreement between Contractor and FindHelp

Table 2.1 – Definitions

3. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor will perform services for the County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A. The County agrees that, unless otherwise mutually agreed between the parties in writing, Contractor will be hosting Data on servers in the United States provided by Contractor's hosting/cloud services provider; provided, however, the Contractor may access, use and process Data from outside the United States through a secure VPN/Citrix connection.

Contractor will not be responsible or liable for any delay or failure of performance caused in whole or in part by the County's delay in performing, or failure to: (a) perform, any of its obligations under this Agreement; or (b) providing any access to data or materials required by Contractor to perform its obligations hereunder.

4. Payments

In consideration of the Services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, the County will make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment of the Fees for any quarter of a calendar year, if Contractor fails to meet the "Deliverables / Results" and timelines specified in Section A.6.2 under Exhibit A. In no event will the County's total fiscal obligation under this Agreement exceed **ELEVEN MILLION SIX HUNDRED NINETY-TWO THOUSAND SIX HUNDRED FIFTY-THREE DOLLARS (\$11,692,653)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor payment schedule stated in Exhibit B. All invoices will be verified and approved in accordance with the payment schedule and payment terms stated in Exhibit B by the Director of Business Intelligence. Invoices must be sent to: HS_HIT_AccountsPayable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

5. Term

Subject to compliance with all terms and conditions, the term of this Agreement will be from May 07, 2024, through May 06, 2027.

6. Termination

This Agreement may be terminated by Contractor or by the County at any time without a requirement of good cause upon one hundred and eighty (180) days' advance written notice to the other party. Subject to availability of funding, Contractor will be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment will be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

The County may terminate this Agreement, or a portion of the services referenced in the Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of funding.

The County may terminate this Agreement for cause. In order to terminate for cause, the County must first give Contractor notice of the alleged material breach. Contractor will have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged

breach. If Contractor fails to cure the material breach within this period, the County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that the County provides notice of an alleged material breach pursuant to this section, the County may, in extreme circumstances, immediately suspend performance of Services and payment under this Agreement pending the resolution of the process described in this paragraph. The County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and the County will use reasonable judgment in making that determination.

Upon termination of this Agreement, each party will promptly return, or at the other party's request, destroy (and provide confirmation of such destruction signed by a legal officer), all Confidential Information of the other party, including, without limitation, Contractor Materials and Data. Section 4 – Payments and Section 27 – Non-Disclosure will survive the expiration or termination of this Agreement.

7. Contract Materials

7.1. Contractor Materials

All right, title and interest in and to the Software, deliverables (if any) and Contractor Materials, Analytics, any changes, corrections, bug fixes, enhancements, customizations, updates and other modifications thereto including all intellectual property rights therein, are and will remain with Contractor and its respective licensors. The County has no right, license or authorization with respect to any of the Software or Contractor Materials except as expressly set forth in Section D.1 of Exhibit D.

The County hereby unconditionally and irrevocably grants to Contractor an unrestricted license to use any feedback or suggestions (excluding any Data included therein) given to Contractor, or other ideas for enhancement and recommendations provided by the County to Contractor, including all intellectual property rights relating thereto.

7.2. County Materials

As between the County and Contractor, the County is and will remain the sole and exclusive owner of all right, title and interest in and to all Data (and any derivatives thereof) and County Systems, including all intellectual property rights relating thereto, subject to the rights and permissions granted to Contractor hereunder. Subject to the terms and conditions of the Agreement, the County hereby grants Contractor a limited, non-transferable, non-exclusive, royalty-free license during the Term to use, reproduce, electronically distribute, transmit, have transmitted, perform, display, store, archive, and make derivative works of the Data and County Systems solely in order to provide the Software and the Services to the County.

7.3. Works for Hire

The County will own all right, title and interest in any Output generated or created under this Agreement. Such Output will be deemed as "work made for hire" and Contractor will assign all right, title and interest in and to such Output to the County, provided however that Contractor shall continue to own any Contractor Materials incorporated in the Output. Contractor hereby grants to the County a royalty-free, non-exclusive, nontransferable license to use such Contractor Materials solely in connection with the County's use of the Output, and provided no portion of the Contractor Materials shall be unbundled or separated or used as a stand-alone product or development tool. Except for Output, Contractor will retain all right, title interest in any materials, features, functionalities, dashboards, deliverables, etc., created or developed under the Agreement at all times and such materials will not be deemed a "work made for hire" as such term is defined under Section 101 of the U.S. Copyright Act. If for any reason such materials are determined to be a "work made for hire" under U.S. law or the law of any other jurisdiction, the County hereby irrevocably assigns to Contractor all of County's right, title and interest in and to all copyrights in such materials.

8. Relationship of Parties

Contractor agrees and understands that the work/Services performed under this Agreement are performed as an independent contractor and not as an employee of the County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

9. Hold Harmless; Limitation of Liability

9.1. General Hold Harmless

Contractor will indemnify and save harmless the County and its officers, agents, employees, and servants from all third-party claims, suits, or actions of every name, kind, and description resulting from any of the following:

(A) the Contractor's performance of Services required of Contractor under this Agreement; or (B) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.

The County will defend, indemnify and save harmless Contractor and/or its affiliates, employees, officers, directors, agents and subcontractors from any actions, claims, losses, damages, expenses (including reasonable attorney fees) or liabilities caused by the County's access, use, storage or processing of the County's Data or Systems or the County's actions regarding its use of its own materials or information (including any documents, data, specifications, software, content or technology).

The duty of each party to indemnify and save harmless the other party as set forth by this Section will include the duty to defend as set forth in Section 2778 of the California Civil Code.

9.2. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the Software or Services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the Software it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor will defend, indemnify, and hold harmless the County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the Software provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) the County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) the County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor will not have the right to settle any criminal action, suit, or proceeding without the County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section will not impose any financial or other obligation on the County, impair any right of the County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of the County without the County's prior written consent, not to be unreasonably withheld); and (d) should Software under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes the County's reasonable use of the Software under this Agreement to be seriously endangered or disrupted, Contractor will, at Contractor's option and expense, either: (i) procure for the County the right to continue using the Software without infringement or (ii) replace or modify the Software so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to the County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the Services or Contractor Materials under this Agreement which have been modified by or for the County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the Services or Contractor Materials under this Agreement which have been used by the County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section will include the duty to defend as set forth in Section 2778 of the California Civil Code.

9.3. Limitation of Liability

9.3.1. Exclusion of certain damages

In no event will Contractor be liable under or in connection with this Agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and otherwise, for any: (a) loss of production, use, business, revenue or profit or diminution in value or (b) consequential, incidental, indirect, exemplary, special, enhanced or punitive damages, regardless of whether such persons were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

9.3.2. Cap on monetary liability

In no event will the aggregate liability of Contractor under or in connection with this Agreement or its subject matter, under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and otherwise, exceed two times the fees paid or payable by the County under this Agreement in the twelve-month period prior to the event giving rise to liability. The County acknowledges that the amounts payable hereunder are based in part on these limitations. The parties agree that these limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

9.3.3. Exclusions

Section 9.3.1 and Section 9.3.2 will not apply with respect to Contractor's (i) indemnification obligations under Section 9.2 of this Agreement, or (ii) gross negligence or willful misconduct; provided, however, that the aggregate liability of Contractor for breach of privacy, data security or breach of HIPAA (including the indemnification obligations for non-compliance with HIPAA under Section 9.1(B)) under this Agreement or under the Business Associate Agreement will not exceed USD twenty-five million (\$25,000,000).

10. Assignability and Subcontracting

Contractor will not assign this Agreement or any portion of it to a third party. Upon receipt of the County's prior written consent, which will not be unreasonably withheld, Contractor may subcontract with a third party to provide Services required by Contractor under this Agreement. Notwithstanding the foregoing, the County hereby consents to permit Contractor to use its wholly-owned subsidiary in India (which is Innovaccer Analytics Pvt. Ltd.) and cloud service providers (which are Snowflake, Microsoft Azure or AWS) to fulfill its obligations under this Agreement. However, under no circumstances will such subcontract operate to absolve or relieve Contractor from the indemnities, representations, and warranties contained in this Agreement. Any assignment by Contractor without the County's prior written consent will give the County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

11. Insurance

11.1. General Requirements

Contractor will not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by the County's Risk Management, and Contractor will use diligence to obtain such insurance and to obtain such approval. Contractor will furnish the County with certificates of insurance evidencing the required coverage, and there will be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Contractor will provide prompt notice, in writing, to the County of any change in the limits of liability or of any cancellation or material modification of the policy.

11.2. Workers' Compensation and Employer's Liability Insurance

Contractor will have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

11.3. Liability Insurance

Contractor will take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as will protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance will not be less than the amounts specified below:

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| a. Comprehensive General Liability (combined single limit bodily injury and property damage for each occurrence and will not be less than the amount specified herein)... | \$1,000,000 |
| b. Intentionally Omitted: Motor Vehicle Liability Insurance... | |
| c. Professional Liability... | \$1,000,000 |
| d. Cyber Liability... | \$5,000,000 |

The County and its officers, agents, employees, and servants will be named as additional insured on any such policies of insurance, which will also contain a provision that (a) the insurance afforded thereby to the County and its officers, agents, employees, and servants will be primary insurance to the full limits stated above and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance will be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, , notwithstanding any other provision of this Agreement to the contrary, it will be considered a breach of this Agreement and the County may suspend all further work and payment pursuant to this Agreement until such breach is cured by Contractor.

12. Compliance with Laws

All Services to be performed by Contractor pursuant to this Agreement will be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Exhibit H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and

activities receiving any Federal or County financial assistance, to the extent the foregoing regulations and ordinances are applicable to the Contractor. Such Services will also be performed in accordance with all applicable ordinances and regulations, including but not limited to provisions pertaining to confidentiality of records. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. Non-Discrimination and Other Requirements

13.1. General Non-discrimination

No person will be denied any Services provided pursuant to this Agreement (except as limited by the scope of Services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

13.2. Equal Employment Opportunity

Contractor will ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies will be made available to the County upon request.

13.3. Section 504 of the Rehabilitation Act of 1973

To the extent applicable, Contractor will comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability will, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any Services this Agreement. This Section applies only to contractors who are providing Services to members of the public under this Agreement.

13.4. Compliance with the County's Equal Benefits Ordinance

To the extent applicable, Contractor will comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

13.5. Intentionally Omitted - Discrimination Against Individuals with Disabilities

13.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor will provide the County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section will constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

13.7. Reporting

Contractor will report to the County Executive Officer the findings of a court of law related to any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws".

13.8. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract will fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

14. Compliance with Jury Service

Contractor will comply with applicable law relating to the payment for jury service.

15. Retention of Records; Right to Monitor and Audit

- a. Upon written request of the Secretary of Health and Human Services, the Comptroller General, or County, or any of their duly authorized representatives, Contractor shall make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Contractor carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the Social Security Act's requirements pertaining to "reasonable costs" set forth in 42 U.S.C. Section 1395x(v)(1)(I) and related regulations. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by County, Contractor, or any Contractor's representative by virtue of this Agreement.
- b. To the extent applicable, Contractor will comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by the County.
- c. Contractor agrees upon reasonable notice of not less than 30 days, to provide to the County, to any Federal or State department having monitoring or review authority, to the County's authorized representative, and/or to any of their respective audit agencies, subject to the confidentiality requirements under this Agreement, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of Services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit to this Agreement, the provisions of the Exhibit will prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments will be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement will be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement will be venued either

in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement will be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Thomas Collins / Director, Portfolio and Program Management
County of San Mateo / County Health / Health Information Division
Address: 801 Gateway, 2nd Floor (HLT416), South San Francisco, CA 94080
Copy to: County of San Mateo
County Attorney's Office
Redwood City, CA 94063
FAX: 650-636-4034

In the case of Contractor, to:

Name/Title: Innovaccer Inc.
Attn: Legal Department
Address: 101 Mission Street, Suite 1950 San Francisco, CA 94105
Email: innovaccer.legal@innovaccer.com

19. Electronic Signature

Both the County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and the County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. Payment of Permits/Licenses (Intentionally Omitted)

21. Warranty

This Software is subject to a warranty. Contractor warrants to County that the Software will perform according to the Software's documentation at the time of the implementation and that, to the best of Contractor's knowledge, County's use of this Software according to the documentation is not an infringement of any third party's intellectual property rights. If the Software is subsequently upgraded, repaired or otherwise changed by Contractor, Contractor warrants to County that the Software will continue to perform according to its original documentation as well as according to updated documentation to the extent new features are added. TO THE EXTENT PERMITTED BY LAW, THE ABOVE-STATED WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE AND EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT, ALL SOFTWARE, SERVICES AND CONTRACTOR MATERIALS ARE PROVIDED "AS IS". WITHOUT LIMITING THE FOREGOING, CONTRACTOR MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR CONTRACTOR MATERIALS OR RESULTS OF THE USE THEREOF, WILL MEET COUNTY'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS. No agent of Contractor is authorized to make any other warranties or to modify this warranty, unless agreed by the parties in an amendment signed by the authorized signatories of both parties. County is required to inform Contractor of any potential breach of this warranty within one year of identifying any performance defect in

the Software that contradicts the expected performance as outlined in the original and/or updated documentation. County will document any such potential breach of warranty by utilizing the Support procedures outlined in the Exhibit C of this agreement. In the event of a breach of this warranty, County's remedies will be to have Contractor correct the non-conformance within a reasonable time, failing which if County agrees that the Software's functionality is still partially acceptable despite the area related to the breach of warranty, Contractor will provide a refund for the amount the parties reasonably attribute to the partial breach of warranty; if the Software is materially in breach of warranty and Contractor is unable to cure such breach, Contractor will issue a full refund, of amounts already paid in relation to which the Software was non-functional; and/or any other remedy available at law.

22. Disentanglement

Contractor will cooperate with the County and the County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor will cooperate with the County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of Services or the County's activities in accordance with the details of such transition Services mutually agreed between the parties in writing; provided, however, that the County will pay Contractor, at the Contractor's then-applicable rates, for all additional services performed in connection with such cooperation. Contractor will deliver to the County or its designee, at the County's request, all documentation and data related to the County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor will destroy all copies thereof still in Contractor's possession, at no charge to the County. Such data delivery will be in an electronic format to facilitate archiving or loading into a replacement application. The County and Contractor will mutually agree to the specific electronic format.

Upon any termination of the Agreement, regardless of the nature or timing of the termination, County will have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates and the Agreement will continue to govern, provided, however, that the annual support and maintenance fee will be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee will remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

23. Disaster and Emergency Response Plan

Contractor will develop and maintain a Disaster and Emergency Response Plan ("Emergency Plan") that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-specific emergency response plan(s) for each of the sites at which Contractor provides Services pursuant to this Agreement ("Site Plans"). The Emergency Plan and associated Site Plans will address Contractor preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency ("Emergency Response") and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency ("Continuity of Operations").

Contractor will submit the Emergency Plan to the County within thirty (30) days after the beginning of the Term of the Agreement and the Emergency Plan will be subject to the reasonable approval of the County. Contractor will respond reasonably promptly to any comments or requests for revisions that the County provides to Contractor regarding the Emergency Plan. Contractor will update the Emergency Plan and associated Site Plans as circumstances warrant and will provide County with copies of such updated plans. Contractor will train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that Contractor projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the Contractor projects it would incur for such additional staff, supplies and services. Contractor will recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the Contractor is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in

good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

Contractor will reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, Contractor and its employees will be expected to perform Services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. Contractor will ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

24. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

A. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.

B. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.

C. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

D. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.

E. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.

F. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be

allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.

G. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.

H. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

25. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

26. Force Majeure

Except for payment obligations, if either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to causes beyond the reasonable control of the party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes (other than those limited to the affected party) (each, a "Force Majeure Event"), such party's performance will be excused and the time for performance will be extended accordingly provided that the party affected immediately notifies the other party and immediately takes all reasonably necessary steps to resume full performance.

27. Non-Disclosure

In connection with this Agreement, each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). "Confidential Information" means information belonging to the Disclosing Party or its affiliates, in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential".

Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or

disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

The Receiving Party agrees that it (i) will use and reproduce the Confidential Information of the Disclosing Party only for purposes of exercising its rights and performing its obligations under this Agreement and only to the extent necessary for such purposes, (ii) will restrict disclosure of such Confidential Information to the Receiving Party's and its affiliates', employees, consultants, or advisors who have a bona fide need to know for such purposes, and (iii) will not disclose such Confidential Information to any third party without the prior written approval of the Disclosing Party. The foregoing obligations will be satisfied by the Receiving Party through the exercise of at least the same degree of care used to restrict disclosure and use of its own information of like importance, but not less than reasonable care. All third parties to whom the Receiving Party discloses Confidential Information must be bound in writing by obligations of confidentiality and non-use at least as protective of such information as this Agreement. Notwithstanding the foregoing, it will not be a breach of this Agreement for the Receiving Party to disclose Confidential Information if compelled to do so under law, including but not limited to response to requests for public records, or judicial or other governmental investigation or proceedings. If disclosure is required by law, the Receiving Party will provide the Disclosing Party prior notice and reasonable administrative assistance to permit the Disclosing Party a reasonable opportunity to object to and/or limit the judicial or governmental requirement to disclosure.

28. Additional Terms in Relation to Specific Services Under Exhibit A

28.1. InNote Risk Adjustment

The County agrees that Contractor's Software and applications are provided for informational purposes only and Contractor makes no representation whatsoever as to the appropriate plan of care, selection of treatment for any individual, or the presence or non-presence of a given condition or corresponding diagnostic code as this is exclusively within the professional judgment of the individual's treating clinician. Contractor expressly makes no representation, statement, promise, or guarantee that the potential codes identified by the application are appropriate for any given individual or will be appropriate for risk adjustment submission, coverage or payment by any health plan or government or state program. As with all claims for reimbursement, the selection of codes remains the sole responsibility of healthcare providers, and the County is strongly encouraged to consult current and authoritative coding publications, individual plan and government policies, manuals, and newsletters, and to speak with their third-party payers as needed with specific questions about coverage, coding, and payment policies. Third-party reimbursement for health care items and services is affected by numerous factors, and this document does not address all of the laws, rules, or policies that are associated with coverage or payment for services.

* * * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures.

For Contractor: INNOVACCER INC.

DocuSigned by: <u>SANDEEP GUPTA</u> A16918E5EC054E3	March 26, 2024	SANDEEP GUPTA COO
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

A. Exhibit A - Scope of Services

In consideration of the payments set forth in Exhibit B, Contractor will provide:

- A.1 Core Tools (Data Activation Platform, Patient 360, InGraph)
- A.2 Option 1 - InCare
- A.3 Option 2 - InNote
- A.4 Option 3 - Legacy Lives (DAP + P360)
- A.5 Implementation Process
- A.6 Implementation Plan

In addition to the Core Tools (Data Activation Platform, Patient 360, and InGraph), the County may request Contractor to provide subscription to the optional applications at a later date during the term of this Agreement by providing written notice to Contractor and Contractor's obligations regarding these applications shall start once Contractor accepts the County's request in writing.

For the Core Tools (Data Activation Platform, Patient 360, and InGraph), these high-level processes are detailed in this exhibit.

1. Cloud Hosting setup and deployment for data integration
 - Clinical data
 - Claims data for managed / at-risk lives
 - Standardization and normalization of extracted data
 - Data quality assessment
2. Set up, configuration, and deployment of Contractor's applications.
 - For the Core Tools
 - Data quality reports for all ingested data
 - Dashboards configured as discussed in the due diligence phase
 - Setup InGraph
 - If the County opts to subscribe to Option 1 - Care & Case Management (InCare), setup InCare with automated work queues, customizable care protocol, and the ability to create ad-hoc tasks
 - If the County opts to subscribe to Option 2 - Provider Engagement (InNote), setup InNote to display alerts based on data within the DAP, such as ED utilization, care, and coding gaps.
3. Setup Single Sign On
4. Do-it-yourself user management and role-based access (ACL) portal for administrators
5. Training through Innovacer University, Learning Management System (LMS) that includes videos, PowerPoint presentations, and quizzes.
6. Post-deployment maintenance and support as specified under the Agreement and this Exhibit, to monitor connections to data sources.

A.1 Core Tools - Data Activation Platform, Patient 360 & InGraph

Data Activation Platform (DAP) will be available for the County, including the following:

Platform Capabilities	Components
Data Acquisition Mgmt	DEM (Data Extraction Manager), API Pipeline
Data Standardization	EMPI's for unique patient IDs, Parsers, Data pipelines, Templates, Data quality utilities
Platform Security Mgmt	User Accesses Mgmt, Auth Mgmt

Platform Capabilities	Components
Platform Mgmt	Tenant Mgmt, License Mgmt
Platform Cloud Hosting Mgmt	Storage, Network, etc
API Lifecycle Mgmt	Contractor's API Framework, API Endpoint
Metadata services Mgmt	Registry Builder
App Component Mgmt	Chat, Workflow, Notification

Table A.1 – Platform Capabilities & Components

A.1.1 DAP Overview

The table below identifies the data sources, file formats, and exchange standards that DAP includes.

DAP Inclusions	Description
Data Sources	Electronic Health Records, Claims and Billing Files, Practice Management Systems, ADT Feeds, Financial Systems, Labs and Pharmacy
Data Transport Mechanisms	SFTP, HTTPS, VPN, IHE XDS.b, IHE XDR, Manual Uploads, RESTful API
Data Systems Supported	SQL Databases: MySQL, MS-SQL, OracleDB Database NoSQL Databases: Postgres Firebird Server, MS Access, DB2 Server
File Formats Supported	Delimited Files, DBF, XLS Nested Documents: XML, JSON - Via API, PDF, CCLF
Data Exchange Standards	HL7 2.X, FHIR, C-CDA Documents, X12N 837, X12N 835

Table A.1.1 – DAP Inclusions

DAP follows a productized approach for data extraction, aggregation, normalization, standardization, and export of data. This section details the process of how different components of the DAP Module generates the desired output though:

- DEM for data extraction
- Data Quality Tool for data quality assessment
- DAP Pipelines for data transformation
- DAP's integrated data lake for data storage
- Library of pre-built APIs for data export
- EMPI for unique patient IDs

A.1.2 Data Extraction

DEM (Data Extraction Manager), a lightweight windows application, is installed on the customer site, aiming to connect securely with source systems. Modes of data extraction include, via Database, File Systems (C-CDA, flat files, CCD, etc.), HL7 (TCP/IP) interface, or through API access. Raw data extracted by DEM Client is stored in HDFS, from where it is pushed through the **Data Quality Assessment Tool (DQT)** tool.

A.1.3 Data Quality Check

Ingested data is run through DAP's DQT to identify gaps and errors in the ingested data and generates data reports that contain a detailed quality report of identified datasets, including missing and duplicate values and deviations from coding standards for ~62 data-fields like clinical, demographic, and financial codes.

A.1.4 Data Transformation

Post data quality check, raw data undergoes transformation in **DAP pipelines**. DAP pipelines govern the flow of data from one end to another, and required standardizations, modifications, and other operations are performed to organize data. Processed and clean data is mapped to DAP's master schema and stored in the **Integrated Data Lake**.

A.1.5 Data Levels

DAP synchronizes data across five models, each optimized for different usage scenarios

Contractor's DAP establishes a unified data model inclusive of the clinical, financial, and operational data that drive healthcare for all stakeholders, including providers, payers, employers, life sciences, and patients. The data levels are detailed in the following table.

Level	Data Level	Details
0	Raw	This level is the storage of the raw data as received from source systems before any processing and interpretation. This may include flat files, XML, JSON, database extracts, or standard-based documents such as HL7, CDA, or X12. This original data is always available to diagnose any issues and enable reprocessing as issues are resolved.
1	Typed & Coded	This level is the raw data after it is being parsed and codified. It is stored in a simple and clean data structure without sophisticated relational database features such as joins or transformations. The data at this level is typed and coded and ready to be processed into the downstream structures, which are leveraged for application and analytics.
2	Unified Data Model	This level is a population-level representation of data, cleansed and fully linked in an optimized relational model. The patient information is aggregated into a single record containing multiple sources of information through Enterprise Master Patient Index (EMPI) functionality and curated to remove redundancies and establish a single best record. The data at this level is leveraged for application functionality and as the source for the downstream processing.
3	Measures	This level leverages Contractor's intelligent algorithms to enrich the data in Level 2 with insights. This includes each patient's disposition towards quality measures (numerator, denominator, exclusions) and risk profiles. The data at this level is used by analytical dashboards and application functionality.
4	FHIR	This level represents the population-level data in a graphical structure, optimized for high performance FHIR APIs. It is used to construct applications and deploy SMART on FHIR apps on the platform.
5	Analytics	This level aggregates and summarizes the data from Levels 2, 3, and 4 into a data cubes structure optimized for Analytics and Visualizations. It is used as the back-end of visualization tools such as PowerBI and Tableau.

Table A.1.5 – DAP Inclusions

A.1.6 Data Quality Dashboard

The Data Quality Dashboard is designed around the central idea of giving customers an overview of their data as it flows and gets processed through Contractor's data model (across L0 through L5).

The dashboard provides insights from a data quality perspective using computed key performance indicators like completeness, timeliness, accuracy etc. and presenting consolidated outcomes of various test scenarios. This gives users the power to analyze and focus on closing data gaps and inconsistencies.

It facilitates data quality analysis against a backdrop of key metrics like Cost, Member/Patient/Client Months, Risk Recapture Rate etc. and provides users a comprehensive understanding of their organization.

The dashboard has 4 main processes, each of which identifies a specific part of data's journey within the model, as shown in the following table.

Level	Process	Description
L0 - L1	Ingestion	Presents an overview of the ingestion of flat files from L0 data bucket to L1.
L1 - L2	Transformation	Initial level transformations, calculations, and outcomes of a plethora of test cases that are run on Contractor's unified data model and are presented using tabs and drill downs.
L2 - L3	Analytics	This tab is divided into 4 sub tabs: the Summary tab empowers users to view and compare key metrics from their data at a glance. While cost, quality and risk being the three pillars of any healthcare operation, each has a separate tab.
L3 - L5	Accuracy	Dashboard level transformations, calculations, and outcomes of test cases that are run on L5 layer (the BI data model layer) are presented using tabs and drill downs to give users an eagle's eye view.

Table A.1.6 – Data Process Levels

A.1.7 Key Performance Indicators

KPI	Description
DQ Score	Indicates overall normalized performance over attributes like completeness, timeliness, accuracy etc. It is step graded into easy-to-understand adjectives.
Completeness	Shows percentage of files that have been successfully ingested from L0 bucket to L1 schema. Accompanied by indicators showing number of files in L0, L1 and the ones missing in L1.
Timeliness	Shows the numbers of days taken for a file to get ingested from L0 to L1 or from L1 to L2. It shows the difference between the date of arrival of file in source stage and its ingestion date in destination stage. Lesser value of this KPI is better.
Accuracy	Indicates the percentage of files that have been ingested with full accuracy, i.e. number of rows inside a file in L1 matching completely with their L0 counterparts without inconsistencies. All of the above three KPIs are relevant for both L0 to L1 and L1 to L2 tabs, operating on the same logic at both the places.
Total Data Quality	Gives an overview of the quality of ingested data by showing percentage of passed test cases out of all the applicable ones.
Completeness (Fill Rate) Score	On the L1-L2 test cases page, this metric shows the percentage of completeness test cases that were passed successfully out of all the applicable test cases on each column being transformed.
Semantics Score	Semantic checks deal with the range of values that a particular column can be populated with, given the requirements and limitations of the data model, eg: Gender column should not have values other than M, F, OTH etc. This score shows performance of data over semantic test cases of various types.
Consistency Score	This metric shows the percentage of consistency test cases that were passed successfully. Data consistency score indicates whether primary and foreign keys are mapping correctly and the structure of data relationships is maintained. Example of a consistency check could be one value of a unique identifier of patients mapping to only one patient present in the data.
Plausibility Score	Shows the performance over test cases pertaining to logical integrity of data. For example, the date of enrollment for a patient cannot be less than their date of birth, so on and so forth.

Table A.1.7 – Key Performance Indicators

A.1.8 DAP Essentials (INO-DAP-Essentials)

Features	Description
EMPI	DAP's EMPI engine helps in uniquely identifying Patients/Clients across disparate healthcare IT systems, which is imperative for any downstream applications. DAP employs Contractor's Proprietary Bayesian based flexible matching algorithm.
EMPI Merge and Split	Capability to identify patient records and merge/split them to de-duplicate patient data
Standard Analytics Platform	A platform that has pre-built libraries for healthcare analytics that are accessible to every tenant, and are easy to execute. The platform lets users choose from a myriad of libraries, execute on a specific set of the population and enable them to capture throughput metrics for each execution.
Metadata services Management	Provide metadata management utilities that can be applied to generate a variety of analytics. Registry and Measure Builder to form the core services of the metadata management.
User Access Management	Provides the capability for centralized user access management that can be used by application and platform users while providing the means to extend privileges for standard roles. This also provides configuration for the CRUD (Create, Read, Update, Delete) model of the platform.
User Auth Management	Helps identify different authentication mechanisms like username -password, SSO, active directory and social login. It should be a central microservice that needs to be multitenant with the ability to authenticate all kinds of users on Contractor's platform.
License Management	Provides customer management of a) services needing to be provisioned or de-provisioned on the platform and apps on the platform b) to view the level of activation of provisioned services in the platform by users of a customer at a point in time or over a period of time.
Data Acquisition Management	Ability to acquire data from customer systems (in-house and cloud hosted) and other third-party data providers into the Contractor's platform. It also encompasses utilities like Data Shop made available on the platform.
Data Interface Management	Provides different formats supported out of the box on the platform for both inbound and outbound data flows. The standard formats include but are not limited to message types EDI, ORU, ORM and CCDA.
Data Standardization	Capability to persist data in a standardized format that is unique and proprietary to the Contractor platform, i.e can be consumed by all applications in a uniform manner.
App Component Management	Provides the various ready-to-use components needed to assemble an application in a low code fashion. These include components like notification service, BI framework service, workflows, assessment service, etc. Applications can use these central services rather than build their own capabilities.
App Design Management	Provides various ready-to-use UX components needed to assemble an application in a low code fashion. These include element components like buttons, dropdowns, etc.

Table A.1.8 – Essential DAP Features

A.1.9 DAP FHIR + API framework (INO-DAP-API)

- **Contractor's InAPI** leverages existing logical and theoretical models to provide an easy to implement mechanism for exchanging data between healthcare applications, supporting 26 FHIR resources.
- **Contractor's API Framework:** Enables user to write API based integration (including FHIR)
- **API Endpoint:** Enables exposing platform API for integration (including FHIR) endpoint that can be used for electronic services, such as for web services providing XDS.b or a REST endpoint for another FHIR server.

A.1.10 DAP SQL Access (INO-DAP-SQL)

- Integration with SQL workbench
- Capability to integrate with SQL workbench to allow technical users to query the data lake.

A.1.11 DAP Single Sign On (INO-DAP-SSO)

- Setup SSO with third-party identity provider for e.g. Okta Azure, OAuth2

A.1.12 DAP Enterprise (INO-DAP-Enterprise)

- Data activation platform enterprise - full capability of baseline essentials plus all available upgrades
- Contractor can integrate DAP (InCare) with County's Dynamic 365 instance
- The level of integration can be determined based on API or data mechanism
- Dynamic 365 unilateral or bi-directional integration with Contractor's InCare (Case Management) product can be determined based on the identified use cases

A.1.13 Patient 360 (P360)

Patient 360 (P360) integrates information from various data sources, including EMR, claims, pharmacy, labs, and patient-reported data sources, and shows patient info, i.e. clinical Overview, Measures and Care Gap, Vitals, Allergies, Labs, Procedures, Diagnosis, Recent Visits, Medications, Insurance.

A.1.14 Key Deliverables & Sign-Off Criteria for DAP and P360

Deliverables	Sign-Off Criteria
Cloud Hosting setup for extraction of identified data elements from source systems	Approval from the County for Contractor to connect to the County source systems
Setting up of a pre-scheduled automated extraction process	Data is getting updated at a mutually agreed upon frequency
Data quality analysis reports	Data quality is approved by the County on Patient 360
High-Quality Data to power downstream applications	Data quality tool is showing quality insights to the County with transparency (optional)
Periodic project status reports and documentation on the data extracted	County will be provided with reports and documents for the data extracted (optional)

Table A.1.14 – Key Deliverables & Sign Off Criteria for DAP & P360

A.1.15 Analytics (InGraph)

Full Spectrum of analytics: InGraph comes with a library of over 100 pre-built measures spanning HEDIS, AMP, STAR Rating, MSSP (ACO and GPRO Web interface), and MIPS measures.

Contractor will work with the County to configure built-in dashboards to measure/track performance and support in the development of dashboards and visuals to track quality, cost, and utilization trends.

Quality Measure	Utilization	Cost
Access and Availability (4)	ER Visit	PMPM
Behavioral Health (12)	IP admit	Inpatients
Cardiovascular conditions (6)	SNF admit	Professional

Quality Measure	Utilization	Cost
Dental (6)	30-day readmit	ER
Diabetes (10)	CT	Outpatient Surgery
Medication Management (10)	MRI	SNF
Pediatrics – Access and Availability (3)	Special Visits	Home Health
Pediatrics – Immunization (24)	PCP Visits	LTAC
Pediatrics – Prevention and Screening (7)	Home Health	Medication
Pediatrics – Utilization (9)		
Prevention and Screening (16)		
Respiratory Conditions (10)		
Vascular conditions (1)		
Utilization (7)		
Risk-Adjusted Utilization (14)		
Overuse/Appropriateness (17)		
Musculoskeletal Conditions (2)		

Table A.1.15 – Population Health Analytics

A.1.16 Pre-built measures in Contractor’s InGraph module

- InGraph comes with a set of pre-built reports including but not limited to cost management, quality management, and utilization management
- Users are provided with drill-down features, up to the level of practice/facility, physician, and even patient level. This enables users to make decisions at any organizational hierarchy.
- InGraph supports automated data alerts through emails to enable users to always be on top of the important KPIs.
- InGraph, being a reporting tool for management purposes, has access controls built-in i.e. a user can only view the patients attributed to a single or a group of PCPs, depending on his/her access.
- InGraph is NCQA Certified for HEDIS and AMP Measures ([link](#) to NCQA updated Certified Vendor list).

A.1.17 Analytics & Reporting Essentials (INO-PHA-Essentials)

Capabilities to transform data into real-world intelligence, enabling enhanced trend analysis and reporting, including standard dashboards and real-time tracking and monitoring of measures from a library of 800+ measures (standard + custom measures).

Standard Measures

InGraph has predefined measures built in the system where respective organizations can calculate numerator and denominator, monitor for trends, and comply with mandatory quality reporting. Contractor can also build custom measures to cater to specific County reporting requirements.

Contractor will provide 10 pre-built measures under this Agreement and as specified in the Project Charter, which can include standard quality, cost and utilization related measures, with the following specific parameters:

- Frequency of incremental refresh – Monthly
- Historical lookback for trending – 1 CY

Additionally, Contractor will build up to 20 custom measures upon requested by the County. Contractor will work together with the County while building these custom measures.

Built-in Dashboards

Dashboard	Description
Cost Management Dashboard	This dashboard offers providers and the organization visibility into the Total Cost Of Care data (TCOC) for attributed patients. They can further view the breakdown of PMPM costs based on the problem (DRG/Major Diagnosis Category), facility, or service type. InGraph supports financial measures including but not limited to PMPY, PMPM, IP Per 1000, ED Per 1000, SNF per 1000, Hospice, Avoidable ED, and Readmissions. Cost Management Dashboard is designed to give users a seamless experience of tracking Utilization and Cost. This will cater to County requirements ranging from discharge and service utilization analytics to operational performance reporting as they offer current and historical trend reports of operational measures that impact utilization and cost.
Quality Management Dashboard	This dashboard offers providers and the organization with visibility into the Quality of Care being provided for attributed members. They can view the performance across various Quality Measures to judge the performance. They can also compare the performances across Organizations, Practices, and Providers. The primary purpose of the Quality Performance Dashboard is to allow organizations to track the level of completion of quality measures and to understand the quality of care being provided across Process Measures, Visit Measures, and Inverse Measures. The dashboard provides options to create multiple cohorts based on AWW Visit Status, PCP Visit Status, number of open care gaps, etc. to prioritize the reach out and closure of care gaps. This will cater to County requirements related to clinical and quality performance management and reporting.
Provider Performance Dashboard	This dashboard offers providers their cost, quality, and utilization metrics, allowing them to identify improvement opportunities to meet and beat the benchmarks. This also allows providers to view how their peers are performing and focus on lagging measures to improve savings and reimbursements. This will cater to County requirements pertaining to provider performance measurement and tracking.
Risk Management Dashboard	This dashboard helps users understand the current state of risk in the population they serve. It also helps identify the cohorts with the least risk recapture rates or maximum dropped/suspect codes. The dashboard provides options to create multiple cohorts based on AWW Visit Status, PCP Visit Status, number of open care gaps, etc. to prioritize the reach out and recapture risk. This will cater to County requirements pertaining to population health initiatives ranging from risk stratification and segmentation and for helping providers focus their efforts on identifying and targeting their efforts on high-risk patients

Table A.1.17 – Built-In Dashboards

A.1.18 Custom Dashboards & Reporting

InGraph's dashboard capability offers interactive visualizations for end-users. It can also give access to SQL workbench to run ad hoc queries on data from any of the levels in the hierarchy. InGraph facilitates customization and/or creation of new dashboards based on the insights that a customer is looking to generate. InGraph allows users to see data at the population level and then drill down in multiple ways to the specific facility, provider, or patient-level and generate custom reports or alerts to notify key users of changing values or trends in the data. The reports provide flexibility to dig deep into understanding the details and executing complex dashboards with any number and variety of data sources.

Users can also choose from a wide range of chart types for ad-hoc analytics and/or reporting- e.g., calendar, heatmap, scatter plot, polar plot, area chart, etc. from within the application. Users at The County can create custom quality report cards, with their own defined performance scores and benchmarks for different individual practices.

A.1.19 Registry Builder

The Registry builder (or cohort builder) allows users (data analysts, leadership, care coordinators, physicians etc) to easily build cohorts, currently based on multiple conditions:

Cohort Condition Variables

- Provider
- Diagnosis
- Medication
- Procedure
- Care Gap
- Risk Profile
- Events
- Demographics
- Care Protocols
- Outreach
- Lab Results
- Payor

The functionality includes:

Functionality	Description
Building Registries	Registries can be built from scratch using filters, by uploading patient lists or by updating existing registries. Custom cohorts can be created based on attributes such as care gaps, diagnosis, demographics, medications, risk profile, and other filters
Many Source Inputs	Contractor can fetch data from anywhere in org and create patient lists
Configurable Options	filters can be configured to satisfy the needs of individual clients
Collaboration Features	users can collaborate by sharing their draft and published registries with others
Security Features	only pulls patients which a user is allowed to see

Table A.1.19 – Registry Builder Functionality

A.1.20 Measure Builder

Allows a user to define a measure – quality, utilization, and cost as per the requirement. This measure could be HEDIS measure, ACO measures or even custom measures. End-users have the ability to plug and play with measure definitions, defining numerators and denominators to derive what-if analysis. Users can build their own quality, utilization, or financial measures using different mathematical, logical, Boolean, or aggregation operators via a point-and-click mechanism.

A.1.21 Standard Analytics

Provides drilled-down analysis into network utilization, performance against quality measures, the efficacy of care plans etc.

A.1.22 Population Stratification & Risk Models

InGraph can be used to manage rising risk and outcomes by stratifying populations using advanced predictive models. Customers can better stratify their population by building cohorts (high / medium / low risk) using a variety of risk models. Population sub-groups can be identified using defined risk scores for targeted outreach and/or care coordination.

Contractor supports a plethora of risk stratification models/logics. The insights derived by leveraging the respective models enable customers to understand the risk composition of their patient/client population for targeted interventions and identification of Patients/Clients with high and rising risk to target personalized interventions. These models use the patient’s demographic

details along with their diagnosis and comorbidities to determine a risk score, which is a relative measure of actuarial risk. Contractor runs these algorithms based on attribution and patient/client eligibility data to identify specific cohorts, such as low risk, rising risk, high risk, and very high-risk patients.

Contractor offers the following risk stratification algorithms for the County's population/ risk stratification requirements:

- CDPS model developed by the University of California, San Diego (UCSD)
- Contractor's proprietary risk stratification algorithm (patient/client level SVI model)

CDPS model developed by the University of California, San Diego (UCSD)

The Chronic Illness and Disability Payment System (CDPS) is a risk adjusted model system that Medicaid programs can use. It maps the diagnosis category to CDPS categories corresponding to major body systems or chronic diseases. These include categories such as cardiovascular, skeletal, cerebrovascular, etc. The three sub models within CDPS are:

- CDPS Model
- MRX Model
- CDPS-RX

Each of these sub-models have two variants:

- Temporary Assistance for Needy Families (TANF) – It targets adults and children
- Disabled – It calculates the risk score for disabled adults and children

Contractor can leverage the CDPS model to determine the Risk Adjustment Factor (RAF) scores and the missed and suspected coding gaps for all eligible Medicaid patients.

Patient/Client level SVI (Social Vulnerability Index) Mode

Patient/Client level SVI is the overall social vulnerability calculated at the Patient/Client level by aggregating data related to nine (9) different categories. Contractor's algorithm analyzes the data for each Patient/Client and accordingly assigns a vulnerability score for each of the categories and also at an overall level. A higher overall social vulnerability indicates that the Patient/Client is more likely to be at a disadvantage (in taking care of their health) and hence might require additional health care resources than a less vulnerable person. Different categories involved in calculation of Patient/Client level SVI are as below:

Level	Social Vulnerability Type
1	Education
2	Health Literacy
3	Housing
4	Economics
5	Lifestyle
6	Social Connectedness
7	Access to Food
8	Access to Care
9	Transportation

Table A.1.22 – Social Vulnerability Levels & Types

The overall score and the category level scores can then be used to establish correlations with the healthcare needs of the Patient/Client and appropriate plans or interventions can be determined to improve the overall health of the Patient/Client.

A.1.23 Key Deliverables & Sign-Off Criteria for InGraph

Deliverables	Sign-Off Criteria
Wide range of built-in Dashboards: <ul style="list-style-type: none"> Quality Management Dashboard Risk Management Dashboard Cost Management Dashboard Provider Performance Management Dashboards 	The County is able to view all the built-in dashboards at the aggregate level as well as filter them by organizations, facilities, and physicians
Measure <ul style="list-style-type: none"> Built-in Measures Measure Validation Report 	The County is able to view measures outputs and approve measure validation report prepared by Contractor, which represents factual findings on the accuracy of measures based on the data ingested
Registry Builder	The County is able to use filters to create cohorts.

Table A.1.23 – Key Deliverables & Sign-Off Criteria for InGraph

A.2 OPTION 1 – InCare

Users can identify at-risk patients, gaps in care and design case management and care coordination protocols / interventions as per specific patient needs through InCare. Contractor's InCare tool works across the case management and care coordination cycle by empowering the case management team with access to longitudinal Patient 360 records, which allows providers to search and retrieve patient information. Users can also coordinate proactive interventions for designing wellness management and outreach programs.

A.2.1 Key Highlights

Holistic Patient 360 is integrated from data sources, including EMR, claims, pharmacy, labs, and patient-reported data sources, etc, using the following patient information.

#	Patient / Client Information Type
1	Clinical Overview
2	Measures and Care Gap
3	Care Protocols
4	Vitals
5	Allergies
6	Labs
7	Procedures
8	Diagnosis
9	Recent Visits
10	Medications
11	Insurance

Table A.2.1 – Key Highlights for InCare

In brief, InCare:

- Generates automated Worklist for Health Coaches for event-based Care Coordination
- Coordinates proactive interventions, using a pre-existing library of assessments and care protocols, configurable as per specific requirements
- Assesses outcomes and effort via intuitive dashboards to plan outreach, wellness & preventive programs
- Identifies gaps in care, designs optimal care protocols and interventions

- Coordinates patient's transitions across care delivery settings for Transitional Care Management
- Tracks and evaluates care team performance using Contractor's analytics dashboards

A.2.2 Care & Case Management Essentials (INO-CM-Essentials)

Essential Components	Description
Care Protocols	<ul style="list-style-type: none"> • Assign multiple care protocols based on patient comorbidities • Pre-populated care protocols with patient-specific information captured from data feeds • Provision to manually update info for closing gaps using information gathered from outside the platform • Skip logic for targeted interventions • Schedule and reschedule interventions • Record tasks completed and additional information in pre-designed forms • Link patient goals to interventions • Link Community Resources to patients • Reassign Care Protocols to other team members • Reopen care protocols once closed • Repeat particular interventions • View and export care protocol audit logs with timestamps • Delete care protocols
Patient 360	<ul style="list-style-type: none"> • Unique and configurable longitudinal patient record integrated from disparate data sources • A holistic picture of patient's demographic, clinical, surgical, risk, and social profile • Intuitive patient search
Assessments	<ul style="list-style-type: none"> • Configure & conduct assessments • Drive downstream actions based on assessment results – calculate risk scores, design interventions, auto-trigger care protocols, etc. • View and export assessment audit logs with timestamps • Calculate score or risk factors based on answer options • Assessment-driven goals and interventions to form care plans
Ad-hoc Tasks	<ul style="list-style-type: none"> • Create a task • Configurable list of task types (e.g., Patient Chart Review, Provider Consultation, Schedule Appointment, Schedule Call, Send Letter and Care Management Encounter, etc.) • Set due date for tasks • Delete Task
Case Manager/ Care Coordinator Worklist	<ul style="list-style-type: none"> • Generate a daily worklist with a list of patients and assigned activities • Access a shared worklist of other team members • View patients referred by other team members • Accept or decline the activities received • Built-in time and task trackers with calendar view of events
Care Plans	<ul style="list-style-type: none"> • Assessment driven patient-specific care plans • Create a care plan without conducting assessments • Add custom goals and interventions • Automated sharing of the care plan to provider via InNote • Export PDF
Risk Stratification	<ul style="list-style-type: none"> • Proprietary algorithm for risk stratification, incorporating CMS-HCC, HHS-HCC, other published models • Identify and prioritize high and rising-risk patients.
Medication Reconciliation	<ul style="list-style-type: none"> • Manage active medications list of the patient

Essential Components	Description
	•
Performance Reports	<ul style="list-style-type: none"> Track care team performance against assigned targets and goals The Care Management dashboard can be used to track the performance of the care coordinators daily. The same can be used to distribute workload and/or conduct peer training to ensure maximum productivity across the organization. The dashboard is filterable on various care protocols and the Care Coordinators and enables them to get complete details of the tasks that were performed by the care coordinators. Evaluate outcomes for evidence-based planning
Transitional Care Management	<ul style="list-style-type: none"> The Transition Care Management (TCM) dashboard provides metrics and charts that will show the current TCM levels at various providers, and provide visibility around metrics such as discharges and readmission %. The TCM dashboard helps organizations to achieve the goal of reducing the overall number of readmissions after inpatient discharge.
Seamless inter-connectivity	<ul style="list-style-type: none"> View patient care management activity as a timeline, including every communication and touchpoint with patient Detailed view of historical care protocols/ interventions in chronological order Bi-directional communication across platform users using the integrated chat feature History of all the linked providers

Table A.2.2 – Care & Case Management Essentials

NOTE: If the County wants Contractor to configure clinical tools for more than 5 care protocols, 5 assessments, and 5 care plans, configuration of such additional clinical tools will be recorded in a change order form in the format provided in Exhibit F and County will be charged in accordance with Section B.7 of Exhibit B. Contractor will also train the County's designated officers to configure care protocols, assessments, and care plans.

A.2.3 Care Management Strategy Builder (INO-CM-Upgrade-SB)

Strategy

- Build patient assignment logic
- Create region-specific strategies
- Prioritize patients by event type (Demographic Details, ADT Events, Measure Gaps, Risk Scores or Payers)
- Map patients to Care Managers by type of event
- Setup Care Protocols to be assigned for patients

A.2.4 Care Management Custom P360 card development (INO-CM-Upgrade-P360)

Patient 360

- Enable support to create a new card in Patient 360

A.2.5 Care Management SDoH Community Resource Referrals (INO-CM-Upgrade-SDoH)

Community Resources

- Search through the list of linked community resources
- Upload internal library of community resources on UI
- View list of uploaded community resources
- Add comments and status of referrals

- Link resource to patient
- Link resource to care protocol
- InCare for community resources mobile application for closed-loop referrals

A.2.6 Care Management Time Tracking (INO-CM-Upgrade-TT)

Time Spent on Encounters

- Timer to track the time spent in TCM/CCM/RPM activities
- Capture the details of time spent on activities e.g., encounter, chart review

A.2.7 Care Management Add-on Findhelp SdoH (INO-CM-Addon-AB_SDoh)

Findhelp – It is a third-party application integrated within InCare. Contractor will provide Findhelp Data (as defined in the Agreement) integrated within InCare, in accordance with the terms under Section A.2.7.1 below. Parties hereby acknowledge and agree that with respect to Findhelp Data and services, only the terms specified under Section A.2.7.1 below (including without limitation scope, term and termination, fees and payment terms, representation, warranties, and disclaimers) will apply and in no event any other terms including corresponding terms and conditions under the Agreement will apply to such services provided by the Contractor to the County.

Findhelp services will entail the following:

- Integration with Findhelp for social care needs
- Findhelp community resources search (paid functionality)
- Findhelp closed referral loop support (paid functionality)

A.2.7.1 Terms & Conditions Relating to Findhelp

Contractor will provide Findhelp Data, integrated with InCare, in accordance with the terms hereunder.

The County understands that the Findhelp Data is a Third-Party Material as defined under the Agreement and is available under the terms of the contract between Findhelp and Contractor (“Vendor Contract”). As such, Contractor’s obligations under Exhibit A and the Agreement will be subject to the additional terms and conditions hereunder and in case of any conflict between the terms hereunder and the terms of the Agreement, these terms hereunder will prevail. The County specifically understands that the following sections of the Agreement will not be applicable for the Services and Contractor’s obligations under Exhibit A and the Agreement: Sections 9.1, 9.2, 21 of the Agreement, Exhibit C and Section D.1 of Exhibit D. This section will apply from the date on which Findhelp Data is integrated within InCare for provision to the County.

Additionally, the County’s use of Findhelp Data will be subject to the following terms:

1. **Data License** - County is permitted to access the Findhelp Data solely as and how the Findhelp Data is presented within InCare and only within the USA.
2. **Intellectual Property Ownership** - the Findhelp Data is provided to the County under a non-exclusive license and not in connection with a sale. Other than the non-exclusive license granted to the County, Findhelp and/or its licensors retain all right, title and interest, including all copyright, patent, trade secret and other intellectual property rights, in and relating to the Findhelp Data and any materials belonging to Findhelp. the County receives no right, title or interest in or to the Findhelp Data or any other property owned by Findhelp.
3. **Restrictions on Use of Findhelp Data** - The County agrees that, without the prior written consent of Contractor and except as expressly provided in sub-section A.2.7.1(1) above, the County will not: (a) disseminate, distribute, analyze, sell, sublicense, or otherwise make available all or a portion of the Findhelp Data, in any form, including without limitation, database, bulk, aggregate or other forms, to any third party; or (b) copy, alter, modify,

translate, reverse engineer (including, but not limited to attempts to determine methods or algorithms used to generate Findhelp Data), decompile, disassemble, and/or create derivative works from Findhelp Data or in any other way use all or any portion Findhelp Data.

4. **County Representations & Warranties** - The County represents and warrants to Contractor that its use of Findhelp Data will be conducted in accordance with applicable laws, rules or regulations and this Agreement.
5. **Termination/Suspension of Vendor Contract** - If the Contractor's agreement with Findhelp pursuant to which Contractor is providing services to the County hereunder gets terminated or suspended for any reason or if Findhelp suspends or ceases to provide Findhelp Data, Contractor will have the right to suspend and/or terminate the services related to Findhelp Data, provided that in case of any such suspension or termination.
6. **Disclaimers** - Except as provided for herein, Contractor provides Findhelp Data to the County on an "as is" basis. Except as explicitly stated herein, Contractor disclaims all representations and warranties and conditions, express, implied, or statutory, including without limitation the implied warranties of title, merchantability, and fitness for a particular purpose. Additionally, and not in limitation of the foregoing, other than as expressly set forth herein, Contractor does not warrant the accuracy or correctness of Findhelp Data provided hereunder.
7. **Delivery** - Findhelp Data will be provided in a format made known to the County. Any technical changes to the format, frequency, and volume of Findhelp Data delivered, requested, or required by the County will not be binding on Contractor.

A.2.8 Health Equity Analytics (VBC-PHA-EQU)

Metrics at Patient/Client, zip-code, and population level for social determinants of health like transportation, food, and access to care. A dashboard to represent and filter social determinants will also be available.

If the County has purchased the care management bundle, they can capture equity risk using assessments or third-party data sources as well to refine risk with self-patient-reported measures.

Access to ADI scores is also provided. Additionally, it is possible to stratify patients using Patient/Client-level SVI scores and ADI scores.

A.2.9 Integration with DocuSign

Contractor will integrate with County's DocuSign (licensed by County at its own expense) into Contractor's P360 and InCare workflow management to seek consent/signatures of patients.

A.2.10 Option 1.5: Integration with Microsoft Dynamic 365

Contractor will integrate InCare with County's Microsoft Dynamic 365 instance of Aging and Adult Services (licensed by County at its own expense) where all County client's financial data are stored. In case of bi-directional integration, Contractor's Case Management solution for each client will have linkage with Microsoft Dynamic 365 containing such client's financial information.

A.2.11 Key Deliverables & Sign-Off Criteria for InCare

Deliverables	Sign-Off Criteria
Comprehensive and holistic longitudinal Patient 360 view	The County approves data quality on Patient 360
Strategy module	The County can create strategies that identify the population that they want their network staff to work upon.
Automated Care Manager worklist	The County's Network staff will have automatically generated worklist of patients that are assigned to them by the Leadership

Deliverables	Sign-Off Criteria
Pre-built dynamic care protocols	Customized care protocols will be available on the platform. The County can also attach goals and community resources if required
Patient timeline	The County can view a care management screen of a patient consisting of the patient care timeline, care protocols of the patient, and any ad-hoc tasks that the user wants to perform.
Care team performance analytics	The County will be able to view all built-in dashboard for the care management team's productivity

Table A.2.11 – Key Deliverables & Sign-Off Criteria for InCare

A.3 Option 2 – InNote

InNote is Contractor's point-of-Care Provider Engagement solution that provides physicians and their staff with actionable insights about their patients during the patient's visit.

InNote is EHR agnostic and can be installed on any provider's desktop. The application can pull insights from our integrated data lake, DAP, or any other third-party API, thereby acting as a point-of-care snapshot for scheduled and walk-in patients. The application syncs with the scheduling data to present a seamless way to discover patients in the system.

The solution is designed to help providers with a consolidated view of the patient, rather than having to search across multiple disparate patient records. The elements displayed in InNote can be customized depending on the County's organizational & contractual priorities. Provider Engagement Essentials (INO-POC-Essentials)

A.3.1 InNote Features

Features	Description
Care Gaps	InNote presents all the identified potential care gaps of the patient enabling the physician for evidence-based care planning and improved quality outcomes. It also helps in maintaining continuity of care between different visits and care settings.
Coding Gaps	InNote presents potentially dropped diagnosis codes identified for clinical documentation improvement, providing an opportunity to update them during the patient visit, thereby decreasing the chances of claims denials.
Risk Score	InNote displays risk information about patients. Patient's risk scores and categories across different scoring models are presented to the provider for a better understanding of the patients' healthcare needs. Following risk scores are available – SVI, CSMHCC, HSHCC & CDPS
Acute Visits	InNote sifts through multiple data sources to present all acute visits of a patient over the past 12 months. This contains IP visits, Urgent Care visits, and ED visits. InNote also suggests which ED visits were avoidable so that providers can educate the patient accordingly.
Dispensed Medications	InNote displays patients' dispensed medications history in both a summarized view and detailed view for better decision making at the point of care.
Specialty Visits	InNote shows patients' specialist visits over the last three years for better delivery of care. It also shows any upcoming specialists visit if scheduled.
SdoH	InNote presents SdoH assessment responses of a patient so that the provider has a thorough understanding of the patients social and economic needs, which can be factored in for better care delivery
Ongoing Care Protocols	InNote provides details of any active care protocol that the patient might be going through. This allows the provider to understand the holistic healthcare situation of the patient and take actions accordingly.

Table A.3.1.1 – InNote Features

InNote Components	Description
Pre-visit Summary	InNote offers the functionality of printing the patient insights with a simple click. This includes key patient insights like coding gaps, quality gaps, ED and IP visits so that physicians and Medical Assistants (MAs) can exchange this information among themselves & focus on the aspects that require greater attention & care.
Synchronize within physicians' workflow	InNote integrates with the provider's scheduling application, thereby displaying a snapshot view of the scheduled patients, as per the chronology of their appointments.
Patient Search	InNote provides the functionality of patient search within the application, enabling the providers to see details for walk-in patients. It populates the search result from the scheduled patient's list, followed by the list of attributed patients.
One-click access to Patient 360	With InNote, a physician can navigate to a patient's 360 longitudinal views with consolidated data from different data sources. This view gives detailed information about the patient's clinical history, which includes recent visits, risks, medications, etc. The physician can also print this information from the browser.
Administrative Controls	InNote offers the provision of access control that allows the physicians to grant access to their schedule to selected staff members (nurses/ medical assistants etc.) for resource utilization. Also, for healthcare settings with shared resources, it allows the shared staff members to view schedules for a selected provider to improve efficiency of engagement.
Single Sign-On	InNote has the option to provide SSO capabilities by integrating with different types of active directories.
Messages	InNote leverages APIs to receive and send messages between the users and trusted external partners (payers, care managers), who can send messages to physicians & nursing staff & receive responses.

Table A.3.1.2 – InNote Components

NOTE: InNote is typically installed at provider practices with 200 or more VBC lives. The number of users of InNote will be limited to 3200 devices, deployed via Microsoft Software Center. If additional devices are needed, an amendment approved by the Board of Supervisors will be required.

A.3.2 Provider Engagement Performance Dashboard (INO-POC-Upgrade-Dashboard)

Dashboard	Description
PCP Performance Dashboard	InNote provides population-level trends like ED utilization, Risk score, Readmission rates, etc.
InNote Dashboard	InNote Dashboard provides insights into physicians' usage of InNote and their ability to close gaps on the InNote application. The EHR-agnostic application enables users to close gaps in real-time without complicating workflows. Therefore, the dashboard is for users/organizations to monitor users/physician's interaction with the InNote app and get insights on how to improve engagement.

Table A.3.2 – Provider Engagement Performance Dashboard

A.3.3 Provider Engagement Collaboration Over Care Plans (INO-POC-Upgrade-Collaboration)

Collaboration Over Care Plans

Medical Providers can collaborate with Social Services Care Managers for care plans and can view the patient's progress on a care plan using InNote - goals, barriers, tasks, and interventions and communicate with care managers through messages or notes.

A.3.4 Key Deliverables & Sign-Off Criteria

Deliverables	Sign-Off Criteria
InNote application for the desktop (on Windows Machine)	Physicians at the County have the application installed on the desktop
Successful integration with PMS and/or EMR engine	Physicians can see all attributed patients' data captured accurately with patient demographics, care gaps, and coding gaps
Desktop notifications on the EMR identifying Care Gaps and Coding Gaps	Notifications popped out on the screen for every appointment lined up

Table A.3.4 – Key Deliverables & Sign-Off Criteria for Care Plans

A.4 Option 3 - Legacy Lives

All Legacy Patient/Client information will be migrated into the DAP and be available at L0 (Raw), L1 (Transformation) and L2 layers of Unified Data Model (UDM) at backend for the County's BI or HIT Teams to refer or lookup such Legacy Patient/Client information in the DAP. Legacy Patient/Client information can be viewed on P360 by the County and its Users.

A.5 Implementation Process

Phase	Description
Design	<p>In this phase, the Contractor team will work with the County's subject matter experts to document detailed requirements, including:</p> <ul style="list-style-type: none"> • Dashboard mockups. • A gap analysis of as-is workflows with to-be workflows. • End-to-end test strategy formulation • End-user and organization-wide training plan
Development	<ul style="list-style-type: none"> • This phase kicks off the implementation of Contractor's DAP at the County for data extraction and ingestion. • Contractor performs normalization and standardization on the integrated data and pushes the data to DAP, which powers Contractor's InGraph, and if options exercised: InCare, InNote applications, and legacy lives coverage. • Contractor will set up a data governance structure for user management across the platform for limiting access to specific users, practices, and datasets.
Testing	<p>During this phase, Contractor will use its reusable test scripts and libraries to verify the functionality being delivered. Post verification, at the start of user acceptance testing, the County will execute the test strategy created during the design phase of the project.</p>
Adoption	<p>The key focus during this phase is on tracking technical and business issues, monitoring interfaces, addressing project issues, and providing support services as described in Exhibit C. As the user community becomes acquainted with the system, many processes that were inefficient initially may need to be reexamined and optimized and will not impact cost.</p> <p>As part of the implementation and adoption process Contractor's team will be managing several different comprehensive business and technical processes such as:</p> <ul style="list-style-type: none"> • Project Release Management Work using Jira – All Epics, User, Stories, Tasks and Bugs will be maintained and managed within Jira for scrum team • Project Issue log – Detailed issue log for any issues, enhancements or feedback reported will be maintained and tracked regularly • Engage key stakeholders early – involve key stakeholders or SMEs from each Division within the County throughout the adoption process. • User Training and Education – Conducting sprint demos and training sessions for end users • Interface Monitoring – To ensure the seamless integration with Contractor's Software and the County's legacy systems, and to ensure EMR integrations are maintained, managed and tracked appropriately

Phase	Description																		
	<ul style="list-style-type: none"> Support Services and Help Desk – Contractor will provide support services to assist users with any technical or functional queries and will ensure prompt and effective support <p>Above adoption process will be driven by Contractor’s Customer Success and Project Management teams and in conjunction with County’s key stakeholders.</p> <p>In-order to drive more adoption Innovaccer team can monitor and provide the Usage Metrics on Innovaccer platform which can provide the insights on DAU (Daily Active Users), WAU (Weekly Active Users) to monitor. Also, we’ll conduct product specific trainings and demos catering to the needs of the county stakeholders to give them level of confidence to adopt the system faster. We’ll also share the Innovaccer University pre-recorded videos step by step for them to follow and practice on the platform.</p>																		
End-User Feedback	<p>At every stage of the implementation, meetings, as set forth in the implementation plan, are conducted to assess the project’s progress and milestones achieved. Here, Contractor’s team and the County’s project manager will discuss the progress.</p> <p>Meeting Cadence:</p> <table border="1"> <thead> <tr> <th>Frequency</th> <th>Stakeholders</th> <th>Organizer</th> </tr> </thead> <tbody> <tr> <td>Bi-Weekly</td> <td>County + Innovaccer</td> <td>SMCH/Innovaccer</td> </tr> <tr> <td>Weekly</td> <td>County + Innovaccer</td> <td>SMCH/Innovaccer</td> </tr> <tr> <td>Leadership Project Status Meeting</td> <td>County Leaders + Innovaccer Leaders</td> <td>SMCH/Innovaccer</td> </tr> <tr> <td>QBR -Quarterly Business Review</td> <td>County Leaders + Innovaccer Leaders</td> <td>Innovaccer</td> </tr> <tr> <td>On-Demand</td> <td>County + Innovaccer</td> <td>SMCH/Innovaccer</td> </tr> </tbody> </table> <p>End user feedback will be collected and documented into one central universal place for eg: SharePoint from where we can triage and review those feedbacks with our internal product and engineering teams and provide the ETAs for each item and communicate that back to county stakeholders. How Innovaccer team will address/incorporate or defer feedback after triaging and classifying them into bugs, enhancements, or product roadmap etc. Also, each of those feedbacks after the triage will be entered into Innovaccer ticketing (Jira) system to track internally.</p>	Frequency	Stakeholders	Organizer	Bi-Weekly	County + Innovaccer	SMCH/Innovaccer	Weekly	County + Innovaccer	SMCH/Innovaccer	Leadership Project Status Meeting	County Leaders + Innovaccer Leaders	SMCH/Innovaccer	QBR -Quarterly Business Review	County Leaders + Innovaccer Leaders	Innovaccer	On-Demand	County + Innovaccer	SMCH/Innovaccer
Frequency	Stakeholders	Organizer																	
Bi-Weekly	County + Innovaccer	SMCH/Innovaccer																	
Weekly	County + Innovaccer	SMCH/Innovaccer																	
Leadership Project Status Meeting	County Leaders + Innovaccer Leaders	SMCH/Innovaccer																	
QBR -Quarterly Business Review	County Leaders + Innovaccer Leaders	Innovaccer																	
On-Demand	County + Innovaccer	SMCH/Innovaccer																	

Table A.5 – Implementation Process

A.5.1 Resource Requirements from the Contractor

Contractor Stakeholders	Roles & Responsibilities
Contractor Senior Leadership	<ul style="list-style-type: none"> Maintain strategic alignment with the County leadership Enable working teams’ success through resourcing and communication Attend leadership and governance meetings Provide a point of escalation
Customer Success Director	<ul style="list-style-type: none"> Provide the main point of contact (POC) for engagement Provide project management during this engagement Facilitate communication between the County and Contractor
Product Manager	<ul style="list-style-type: none"> Technical single point of contact (SPOC) for engagement Manage Contractor technical teams and interface with the County counterparts Works directly with data
Value Engineering Team	<ul style="list-style-type: none"> Support team to quantify project value Act as strategic thought partner for the County leadership Team of actuaries and former MSO/ACO operators with VBC expertise who help to formulate strategy for success and measure performance
Clinical Transformation Team	<ul style="list-style-type: none"> Provide medical SMEs for end user workflows training for clinical, technical and financial super users and end users, where needed

Table A.5.1 – Resource Requirements from the Contractor

Note: Contractor will be open to evaluate any recommendations on the collaboration model from the County.

A.5.2 Resource Requirements from the County

County Stakeholders	Roles & Responsibilities
County Steering Committee	<ul style="list-style-type: none"> Maintain strategic alignment with Contractor leadership and follow status of project Enable working teams success through resourcing and communication Provide timely approvals and facilitate removal of blockers Attend leadership and governance meetings
Project SPOC	<ul style="list-style-type: none"> Be the main POC for engagement from the County's side for daily working sessions and communication Meet weekly for project management and deliverable alignment Identify key stakeholders/SMEs in the County and facilitate meetings Hold County members accountable for agreed-upon deliverables / mitigations / solutions to blockers Provide communication to and from County leadership
Senior Systems Architects	<ul style="list-style-type: none"> Provide knowledge around County system data flows and architectural decisions Provide and facilitate goals of desired end-state using Contractor DAP
Senior Data Architects	Provide expertise on data flowing into and out of each prioritized system including data dictionaries, API documentation, requirements
Program Data Experts	Provide data requirements for upstream and downstream use cases
Data Privacy Officer and Compliance Officer	<ul style="list-style-type: none"> Identify compliance issues and data governance policies that the County requires in place Approve processes and Contractor platform security considerations and solutions
Acting Data Security Officer (BI Director)	Approve processes and Contractor platform security considerations and solutions
Clinical stakeholders	<ul style="list-style-type: none"> Provide clinical workflow expertise Work with Contractor Clinical Transformation team and engineering teams where relevant
End-user trainers	Become user experts on our platform and be able to train County end users
Others as needed	List is not exhaustive and additional stakeholders may be needed to facilitate the project

Table A.5.2 – Resource Requirements from the County

A.6 Implementation Plan

A.6.1 Overview

The project will be implemented in a phased manner.

Implementation Aspects	Description
#of Lives	<ul style="list-style-type: none"> 165,000 active lives and 500,000 legacy lives
Products In Scope	<ul style="list-style-type: none"> Core Tools (Data Activation Platform, Patient 360, InGraph) Option 1 – Care & Case Management (InCare) Option 2 – Provider Engagement (InNote) Option 3 – Legacy Lives (DAP + P360)

Implementation Aspects	Description																																																																																
Cloud Hosting Fee Assumptions	<ul style="list-style-type: none"> The cloud hosting fee, as set forth under Exhibit B of this Agreement, is based upon the following assumptions: <ul style="list-style-type: none"> No more than one data refresh per month Integration of no more than twenty data feeds for the term of the Agreement No more than eight dashboards No more than twenty quality measures per payor contract 																																																																																
Timeline Assumptions	<ul style="list-style-type: none"> Implementation timeline is based on Innovaccer standard implementation approach. Timeline is based on receiving claims data, clinical data, ADT, provider roster, and eligibility data feeds for integration according to plan. The Innovaccer Data Integration team will work with BI and SMCH Division representatives to facilitate the process. BI will work with third-party representatives to extract data from applicable sources. Timeline is subject to change based on analysis and data complexity, and dependencies on upstream systems which would initiate change control processes in Exhibit F to determine new timeline. InCare – Care and Case Management workflow requirements related to protocols and care pathways will be gathered by the Clinical Transformation (CT) team at option kickoff, if the InCare option is exercised. InNote – Deployment will be based on devices using Microsoft Software Center. InNote client needs to be installed on identified machines. While creating this timeline, Contractor assumes the feeds listed in the table below are included as well as 10 standard Quality Measures and 4 Standard Dashboards. <i>Refer section A.1.17 Built In Dashboards.</i> Each release will be followed by a UAT of 2 weeks. The County will facilitate resources for UAT. The County will facilitate access to data and share the same information in advance so that Contractor can complete the assessment before integrating the data and expedite the process. 																																																																																
Data Source Assumptions	<p>Files emerging from the same source systems will have the same format</p> <p>List of All 21 Data Feeds</p> <table border="1" data-bbox="602 1146 1409 1890"> <thead> <tr> <th>S.No. (CHC)</th> <th>Data Source Type*</th> <th>Data Source Name*</th> <th>Format of Data*</th> <th>Count of File</th> </tr> </thead> <tbody> <tr><td>SMMC</td><td>Clinical</td><td>Clinical</td><td>CCD</td><td>1</td></tr> <tr><td>SMMC</td><td>ADT</td><td>ADT</td><td>HL7</td><td>1</td></tr> <tr><td>SMMC</td><td>Provider Roster</td><td>Provider Roster</td><td>Flat file, CSV</td><td>1</td></tr> <tr><td>SMMC</td><td>Claims</td><td>Claims</td><td>Flat file</td><td>1</td></tr> <tr><td>SMMC</td><td>Eligibility</td><td></td><td>Flat file, CSV</td><td>1</td></tr> <tr><td>AAS</td><td>Clinical</td><td>Clinical</td><td>Flat File</td><td>1</td></tr> <tr><td>AAS</td><td>ADT</td><td>ADT</td><td>Flat File, HL7</td><td>0</td></tr> <tr><td>AAS</td><td>Provider Roster</td><td>Provider Roster</td><td>Flat file, CSV</td><td>1</td></tr> <tr><td>AAS</td><td>Claims</td><td>Claims</td><td>Flat file</td><td>1</td></tr> <tr><td>AAS</td><td>Eligibility</td><td></td><td>Flat file, CSV</td><td>1</td></tr> <tr><td>AAS</td><td>Financial</td><td>Dynamic 365</td><td>CSV</td><td>1</td></tr> <tr><td>BHRS</td><td>Clinical</td><td>Clinical</td><td>CCD</td><td>1</td></tr> <tr><td>BHRS</td><td>ADT</td><td>ADT</td><td>Flat File, HL7</td><td>1</td></tr> <tr><td>BHRS</td><td>Provider Roster</td><td>Provider Roster</td><td>Flat file, CSV</td><td>1</td></tr> <tr><td>BHRS</td><td>Claims</td><td>Claims</td><td>CSV</td><td>1</td></tr> </tbody> </table>	S.No. (CHC)	Data Source Type*	Data Source Name*	Format of Data*	Count of File	SMMC	Clinical	Clinical	CCD	1	SMMC	ADT	ADT	HL7	1	SMMC	Provider Roster	Provider Roster	Flat file, CSV	1	SMMC	Claims	Claims	Flat file	1	SMMC	Eligibility		Flat file, CSV	1	AAS	Clinical	Clinical	Flat File	1	AAS	ADT	ADT	Flat File, HL7	0	AAS	Provider Roster	Provider Roster	Flat file, CSV	1	AAS	Claims	Claims	Flat file	1	AAS	Eligibility		Flat file, CSV	1	AAS	Financial	Dynamic 365	CSV	1	BHRS	Clinical	Clinical	CCD	1	BHRS	ADT	ADT	Flat File, HL7	1	BHRS	Provider Roster	Provider Roster	Flat file, CSV	1	BHRS	Claims	Claims	CSV	1
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Implementation Aspects	Description				
	BHRS	Eligibility		Flat file, CSV	1
	PHPP	Clinical	Clinical	Flat File	0
	PHPP	ADT	ADT	Flat File, HL7	0
	PHPP	Provider Roster	Provider Roster	Flat file, CSV	0
	PHPP	Claims	Claims	Flat file	0
	PHPP	Eligibility		Flat file, CSV	0
	CHS	Clinical	Clinical	Flat File	1
	CHS	ADT	ADT	Flat File,HL7	1
	CHS	Provider Roster	Provider Roster	Flat file, CSV	
	CHS	Claims	Claims	Flat file	1
	CHS	Eligibility		Flat file, CSV	1
	EMS	Clinical	Clinical	Flat File	1
	EMS	ADT	ADT	Flat File,HL7	0
	EMS	Provider Roster	Provider Roster	Flat file, CSV	
	EMS	Claims	Claims	Flat file	
	EMS	Eligibility		Flat file, CSV	
	FHS	Clinical	Clinical	Flat File	1
	FHS	ADT	ADT	Flat File,HL7	0
	FHS	Provider Roster	Provider Roster	Flat file, CSV	
	FHS	Claims	Claims	Flat file	
	FHS	Eligibility		Flat file, CSV	
	HCU	Clinical			0
	EHS	Clinical			0

Table A.6.1 – Implementation Aspects

A.6.2 Implementation Timeline for SMCH Divisions

This below implementation timeline depicts for County Divisions which are identified as part of the discovery process in conjunction with County team. Innovaccer will implement the DAP, P360, InGraph, InCare, InNote, Legacy Lives, FindHelp, and Health Equity for following Divisions:

- San Mateo Medical Center – (**SMMC**) - DAP, P360, InGraph, InNote, Legacy Lives
- Behavioral Health Recovery System (**BHRs**) for SDoH - DAP, P360, InGraph, InNote, Legacy Lives
- Correctional Health Services (**CHS**) - DAP, P360, InGraph, InNote, Legacy Lives
- Aging and Adult Services (**AAS**) – InCare, Case Management DAP, InCare, Legacy Lives
- Public Health, Policy & Planning (**PHPP**) – InCare and Case Management use cases DAP, InCare, InNote, Legacy Lives

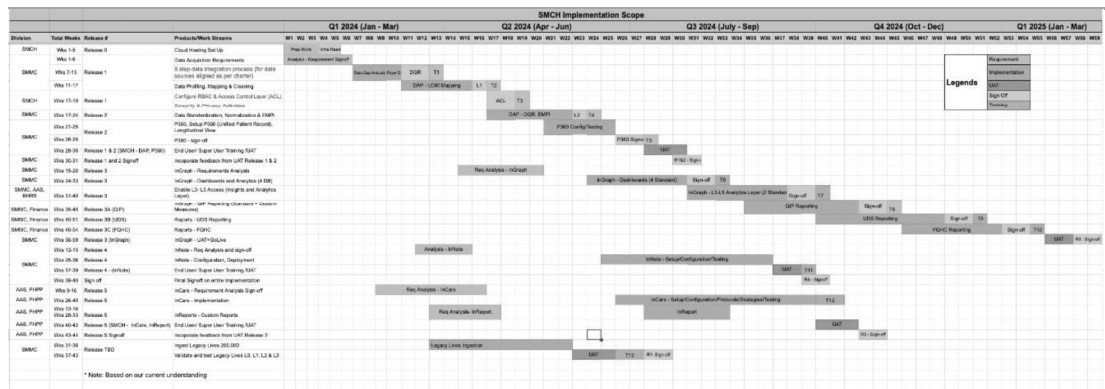
Division	Release #	Work Weeks	Tasks	Deliverables / Results
SMCH	0	Wks 1-5	Cloud Hosting Set Up	Cloud Hosting Services Delivered
SMMC	1	Wks 1-6	Data Acquisition Requirements	
		Wks 7-13	8 step data integration process: <ul style="list-style-type: none"> • Step 0 - Data Sources and Current State • Step 1 - Access Requirements • Step 2 - Sample Data Provision • Step 3 - Sample Data Gap Assessment (DGA) • Step 4 - Data Gaps Removal (DGR) • Step 5 - Downstream Impact due to DGR • Step 6 - Production Ready data provision • Step 7 - Production Ready data gap assessment • Step 8 - Data Mapping and Integration 	Data Gap Report (DGR) Delivered
		Wks 11-17	Begin Data Ingestion: Profiling, Mapping & Cleaning	L1 Level Access
SMCH	1	Wks 17-19	Configure RBAC & Access Control Layer (ACL) Security & Privacy Activities	ACL Access
SMMC	2	Wks 17-24	Finalize Data Ingestion: Data Standardization, Normalization & EMPI	DAP (L2) Access
SMMC	2	Wks 21-25	P360 , Setup P360 (Unified Patient Record), Longitudinal View	
		Wks 26-28	P360 – sign-off	P360 Access
	1 & 2	Wks 28-30	(SMCH – DAP, P360) End User/ Super User Training /UAT	
SMMC	1 & 2	Wks 30-31	Incorporate feedback from UAT Release 1 & 2	Sign-off DAP, P360
SMMC	3	Wks 15-20	InGraph – Requirements Analysis	
SMMC	3	Wks 24-33	InGraph – Dashboards and Analytics (4 DB)	2 InGraph DB
SMMC, AAS, BHRS	3	Wks 31-40	InGraph – Enable L3- L5 Access (Insights and Analytics Layer)	2 InGraph DB
SMMC, Finance	3A (QIP)	Wks 35-45	InGraph – QIP Reporting (Standard + Custom Measures)	QIP
SMMC, Finance	3B	Wks 40-51	UDS Reports	UDS
SMMC, Finance	3C	Wks 46-55	FQHC Reports	FQHC
SMMC	3	Wks 56-59	InGraph – UAT + GoLive	InGraph Sign-off
SMMC	4	Wks 12-15	InNote – Req Analysis and sign-off	
	4	Wks 25-36	InNote – Configuration, Deployment	InNote Deployment
	4	Wks 37-39	InNote End User/ Super User Training /UAT	
	Sign off	Wks 39-40	InNote Signoff	InNote – Signoff

Division	Release #	Work Weeks	Tasks	Deliverables / Results
AAS, PHPP	5	Wks 9 - 16 Wks 26-41	InCare Requirement Analysis + Implementation	
AAS, PHPP	5	Wks 13-17 Wks 28-33	InReports – Custom Reports	
AAS, PHPP	5	Wks 40-42	InCare End User/ Super User Training /UAT	InCare Deployment
AAS, PHPP	Sign off	Wks 43-44	Incorporate feedback from UAT Release 2	InCare – Signoff
SMCC	TBD	Wks 7-13	<ul style="list-style-type: none"> If implemented with core tools, then Ingest Legacy Lives 500,000 wks 7-13 If implemented as option, then Ingest Legacy Lives 500,000 wks 31-38 	Legacy Lives
		Wks 31-38		Legacy Lives
		Wks 38-44	Validate and test Legacy Lives L0, L1, L2 & L3	Legacy Lives

Table A.6.1 – Implementation Timeline, Focus & Results

A.6.3 Gantt Chart for Implementation

This Gantt chart illustrates the details in the previous table, A.6.1 - Implementation Timeline, Focus & Results. Zoom in to view read.



Graphic A.6.3 – Gantt Chart for Implementation

A.6.3 Browser/OS Compatibility

The County understands and acknowledges that the Software and applications provided by Contractor will only be compatible with the browsers and operating systems (OS) specified below.

- **OS:** Windows 7 and above /Windows 8 above preferred
- **Browser:** Chrome, Microsoft Edge, Safari and Firefox
- Contractor will have no obligation to make its Software and solutions compatible with any other operating systems or browsers or versions mentioned herein.

A.6.4 The County’s Responsibilities

At a high level, the County will provide the following:

Assets

- Data dictionaries for all relevant systems
- API documentation for all relevant systems
- System logical and physical architecture maps
- Data architecture maps

In addition, the County's responsibilities will include the following:

1. The County will assign personnel/resources with appropriate system access and data to support the Contractor's performance of the Services in a timely manner.
2. The County resources will provide adequate guidance to the Contractor resources and timely decision-making.
3. The County commits to making the necessary County resources available to support the execution of Contractor's Services.
4. The County will provide any data, information, processes, documentation, or any other documents and information required by Contractor for supporting the Services in a timely manner
5. The County will provide early feedback on documentation and project tracking notifications if there are any questions or concerns about the execution and progress of the project.
6. The County will provide access and information pertaining to the data feeds so that Contractor can integrate with the existing County infrastructure.
7. The County will provide data information (size of the historical data, number of tables, populations, etc.) and data supporting documents (e.g., data dictionary, ER diagram, reference documents), which would provide information pertaining to the data feed.
8. The County will provide access to the EMRs for clinical feeds (weekly files to be shared by the County team).
9. The County will provide access to files for claims feed.
10. The County will assist in configuring the product to their needs.
11. The County will provide the logic for custom attribution of the assignable patients, which will be a prerequisite for DAP.
12. The County will provide the current organizational hierarchy, which will be a prerequisite for DAP.
13. The County will provide project coordinators to work very closely with Contractor's Customer Success Manager on a regular basis.

A.6.5 Post Go-Live Support

Contractor will collaborate with the County in the technical support and training of end-users.

Training

Live, virtual training will be provided to trainers and super users with web-based training across all the identified facilities. DAP, P360, InCare and InNote user manuals and other relevant documentation will be distributed for reference. The training will include all the elements of implementation, configuration, administration, and model and custom report generation.

Support

Contractor has a self-run maintenance module of all services that provides reports on the functioning of every service and data component. Contractor will check these reports daily to ensure the smooth functioning of the product.

In accordance with Exhibit C of this Agreement, Contractor provides support via the mechanisms for problem response and resolution outlined below:

1. **Email:** Email support will be available.
2. **Ticketing system:** Contractor will provide the County with a ticketing system, most likely JIRA (which is a Third-Party Material as defined under the Agreement), wherein the County's Users can key in tickets to address issues with unintended functioning or non-functioning of the platform along with enhancement requests.

Support Includes

1. **User support:** Troubleshooting support to use the platform, Knowledge Support on how to solve a use-case using this platform
2. **Technical support:** Troubleshooting support for technical issues when using the platform
3. **Admin support:** Administrative support for failed jobs, server problems, or other related issues

B. Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, the County will pay Contractor based on the following fee schedule and terms:

- Minimum Commitment (as defined in the Agreement) of Active Lives: **165,000**
- Minimum Commitment (as defined in the Agreement) of Legacy Lives: **500,000**
- Term: **3 Years**

B.1 Total Costs for 3-year Term

Table B.1 – Total Costs for 3-year Term

Solutions	Per Life Per Month PLPM Rate	Req'd Minimum Lives	Combo PLPM	Month	Quarter	Year	Term (3)	Less 10% CA Discount	+ Cloud Hosting Fee 17.25%	Annual Fees	Plus Contingency	3 Yr Total
Core Tools	DAP + P360 - Data Activation Platform		\$0.25									
	InGraph Analytics		\$0.26									
Option 1 - InCare	InCare											
	Care & Case Mgmt		\$0.25									
	Health Equity		\$0.04									
	FindHelp		\$0.05									
Option 1.5 - InCare Dynamic 365 Integration See A.2.10	365 Dynamics Integration	One-time Cost										\$2,000,000
Option 2 - In Note	Care Provider Notes across Divisions/ Physician Engagement		\$0.32									
Option 3 - Legacy Lives	Legacy Lives - DAP + P360		\$0.05									
		InNote	\$0.06									
		500,000 legacy lives										
				\$248,050	\$744,150	\$2,976,600	\$8,929,800	\$892,980	\$1,540,391	\$3,192,404	\$1,915,442	\$11,692,653

Table B.1 - Total Costs for 3-year Term

B.2 Data Feed / Sources

Contractor will integrate data sources/feeds as identified in Exhibit A, *Table A.6.1 – Implementation Aspects*, without any additional charge. For any additional data feed Contractor will charge \$1,000 per data feed per month. Parties will include details of such additional data feeds in a change order form in the format specified in Exhibit F. This charge will be payable from the date County provides access to the data feed to Contractor (and not when the feed is live).

County will be required to pay Contractor for the full term of the Agreement for all data feeds or sites integrated by Contractor hereunder, even if any feed or site shuts down or goes out of County's network subsequently.

B.3 California Credit

Contractor is committed to helping reduce health inequities across our most vulnerable communities through innovation. Being a San Francisco based organization, Contractor is starting by investing in relationships with healthcare providers across the State of California. As part of that commitment, Contractor's founders have agreed to a California Credit of 10% for the County. This discount has been reflected in the pricing under this Exhibit B.

B.4 Cloud Hosting Fees for Applications

The County will pay for IT cloud hosting services (which includes AWS hosting and Snowflake fee) to Contractor in accordance with the following, subject to the Cloud Hosting Fee Assumptions.

The cloud hosting fees under Section B.1 of this Exhibit B are only applicable for these components:

- 1 data refresh per month
- integration of 21 data feeds for the term of the Agreement
- 8 dashboards
- 20 quality measures per payor contract ("Cloud Hosting Fee Assumptions").

If the cloud hosting fees exceed the stipulated amount set forth in Table B.1 due to increase in any of these components, the County will pay the additional cloud hosting fee from the contingency funds for each option as set forth in Table B.1. In the event the cloud hosting fees exceed the amount of available contingency funds, an amendment will be required before additional fees can be incurred.

B.5 Payment Schedule & Payment Terms

Estimated fees schedule as set forth in Section B.1 of this Exhibit B

The County will pay an amount equivalent to 10% of the CORE TOOLS value for year 1 upon execution of this Agreement. All other fees are payable quarterly in arrears, and the County will pay such fees within thirty (30) days after the date of receipt of the invoice.

Exercising Options

Options may be elected by departmental amendment to the contract indicating that the option is being exercised, which does not require Board of Supervisor approval unless it causes fees to exceed the established Not to Exceed (NTE) value for this contract. If options are elected during a contract year the amount to be charged for the current quarter will be prorated based on the percentage of time left in that quarter. The fee for elected options set forth in this Exhibit B will be valid for six months from the effective date of this agreement. If options are elected after such time

prices will need to be renegotiated. If such prices are greater than the original price and the remaining contingency funding, an amendment will be required.

Charges for Additional Lives

To the extent that the number of Active and Legacy Patients/Clients increases above the Base Person Count, Contractor is under an obligation to notify County of the True-up Adjustment in writing on a quarterly basis. Contractor will deliver such notice prior to submitting adjusted invoices in accordance with the Per Member Per Month (PMPM) fees set forth in the following table.

Invoicing for true-up cannot exceed the amount of contingency funding set forth in Section 4. Any true-up invoicing that goes beyond available contingency funding will require an amendment. If payment cannot be made by County, lives may need to be removed from the DAP to stay within the most recent count. Fees for additional lives are as follows:

	Core Tools & Options	PMPM Fee	Hosting Fee
*	Core Tools - DAP, Patient 360, InGraph	\$0.49	\$0.09
1	In Care - Care & Case Management, Health Equity, FindHelp	\$0.33	\$0.06
2	InNote - Provider Engagement	\$0.30	\$0.05
3	Legacy Lives - DAP, Patient 360, InGraph	\$0.11	\$0.02

Table B.5 – Charges for Additional Lives

Charges for Additional Features

The standard features of the Contractor's Software have been specified in Exhibit A. If the County wishes to avail itself of professional services as stated in the table below, then the County will be liable to pay an amount of \$160 per hour to Contractor for the actual effort undertaken in providing such features or services.

Services / Features	Estimated Effort (may vary on a case-by-case basis)
Any additional measure validation	25 hours
Custom dashboard	50 hours
Any additional care protocol	100 hours (development time)
Data migration services	will vary depending on the circumstances

Table B.7 – Charges for Additional Features

The parties will capture such additional scope and the charges related thereto (as per the rate shown above) in a change order form in the format specified in Exhibit F. Such change order must be mutually agreed between the parties and must be signed by all parties.

B.8 Travel Expenses

The entire project is planned to be implemented remotely with no travel expenses anticipated. However, the County will reimburse Contractor for reasonable, pre-approved, out-of-pocket travel and lodging expenses incurred by Contractor in connection with performing Services. These expenses, if incurred, will be paid from available Contingency Funding. Therefore, expenses anticipated to exceed available Contingency Funds will require a contract amendment before being incurred.

B.9 Third Party Charges

If Contractor is required by County to work, collaborate, interact or integrate with any third parties (like EMR/EHR) or their systems upon the County's request or as part of its obligations hereunder, the County will be responsible for directly (i) entering into required agreements with such parties to enable Contractor's access and/or interaction with such third parties and for (ii) paying any charges imposed by such third parties.

B.10 Hardware Costs for On-Premise Software

For any Software installed on the County's systems/server, the County will adhere to hardware requirements as specified by Contractor. All costs for maintaining such hardware will be borne solely by the County.

B.9.1 Contact for Sending Invoices

County Contact

Name: HIT Accounts Payable

E-mail: hs_hit_accountspayable@smcgov.org

The County will notify Contractor promptly in case of any changes to the above details.

C. Exhibit C - Performance Metrics or Service Level Agreement

C.1 Applicability

This Service Level Agreement and Contractor's obligations herein will be applicable for Software deployed on cloud or on the Contractor's environment. Any Software installed on County systems or environment will not be governed by this Service Level Agreement.

C.2 Standard Customer Support

Contractor will provide email support to the County which will be available Monday through Friday, 8:00 a.m. to 4:00 p.m. local time, excluding holidays.

Contractor provides support via the mechanisms for problem response and resolution outlined below:

- **Email:** Email support will be available.
- **Ticketing system:** Contractor will provide the County with a ticketing system, most likely JIRA, wherein the County can key in tickets to address issues with unintended functioning or non-functioning of the platform along with enhancement requests.

C.2.1 Support Includes

- **User support:** Troubleshooting support to use the Services, knowledge support on how to solve a use-case using this platform
- **Technical support:** Troubleshooting support for technical issues when using the Service
- **Admin support:** Administrative support for failed jobs, server problems, or related issues
- **Phone support:** +1-415-231-6060
- **Email Support:** support@innovaccer.com.

C.2.2 Conditions for Providing Support

Contractor's obligation to provide support services is conditioned upon the following: (a) the County makes reasonable efforts to solve the problem after consulting with Contractor; and (b) the County provides Contractor with sufficient information and resources to correct the problem, as well as access to the personnel, hardware, and any additional systems involved in discovering the problem.

C.2.3 Exclusions from Contractor's Support Services

Contractor is not obligated to provide support services in the following situations: (a) a problem is caused by the County's negligence, hardware malfunction or other causes beyond the reasonable control of Contractor; (b) a problem is with third party software not licensed through Contractor; or (c) a problem is with individual user's desktop or browser software.

C.2.4 Support Levels

Contractor will provide Level 2 Technical Support and the County to have Level 1 Technical Support Service Desk capabilities (L1 Support), which primarily involves - user access management, answering user queries, triaging issues to differentiate user's system vs. Contractor product issues.

Contractor will provide product training along with documentation to the County's L1 support team. As used herein, Level 1 Technical support means first-line technical support for Users. Tier 1 Support includes:

- Acting as the primary point of contact with the Users for all general support issues, such as “How to” and basic troubleshooting
- Gathering information from the User
- Analyzing the reported symptoms and attempting to identify the underlying problem
- Following troubleshooting flows provided by the Contractor to isolate and resolve issues

Level 2 Technical Support means:

- The advanced technical troubleshooting for issues that were unable to be resolved by Tier 1 Technical Support
- The support for issues affecting all users of the Software

C.3 Error Corrections & Updates - Definitions

- “**Error**” means a failure of the Software to conform to the documentation, resulting in the inability to use, or material restriction in the use of the Software.
- “**Maintenance Release**” means a revision of the Software released by Contractor to its customers generally, to correct Errors in the Software or to maintain the operation of the Software in accordance with the documentation.

C.4 Support Response Times

#	Severity	Description	Examples	Initial Response Time	Resolution Time
1	Critical	Business critical functionality is inoperable or critical interface has failed. This usually applies to a production environment and indicates an inability to access services resulting in a critical impact on operations. This condition requires an immediate solution.	<ul style="list-style-type: none"> • Production system is down or crashing frequently • A business-critical operation cannot be performed 	.5 hours	2 hours. If no solution is achievable then a plan including a resolution time must be provided to SMC Health.
2	High	Significant loss of application functionality or performance resulting in high number of users unable to perform their normal functions. Major feature/product failure; inconvenient workaround or no workaround exists. The program is usable but severely limited.	<ul style="list-style-type: none"> • Production system functioning with limited capabilities • System unstable with periodic interruptions 	.5 hours	4 hours. If no solution is achievable then a plan including a resolution time must be provided to SMC Health
3	Medium	Moderate loss of application functionality or performance resulting in limited users impacted in their normal functions. Minor feature/product failure, convenient workaround exists/minor performance degradation.	<ul style="list-style-type: none"> • Errors in production systems but still fully functional • Malfunction in non-critical functions 	1 business day	2 business days. If no solution is achievable then a plan including a resolution time must be provided to SMC Health
4	Low	The issue consists of "how-to" questions including issues related	<ul style="list-style-type: none"> • Need clarification of procedures or 	2 business days	5 business days. If no

#	Severity	Description	Examples	Initial Response Time	Resolution Time
		to one or multiple modules and integration, and inquiries, enhancement requests, or documentation questions.	information in documentation <ul style="list-style-type: none"> Attributes or options do not operate as stated Software enhancement requests Documentation is incorrect 		solution is achievable then a plan including a resolution time must be provided to SMC Health

Table C.4.1 – Support Response Times

Contractor will offer County support services credits, in hours and in accordance with this paragraph, that can only be adjusted towards fees payable for any ad-hoc customization work or additional services set forth under Section B.7 of Exhibit B. Every hour of support services credit is equivalent to \$160, provided that such services credits will not be paid in cash separately by Contractor. An ongoing log of Contractor’s support resolution times will be maintained by the Contractor’s account management and finance team and shared with County upon written request. Contractor will provide County with five (5) support services credits if any of the following target responses are not met within a given month (measured on a monthly basis, based on 24-hours*5-days availability for non-critical issues/24-hours*7-day availability for critical issues):

Severity Levels	Target Response
Severity 1 – Critical	90% of incidents are resolved within stated or proposed resolution time (as per the table C.4.1)
Severity 2 – High	90% of incidents are resolved within stated resolution time or proposed resolution time (as per the table C.4.1).
Severity 3 – Medium	90% of incidents are resolved per stated or proposed resolution time (as per the table C.4.1).
Severity 4 – Low	90% of incidents are resolved per stated or proposed resolution time (as per the table C.4.1).

Table C.4.2 – Severity Levels

C.5 - Escalation Matrix

The escalation matrix followed by Contractor as a part of the support is as described below:

Escalation Level	Contact Point	Role
Level 1	Deepanshu Gupta	Manager, Sustenance Engineering
Level 2	Manish Rathore	Customer Success Director (CSD)
Level 3	Anchal Nevatia	Sr Director, Sustenance Engineering

Table C.5 – Escalation Matrix

C.6 Maintenance Releases

During the Term, Contractor will make the Maintenance Releases available to the County if, as and when Contractor makes any such Maintenance Release generally available to its customers. If a question arises as to whether a Software offering is an upgrade or a new product or feature, Contractor’s opinion will prevail, provided that Contractor treats the Software offering consistently for its customers generally.

C.7 Software Availability

Contractor will use all reasonable efforts to maintain the availability of the Software to the County and Users as follows:

Category	Availability/Periodicity
Quarterly Availability / Uptime The availability percentage does not include interruptions due to Scheduled Downtime or Force Majeure or Exclusions in section C.8 below.	99.00%
Scheduled Downtime	1:00 am – 1:30 am local time weekly on weekends, or as Contractor otherwise notifies the County no less than 1 business day in advance.
Frequency of back-ups of user data and configuration data	One incremental back-up per day until 30 days after the end of an active event.

Table C.7 – Software Availability

Upgrades or changes: Contractor will work with the County in good faith to plan any software version upgrade, patching, or hardware changes. Any such software version upgrade, patching, or hardware changes will be scheduled and implemented only upon mutual agreement between Contractor’s and the County’s project management teams.

C.8 Exclusions

Contractor will have no liability for lack of availability due to: (1) outages caused by the failure of public network or communications components, (2) user errors, or (3) unauthorized use or misuse by the County or anyone other than Contractor using any of the County passwords, provided that Contractor has taken industry standard steps to protect the Software from unauthorized access, intrusion, and disruption.

C.9 County Reporting

The County will report any unscheduled system downtime and any error, bug, or defect in the Software within a reasonable amount of time upon becoming aware or receiving notice of such system downtime, error, bug, or defect.

C.10 Sole Remedies for Failure to Meet the Service Availability Level Commitment

For each calendar month in which Contractor has uptime of:

- less than 99% but above 90%, Contractor will upon the County’s request made within thirty (30) days of the end of the calendar month, provide the County with a written plan for improving Contractor’s Software uptime to attain 99% Software uptime and Contractor will promptly implement such plan;
- between 85% and 90%, Contractor will, upon the County’s request made within thirty (30) days of the end of that calendar month, provide the County with a service credit in an amount equal to five (5%) percent of the monthly fee attributed to the affected Software and the action plan under subpart (a) above; or
- less than 85%, Contractor will, upon the County’s request made within thirty (30) days of the end of that calendar month, provide the County with a service credit in an amount equal to ten percent (10%) the monthly fee attributed to the affected Software and the action plan under subpart (a) above.

The County will not exercise the rights in this Section C.10 without a reasonable basis or belief that the applicable uptime commitment was not satisfied. If the County believes that Contractor has failed to achieve an uptime commitment in any given month, Contractor will, promptly following the County’s request, provide a report that contains true and correct information detailing contractor’s actual uptime performance. This Section C.10 sets forth the County’s sole and exclusive remedy, and Contractor’s entire liability, for any failure to meet the Software uptime commitment.

D. Exhibit D - Special Terms

D.1 Access to Software

Subject to and conditioned on the County's compliance with the terms and conditions of the Agreement, Contractor will grant to the County, a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable right to access and use the Software specified in Exhibit A solely for its internal business purposes as may be further described in Exhibit A. The County may exercise this right only during the term of the Agreement and only within the United States of America in accordance with specification for the Software provided to the County. The County's right to access the Software will cease immediately upon the expiration or termination of this Agreement.

D.2 Contractor Rights

- Contractor reserves the right, in its sole discretion, to make any changes to the Software and Contractor Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Contractor's services to its customers; (ii) the competitive strength of or market for Software and Contractor's services or (iii) the Software's cost efficiency or performance or; (b) to comply with applicable law.
- Contractor has and will retain sole control over the operation, provision, maintenance and management of the Software, Services and Contractor Materials, including the location(s) where any of the Services are performed.
- Contractor may monitor and use for its internal purposes any information relating to the County's and Users' usage of the Software and Services, for example, number of Users, usage levels, nature and type of application usage, transactions processed, configurations, and reports processed using the Software and Services (hereinafter, "Analytics").

D.3 Authorization Limitations and Restrictions

The County's and Users' access to and use of the Software and any Contractor Materials is subject to the restrictions in this Section. County or its Users will not, except as the Agreement expressly permits:

- Copy, modify or create derivative works or improvements of the Software or Contractor Materials, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Software or Contractor Materials to any third party
- Use or authorize the use of the Software or documentation for any purpose that is unlawful under applicable law
- Input, upload, transmit or otherwise provide to or through the Software or Contractor Materials, any information or materials that is:
 - unlawful or injurious, libelous, threatening, obscene or would violate the copyright or other intellectual property right or privacy right of any person; or
 - contain, transmit or activate any virus, worm, malware or other malicious computer code
- Bypass or breach any security device or protection used by the Software or Contractor Materials or access or use the Software or Contractor Materials other than by an User through the use of his or her own then valid access credentials

D.4 Third-Party Materials

All Third-Party Materials are provided "as is" and Contractor does not make any representation or provide any warranty regarding any Third-Party Materials, provided that Contractor will identify the Third-Party Materials prior to providing the same to the County and give the County the opportunity to review and agree to the applicable third-party terms.

D.5 County Obligations

The County will at all times:

- Be responsible for the acts or omissions of Users
- Be responsible for granting Contractor the access to the Data and the County Systems and all information, instructions, and materials as required for Contractor to perform its obligations under the Agreement
- Have the sole responsibility for all access to and use of the Software and Contractor Materials directly or indirectly by or through the County Systems or its Users' access credentials

D.6 Security Requirements

The Contractor will ensure the following:

- Contractor must demonstrate that employees have undergone a background security check.
- Employees, for the project, must be located in the United States and India or located in a country approved by the County.
- Contractor must provide evidence, upon request, that employees are provided training to handle confidential data including a yearly security awareness training.
- Contractor must adhere to all County policies and procedures as specified in Exhibit L – Vendor/Contractor Access Policy and will utilize all reasonable means and due diligence to protect the confidentiality and security of the County's data.
- Contractor must ensure against data leakage, especially for sensitive/confidential data.
- Anti-virus and malware protection must be installed and active on all computing devices used to remote into the County or accessing County data. Anti-virus and malware protection must be continually updated.
- APIs security testing must be performed for potential exploits as well as vulnerabilities. API testing must include integration testing, functional testing, and reliability testing. Additionally, APIs must be monitored to ensure proper performance.
- All hosting and backup storage must be located in the United States.
- Contractor must ensure security controls including monitoring and security event management.
- System must provide patching processes including security fixes and updates and applied based on criticality.
- Contractor must have an Incident Response Plan including notification of any breaches and/or data loss events within 24 hours.

E. Exhibit E – Corporate Compliance SMMC Code Of Conduct (intentionally omitted)

This exhibit was not applicable to SO1 per SMCH and it was intentionally omitted.

F. Exhibit F – Change Control

F.1 Overview

If either party wishes to change the scope or provision of any of the Services in Exhibit A, that party will submit the request per the Change Control process here. The other party will consider such request, but no change will have effect unless and until each party approves such change request in writing and signed by the authorized signatories of both parties. Authorized signatories for the County: the CIO of SMCH, Authorized signatories for Contractor include: the Contractor's CFO or COO.

F.1 The Change Control Process

To request change approval with the County:

1. The Requestor completes the following Change Request Form.
2. The Requestor emails the completed form to the County Program Manager (Single Point of Contact [SPOC] for the County), including any pertinent attachments and links.
3. The County Program Manager works with the Requestor to complete the form and discuss any issues or gaps.
4. The County Program Manager facilitates the County and/or Contractor review process (allowing 2 weeks) and notifies all stakeholders of the results, then enters the results in a Change Control Log.
5. Once approved by all parties, the County Program Manager facilitates the signature process.
6. With all signatures in place, the County Program Manager forwards all of the documents to the HIT Contracts Administrator, who retains the documents.
7. All work identified in the Change Request can proceed.

F.2 The Change Request Form

Following is an example of the Change Request Form. The actual form will be available online and provided to Contractor as needed.

Change Request Form	
1 – General Information	
Change Title	
Change Control Number	Assigned by the County
Request Date	mm.dd.yyyy
Requestor Name	
Requestor Contact Info	
2 – Description	
Change Description	
Product Name	
Division Name	
Release Phase	
Downstream Impacts	
3 – Dates	
Start Date	mm.dd.yyyy
Estimated Release Date	mm.dd.yyyy
4 – Hours & Costs	
Maximum Hours	
Maximum Cost	
Accepted by San Mateo County	
Name	
Title	
Date	mm.dd.yyyy
Signature	
Accepted by Innovaccer	
Name	
Title	
Date	mm.dd.yyyy
Signature	

Change Control Form F.1 – Example

G. Exhibit G

This section is intentionally skipped

H. Exhibit H - Health Insurance Portability & Accountability Act (HIPAA), Business Associate Requirements

H.1 Definitions

1. **Terms** used, but not otherwise defined, in this Schedule will have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.
2. **Business Associate.** "Business Associate" will generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement will mean Contractor.
3. **Covered Entity.** "Covered entity" will generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement will mean the County.
4. **HIPAA Rules.** "HIPAA rules" will mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
5. **Designated Record Set.** "Designated Record Set" will have the same meaning as the term "designated record set" in Section 164.501.
6. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
7. **Individual.** "Individual" will have the same meaning as the term "individual" in Section 160.103 and will include a person who qualifies as a personal representative in accordance with Section 164.502(g).
8. **Privacy Rule.** "Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
9. **Protected Health Information.** "Protected Health Information" (PHI) will have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of the County.
10. **Required By Law.** "Required by law" will have the same meaning as the term "required by law" in Section 164.103.
11. **Secretary.** "Secretary" will mean the Secretary of the United States Department of Health and Human Services or his or her designee.
12. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI is presumed to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:
 - a. Nature and extent of PHI included identifiers and likelihood of re-identification
 - b. Identity of the unauthorized person or to whom impermissible disclosure was made
 - c. Whether PHI was actually viewed or only the opportunity to do so existed
 - d. The extent to which the risk has been mitigated.
13. **Security Rule.** "Security Rule" will mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

14. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
15. **Security Incident.** "Security Incident" will mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

H.2 Obligations & Activities of Contractor as Business Associate

1. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Exhibit or as Required By Law.
2. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by the Agreement and this Exhibit.
3. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures under HIPAA.
4. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
5. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Exhibit.
6. Business Associate agrees to report to the County any use or disclosure of Protected Health Information not authorized by this Exhibit.
7. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the County, agrees to adhere to the restrictions and conditions on the use and disclosure of PHI that are no less stringent than those that apply through this Exhibit to Business Associate with respect to such information.
8. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the written request of the County, and in the time and manner required under HIPAA, to Protected Health Information in a Designated Record Set, to the County or, in order to meet the requirements under Section 164.524.
9. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the written request of the County, and in the time and manner required under HIPAA.
10. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of the County, available to Secretary to the extent required by law, in a time and manner designated by the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.
11. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
12. Business Associate agrees to provide to the County within twenty (20) days of receiving a written request by the County, information collected in accordance with Section (k) of this Schedule, in order to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

13. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of the County.
14. Business Associate will conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
15. Business Associate will ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
16. Business Associate will report to the County any Security Incident within three (3) business days of becoming aware of such incident. provided, however, that the parties hereby agree that inclusion of this Section will be deemed to constitute notice of all Unsuccessful Security Incidents. No further notice of Unsuccessful Security Incidents will be required. For purposes of this Exhibit, "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on a firewall, unsuccessful login attempts, denial of service attacks, port scans, and any combination of the above, provided that no such incident results in an unauthorized access, use, or disclosure of EPHI.
17. Business Associate will also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law
18. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Exhibit, the underlying contract as or required by law.

H.3 Permitted Uses & Disclosures by Contractor as Business Associate

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the County as specified in the Agreement and this Exhibit; provided that such use or disclosure would not violate the Privacy Rule if done by the County as a Covered Entity.

H.4 Obligations of the County

1. The County will provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
2. The County will provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
3. The County will notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.
4. The County represents and warrants to Business Associate that it has obtained all rights and permissions required to use and disclose Protected Health Information under this Exhibit and grant the rights to use Protected Health Information to Business Associate hereunder.

H.5 Permissible Requests By the County

The County will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by the County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement and/or this Exhibit provides for, data aggregation or management and administrative activities of Business Associate, or to carry out the legal responsibilities of Business Associate.

H.6 Duties Upon Termination Of Agreement

1. Upon termination of the Agreement, for any reason, Business Associate will return or destroy all Protected Health Information received from the County, or created, maintained, or received by Business Associate on behalf of the County, that Business Associate still maintains in any form. This provision will apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the Protected Health Information
2. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate will provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate will extend the protections of this Exhibit to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

H.7 Miscellaneous

1. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
 2. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for the parties to comply with the requirements of the Health Insurance Portability and Accountability Act, Public Law 104-191 and any other applicable law.
 3. **Survival.** The respective rights and obligations of Business Associate under this Schedule will survive the termination of the Agreement.
 4. **Interpretation.** Any ambiguity in this Schedule will be resolved in favor of a meaning that complies and is consistent with HIPAA.
 5. **Reservation of Right to Monitor Activities.** The County reserves the right to monitor the security policies and procedures of Business Associate in accordance with the frequency and restrictions mutually agreed between the parties.
 6. **Limitation of Liability.** All obligations of Business Associate hereunder will be subject to the limitation of liability clause in the Agreement.
- I. Exhibit I – Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended (intentionally omitted)**
- J. Exhibit J - Intellectual Property Rights (Intentionally Omitted)**

K. Exhibit K - Technical Inventory / List of SMCH Systems

Following is the list of SMCH systems included in the discovery process and deliverables encompassed by this contract. Note: these are the same systems listed in the RFP requirements. Systems added in the future will require a formal change control process.

Application Name	Application Description / Business Purpose	Divisions using the App	App Vendor Name	App Version
1eAP	State system	FHS		
3MCRS	Medical Coding	SMMC	3M	v18.04.1.0
ADAP	State application that contains people eligible for medications	PHPP	California Dept of Public Health	
ARIES	State client management system that provides comprehensive data for program reporting and monitoring.	PHPP	California Dept of Public Health	
Arkray/AU 4050	SMMC Lab instrument analyzer	SMMC Lab	Arkray	
ATKS	County timekeeping system	All Divisions		
Audiology	Used to conduct hearing tests and fit hearing aids	Health System		
Avatar	Family Health / Electronic Health Record	FHS	Avatar	Build 2194
Avatar (BHRS Health Instance)	Clinical, fiscal, administrative and management information for BHRS	BHRS	Netsmart Technologies	
Avery Dennison (Printer)	Lab barcode label printer	SMMC Lab	Avery Dennison (Printer)	(printer device)
AVSS	Automated Vital Statistics System (AVSS) automates is used to improve the timeliness and accuracy of birth certificates by automating their production at the hospital of birth, it is used to automate other public health paper records such as confidential morbidity reports and death certificates.		California Dept of Public Health	
AVSSFX (Automated Vital Statistics System File Exchange)	Secure File Transfer program which connects to the AVSS server	PHPP	California Dept of Public Health	
Baxter Gateway	Safety Management System	SMMC	Baxter	1.0.13 with CQI1.6
Biosense	A secure integrated electronic health information system that hosts standardized analytic tools and facilitates collaborative processes.	PHPP	NSPP & Centers for Disease Control and Prevention (CDC)	Version 1.4.4, Database-Build-1647
Biscom Fax Server	Novius Lab Fax Server	SMMC Lab	Biscom Fax Server	(FAX Server)
Caduceus	Materials Management software	Health System	Caduceus Systems LLC	3.11R2
CA-EDRS (California - Electronic Death Registration System)	California's system for electronic death certificate origination and registration.	PHPP	California Dept. of Public Health	
CA-FDRS (California - Electronic Fetal Death Registration System)	California's system for electronic fetal death certificate origination and registration.	PHPP	California Dept of Public Health	
CAHAN	State application for emergency preparedness planning and other initiatives that strengthen state and local preparedness.	PHPP	California Dept of Public Health	
CalOHMS	Substance Abuse Reporting	BHRS	California Department of Health Care Services	
CAIR2 (California Immunization Registry)	State immunization registry. Manual entry for ambulatory and FHS. Automated data transfer for inpatient. (Ask Brad for data transfer file 7/2)	PHPP, SMMC, FHS, CHS	California Dept of Public Health	Version 2.3.3.3
CalREDIE	State application for electronic disease surveillance and reporting.	PHPP, Health System	California Dept of Public Health	
CalWIN	State medical processing system	HCU), BHRS		
Cerner EDM		SMMC		25.3.0.1949

Application Name	Application Description / Business Purpose	Divisions using the App	App Vendor Name	App Version
CERS Integration Wizard (CIW)	CERS Integration Wizard is the database/process used to pull data from State's CERS system and to upload data from EnvisionConnect to CERS. (works with EnvisionConnect)	Environmental Health (EHS)	Accela	
ChartWise	Clinical Documentation Management Module	SMMC	ChartWise	2
ClinView	Viewing xrays	SMMC - Clinics	Kavo	Version 3
CMIPS II	Case management and payroll system for IHSS program	Aging and Adult Services (AAS)	Office of Systems Integration (OSI) & California Department of Social Services (CDSS) Adult Program's Division	II
CMSnet	Financial, Medical Eligibility, and Care Coordination for CHDP	Health System	CMSnet	
Cocasa Access DB	Every 2 years children's vaccine records are entered for reporting purposes.	FHS	CoCasa	
Colburn Hill/Priority	Priority Tool- Account follow up/AR management	Revenue Cycle Depts	Colburn Hill Group	
Compass	Human Services Agency system	HCU		
CSOS	The DEA's controlled substance ordering site	Health System		
CURES	Medication scheduling for opiates	Health System		
Dental X-Ray Imaging	Cliniview software used to import scanned x-rays from Soredex scanners, as well as direct digital x-ray images from Panorex.	Health System		
Dimension Reports	Cloud-hosted Service to maximize state billing for BHRS	BHRS		
DSS	Report services with eCW data	SMMC		
Echopacs	Echo/cardio ultrasound imaging information system	SMMC - Radiology	GE	R113 R1.1
eClinicalWorks	Ambulatory Care electronic health record	SMMC - Clinics	eCW	V10 SP2 C48
ECQM	Cerner quality reporting from EMR	SMMC		
EDRS	State system piloting	PHPP		
eHARS	State system For HIV surveillance	PHPP		
EMPI	Enterprise Master Person Index	All	NextGate	
EnvisionConnect	The main database for Environmental Health. Data includes all regulated facility program and inspection information and is the primary billing/AR for the Division.	EHS	Accela	
Envision Connect Remote (w/ EnvisionConnect)	EnvisionConnectRemote is the application that inspectors use to enter their inspections on their laptop in the field.	EHS	Accela	
EPOC	Patient Blood Gas Analysis System	Health System, SMMC Lab Point of Care	Siemens	
EtO (efforts to Outcomes)	National system	FHS	ETO	
EvaulationWeb	Tracking the contract deliverables for the HIV Prevention Contract	PHPP	CDC & Luther Consulting LLC	
FirstWatch	Provides data and incident Data flows received from the CAD system and ED system and American Medical Response (AMR) Meds data	EMS	FirstWatch	
HCIN		SMMC - Clinics	HCIN	Android 8.2.0.213
HCLL Blood Bank	Blood bank Inventory & patient blood transfusion (Read only for the archived data)	Health System SMMC Blood Bank	Mediware	
HealthSuite	Authorization, and workflow system	SMMC and other Health Divisions	Health Plan of San Mateo	
HOMCare2	IHSS and Public Guardian Registry Management System	AAS	RTZ Associates	

Application Name	Application Description / Business Purpose	Divisions using the App	App Vendor Name	App Version
iBE	Communication point app between Phillips products and HIS	SMMC - Radiology	Phillips	B.04.1.4
iECG (AKA: TRACEMASTERVue)	Electrocardiogram management system	SMMC - Radiology	Phillips	B.00.00.07
Informatica	Used for ETL processes	BHRS	Informatica	
InQuiry		SMMC	Webmedx (Nuance)	msnemd-wap116 server 0.094s client: 0.368s (Version 3.15)
Interqual	Support medical utilization and payment	SMMC - Resource Management	McKesson	16.0 199
INVISION/OAS GOLD	Patient Management/Accounting system	SMMC	Cerner	
ISIS	WIC client information is entered.	FHS	State System	
Labcorp	Sends results to Avatar (one way)	BHRS	Labcorp	Vendor supported
LexisNexis Accurint	Provides people/assets search capability	AAS	LexisNexis	
Liquid Planner	Project management software	SMMC	Liquid Planner	
MDM Analytics	web app for public HHW appointments, via desktop/iPad for in-house appointments and site management	EHS	MDM Analytics	
Med Keeper	Maintain USB 9-7 compliance - that is relatively new	SMMC		
MedBridge	On-line education platform	SMMC - Rehab	MedBridge	
MedHoK	Used by Health Plan to manage cases. Family Health staff use system.	FHS		
Medication Administration Check (MAC)	Used for administration of medication	SMMC		
MediTract	To be sunset March 2018	SMMC - Materials Management	MediTract/Tract Manager	
MEDS	Read Only Access used to verify Financial Eligibility validate client information	All service Divisions	State	
MicroScan Walkaway	Lab Microbiology analyzer order/result interface to Novius Lab	Health System	Beckman Coulter	
Microsoft Azure cloud platform including: Power Apps				
Logic Apps				
Microsoft O365				
Microsoft Power BI				
Microsoft Teams				
MiPACS	Dental Imaging PACS System	Health System / Dental	Medicor Imaging	3.1.1404
Mirth Results Health Information Exchange (HIE)	Health Information Exchange (HIE) Vendor	Health System	MIRTH/NextGen	
MMP	Create a State-authorized medical marijuana identification card	PHPP	California Dept of Public Health	
Novius LAB application	SMMC Lab application	SMMC - Lab	Novius LAB application	V27.2.2
NRC Health Real-Time Feedback	Real-time monitoring of patient satisfaction	Health System		
NSSP National ... (Surveillance)	National surveillance system for CDC	PHPP		


Application Name	Application Description / Business Purpose	Divisions using the App	App Vendor Name	App Version
OFAS	County financial system	FHS		
One e-App	It is a tool that determines the programs that a patient qualifies for by entering demographic information.	HCU	One e-App	
OneSign	Healthcare security through single sign-on	ALL	Imprivata	
Optum - ORM Security	Information and network security	SMMC OR	PICIS	8.6.102.6
Optum-ORManager		SMMC OR	PICIS	8.6.102.6
Oracle Reporting Database (Oracle Data Warehouse)	Reporting Database for BHRS	BHRS	Oracle and ISD	
Orchard\Harvest	Public Health (LIS) Lab Information System	PHPP	Harvest	Build 10 - 160707
OrderConnect	Perscription (Rx) System for BHRS	BHRS	Netsmart Technologies	2018
Organizational Intelligence (OI)	Financial reporting, analysis and budgeting.	Finance & Accounting across all Divisions	Organizational Intelligence	Version 7.6405
Pak-Edge	Pharmaceutial labeling and bar code	SMMC - Pharmacy	MedPak	1.0.133.3106
Pano PG / Pano PA	Estate Management and Rep Payee	AAS	Panoramic Software, Inc.	
Panoramic	Public guardian trust accounting system	AAS		
Pathlinks	Long term care facilities and operations	SMMC	Achieve	9.1.5.2
Patient Care Records	Mobile application that recordss patient info, treatment and interaction	EMS		
Peer Counselor Database (PCDB)	Client information relatated to Peer Counseling	FHS	PHFE WIC	
Pharmacy / MAK	Inpatient pharmacy mgmt and medication administration documentation	SMMC - Pharmacy	Cerner	4.01
Pharmacykeeper	Pharmacy operational processes	SMMC - Pharmacy	MedKeeper	
PICOM 365	PACS system to store diagnostic images	SMMC - Radiology	ScImage	32.0.2
Picom/ScImage	PACS - picture archiving and communication system, stores digital images from different modalities	Health System		
PIIC IX	central patient monitoring	SMMC - Nursing	Philips (Telemetry)	
Powerpath	Application for the Pathology dept.	SMMC - Pathology	Sunquest	10.2
PowerScribe 360	Speech recognition dictation system for Radiology	SMMC - Radiology	Nuance	12.52.150.099
Powershare	Network for sharing diagnostic images between different parties	SMMC - Radiology	Nuance	5.5.56.0
ProvderConnect	Provider portal to submit Continuing Authorizations and electronic billing	BHRS	Netsmart Technologies	2019
Public Portal	Public Portal used by HazMat businesses to login and enter their data and the public to enter a complaint or records request online.	EHS	eCompliance	
Pulsecheck/ PICIS	Emergency Department EMR	Health System		
Pyxis	Inpatient medication and anesthesia dispensing stations and inventory management	SMMC - Pharmacy	BD	Medstation 4000
Q	Case Management application for the Aging and Adult Services Division	AAS	AssureCare	14.1.1
Q57	Population Health Determinations	SMMC		
QC-Track	Tracking app for equipment quality checking	SMMC - Radiology	Atirix	5.2.21
Qmatic	Tracks blood draw wait times	SMMC - Pharmacy / Lab	Qmatic	4 (1.8.2.8)
QS1 PrimeCare	Pharmacy Managmenet System for Long-term care, mentla health, and skilledn uring	SMMC - Long Term Care	QS1	19.1.22D
QuadraMed	EMPI	SMMC - Nursing	QuadraMed	8.6.1 build 1

Application Name	Application Description / Business Purpose	Divisions using the App	App Vendor Name	App Version
Quest Reference Lab interface	Reference lab	Health System, SMMC Lab dept	Quest Diagnostics	
Raptor	Raptor processes data directly from WIC MIS application and formats it into canned reports	FHS	PHFE WIC	
Rascal	State Lead reporting application. Read Only		State	
RCKMS (Reportable Condition Knowledge management System)	System that automates reporting of conditions from EMR	PHPP		
ReddiNet	It facilitates information exchange among hospitals, EMS agencies, paramedics, dispatch centers, law enforcement, homeland security, public health officials and other health care system professionals in local and regional communities.	EMS	Hospital Association of Southern California	
Rescue	Scheduling for employees and some OR	SMMC		
RES-Q		SMMC - Nursing	RES-Q	V12.06.09
Roche/Cobas 6000 (A)	Lab instrument analyzer - order/result	Health System, SMMC Lab dept	Roche	
Scheduler	Server that runs BI jobs	HIT		
ScriptPro	OP Rx dispensing robot	SMMC - Pharmacy	ScriptPro	07.18.60
SecurView Dx	Viewing mammograms	SMMC - Radiology	Hologic	9.0.2.049
Sentri7	Real time clinical surveillance	SMMC - Pharmacy	PharmacyOneSource	2018R1
Sentry Data Systems	Cloud-based 340B review, eligibility, and replenishment system that we send a lot of data to, daily.	SMMC - Pharmacy	Healthcare Intelligence Company	
SMCHLink (TelmedIQ)	HIPAA compliant secure text messaging, mobile paging, and on-call scheduling via mobile app or web-client.	HIT	TelmedIQ	
SMVACS	Annually schedules are setup to organize and schedule staff for flu clinics	FHS	Eugene Pallas	
Soarian Clinicals (EHR/EMR)	Inpatient EMR	Health System	Siemens	
Soridex	Viewing xrays	SMMC		
STATS Database	Recording the process types performed by providers	CHS	ISD	
STEMI	Records and analyzes ST-segment elevation myocardial infarction visits from hospitals in the County.	EMS		
STX Transfusion service system	Haemonetics STX Blood Bank application for the SMMC Lab dept.	SMMC - Blood Bank	Haemonetics	V3.12
SyngoWorkflow	Radiology information system	SMMC - Radiology	Siemens	VB30E
SyngoWorkflow - mammography module	Mammography information system with the RIS	Health System		
TelCor	Public Health OIS Revenue Cycle Management	PHPP	TelCor	Build 14.0.1.11
Telcor QML	All Point Of Care (POC) devices result interface into this server, and then transmit to Novius Lab system	SMMC - Lab (POC)	Telcor QML	V2.3.24.5
Telederm	teledermatology	SMMC - Clinics	Medweb	Medweb server 7.0.11
Teletask (WIC Auto Dialer)	A file is downloaded from the WIX website and copied to a computer that is running the Auto upload software. The file is then transferred to the cloud and run on schedule.	FHS	Teletask	
TempSys - CheckPoint	The CheckPoint temperature monitoring software enables the SMMC & the Health System to remotely monitor refrigerators, freezers and other vital appliances throughout the facility in real-time.	Health & SMMC	Mesa Labs	
TRIM	Document and records management system	SMMC	TRIMS	V10.0.1.3


Application Name	Application Description / Business Purpose	Divisions using the App	App Vendor Name	App Version
UDS	Demographics	SMMC		
Vital Records	Birth and death records	PHPP		
VitalDocs	Automated storage and retrieval system for Birth & Death Certificates and recording.	PHPP	Recorders Office	
Workday	Staff information, including location, contact information, supervisory information. Not apply for contracted specialist providers	All Divisions		

Table K.1 – Technical Inventory

L. Exhibit L – Vendor/Contractor Access Policy



COUNTY OF SAN MATEO



Vendor/Contractor Access Policy

Policy Update: 10/22/2018

Overview

Vendors/Contractors play an important role in the support of hardware and software management for San Mateo County. They may be required to access, configure, maintain, and provide emergency support for systems. As a result, the vendor/contractor can be exposed to sensitive data or the need to connect to the County's network may expose the County to unwanted virus or security threats.

Policy Purpose

The purpose of this policy is to establish rules and responsibilities for the vendors/contractors who require not only physical access but also access to the County's network and information resources. This policy is intended to minimize potential exposure from damages and to mitigate any liability to the County as a result of unauthorized use.

Scope

This policy applies to all vendors/contractors who require access to County facilities as well as access to the County's network using non-County owned computing devices to perform work on behalf of the County. This policy also applies to all portable computers (laptops) and portable computing devices (devices that have similar hardware and software components used in personal computers such as a tablet PC).

Policy

Vendor/contractors shall:

- A. Only use information and systems for the purpose of the business agreement with County and any information acquired in the course of the agreement shall not be used for personal purposes or divulged to others.
- B. All contractors and vendors contracting with the County shall provide a list of its employees that require access to the County's system and data pursuant to the agreement
 1. The list shall be updated and provided to the Departments and Chief Information Officer (CIO) or his/her designee within 24 hours of staff changes.
- C. Safeguard all County data by:
 1. Utilizing data encryption to protect information on computing devices.
 2. Securing the computing device at all times; especially if the device is left unattended for any length of time.

3. Implementing precautions to prevent others from viewing on-screen data in public areas.
 4. Notifying the County immediately if the mobile device containing County data or used in the performance of County activities is lost or stolen.
 5. Not downloading, uploading, or maintaining, on a computing device, any information that is considered sensitive without authorization of his/her Project Manager or Department Head or his/her designee.
- D. Vendor/contractor shall use unique accounts and password management that complies with the County's Information Technology (IT) Security Policy.
1. All passwords and accounts shall be unique to the vendor/contractor and shall not be shared.
- E. Vendor/Contractor shall take reasonable steps to protect against the installation of unlicensed or malicious software.
1. All commercial software installed must have a valid license and that the terms, conditions, and copyright laws shall be strictly followed.
- F. All County-owned software installed on the computing device must be removed when the vendor/contractor services are terminated.
1. Upon termination of work, the vendor/contractor shall return or destroy all County information and data as well as provide written certification of that return or destruction within 24 hours.
- G. Remote access rules and procedures shall be strictly adhered to.
1. Remote access usage must be confined to provide support for County systems; personal use shall be strictly prohibited.
- H. In the event that a vendor/contractor disposes of a computing device containing County's confidential information and/or data, the device must be sanitized in such a way that does not allow for the retrieval of data and by Department of Defense (DOD) standards.
1. Alternatively, computing devices may be physically destroyed by a method that leaves the device's data unrecoverable.
- I. Vendor/contractor understands that its written security protocols for County-related business shall be available for inspection by the County upon request.
1. For the period that the computing device is on the County's network, there is no expectation of privacy with regard to the contents of the device despite the fact that it is a privately-owned equipment.
- J. Vendors/contractors must wear visible identification and if issued a County cardkey, the cardkey must be visible at all times. Use of another individual's cardkey is expressly prohibited.
- K. Vendor/Contractor access to County data center(s) must be authorized and approved in writing by the Chief Information Officer (CIO) or his/her designee.

Responsibilities



The vendor/contractor will be responsible for assuring that anti-virus software, with scanning and update services be applied, is installed on its computing device used for County business and that the anti-virus software meets the requirements as set forth in the County's IT Security Policy and the Virus, Patch, and Vulnerability Management Policy. Vendor must also ensure that all computing devices have operating system security patches installed and are updated on a regular basis.

Additionally, computing devices, such as laptops and/or tablets, must include an approved encryption program with configuration that meets or exceeds the County's IT Security Policy.

Vendor/Contractor device(s) may connect directly to the County network with express written approval from the CIO or his/her designee. The Vendor/Contractor must verify to the County that the device(s) have been patched, virus protected, and encrypted. Vendors using devices without approved software and encryption will not be permitted to connect to the County's network.

It is also the responsibility of the vendor/contractor to be familiar with the following policies to ensure its adherence:

- IT Security Policy
- Internet Usage Policy
- Email Policy (if applicable)
- Virus, Patch, and Vulnerability Management Policy
- Data Center Policy

Policy Enforcement

The Director of ISD (CIO) is the policy administrator for information technology resources and will ensure this process is followed. Additionally, Division Directors, Department Heads, and managers are responsible for compliance with County policy within their respective administrative areas.

Those vendors who violate this policy may be subject to contract termination, denial of service, and/or legal penalties, both criminal and civil.

Revision History

Effective Date	Changes Made
November 1, 2004	Policy established
October 22, 2018	Policy updated

Image L.1 – Vendor / Contractor Access Policy