

Solicitation 017-725001-RR

Risk and Claims Management Information System (RCMIS) Software Solution

Bid designation: Public



County of Orange

Bid 017-725001-RR Risk and Claims Management Information System (RCMIS) Software Solution

Bid Number 017-725001-RR
Bid Title Risk and Claims Management Information System (RCMIS) Software Solution

Bid Start Date Dec 5, 2012 2:19:58 PM PST
Bid End Date Jan 22, 2013 4:00:00 PM PST
Question & Answer End Date Jan 2, 2013 2:00:00 PM PST

Bid Contact Robin A Rios
Administrative Manager I
robin.rios@ceoit.ocgov.com

Standard Disclaimer The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.

Changes made on Dec 6, 2012 9:36:46 AM PST

New Documents RCMIS RFP Final.docx

Changes were made to the following items:

[Risk and Claims Management Information System \(RCMIS\) Software Solution](#)

Description

The County of Orange is seeking qualified firms to provide a software solution for the County Executive Office of Risk Management.

All questions or requests for clarification of the RFP must be submitted via BidSync.com (RFP # 017-725001-RR) by 2:00 p.m. PT on January 2, 2013.

There is no pre-proposal conference for this RFP.

If you are not currently registered with BidSync, it is a free service. Contact BidSync Customer Service at 800-990-9339. They can assist you with your County of Orange Registration. You must be registered to receive any/all notifications, participate in the Question and Answer segment and to receive any addendums to this RFP. See Section I, article C; Instruction to Offeror and Procedure for Submittal.

Added on Dec 6, 2012:

12/6/12 - Addendum 1 - issued to add a Microsoft Word version of the RFP.

Changes made on Dec 6, 2012 9:36:46 AM PST



COUNTY OF ORANGE CEO/IT

REQUEST FOR PROPOSAL FOR:

**RISK & CLAIMS MANAGEMENT INFORMATION
SYSTEM (RCMIS) SOLUTION**

RFP No. 017-725001-RR

FILE FOLDER 725001

REQUEST FOR PROPOSAL



COUNTY OF ORANGE
 CEO/IT Division
 1501 E. St. Andrew Place
 Suite 200
 Santa Ana, CA 92705
 (714) 567-7506

**PROPOSALS MUST BE RECEIVED BY
 OR PRIOR TO:
 4:00 P.M.
 ON OR BEFORE
 January 22nd 2013**

Proposal Number
017-725001-RR

County CEO/IT File Folder Number:
725001

INSTRUCTIONS

1. SUBMIT 1 ORIGINAL, 5 COPIES AND 1 CD ROM IN MS WORD (PREFERRED) OF YOUR PROPOSAL
2. RETURN THIS PAGE SIGNED, WITH PROPOSAL.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP #017-725001-RR AND DELIVERED IN A SEALED ENVELOPE OR PACKAGE.

RFP Release Date: December 5, 2012

**REQUEST FOR PROPOSAL ("RFP")
 COVER PAGE**

Project Title: Risk and Claims Management Information System (RCMIS) Solution

The County of Orange, County Executive Office/Information Technology (CEO/IT), hereinafter referred to as "County", is soliciting Proposals, on behalf of the County's Office of Risk Management, from interested and qualified firms, hereinafter referred to as "Offerors", to provide Risk and Claims Management Information System (RCMIS) solution which includes software licenses, software and hardware implementation, software integration, software training, documentation, and annual software and hardware hosting, maintenance and support. The RCMIS software solution must be able to integrate with other County owned software systems through industry-standard interfaces. The awarded contract(s), hereinafter referred to as "Contract," will be a fixed fee Contract between the County and selected Offeror. A detailed Scope of Work concerning the County's requirements is provided herein as Attachment A.

This Request for Proposal(s) is set out in the following format:

- SECTION I. Introduction and Instructions to Offerors
- SECTION II. Proposal Response Requirements/Minimum Qualifications
- SECTION III. Model Contract with Attachments & Exhibits

PROPOSALS ARE DUE ON OR BEFORE January 22nd, 2013, 4:00 PM Pacific Standard Time.

Proposals must be submitted in sealed packages.

All questions and inquiries related to this RFP must be sent to www.BidSync.com [RFP #017-725001-RR]. For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339 Customer Care Option. Offerors are not to contact other County personnel with any questions or clarifications concerning this RFP. The Information Technology Office DPA will provide all official communication concerning this RFP. With respect to this RFP, any County response other than from the DPA and in writing will be unauthorized and the County shall bear no responsibility for any and all reliance upon the unauthorized communication.

I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS AND CONDITIONS HERewith AND I AM SUBMITTING A RESPONSE TO THIS SOLICITATION.

Date	Company Name	
*Authorized Signature	Print Name	Title
*Authorized Signature	Print Name	Title

* If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

RETURN THIS SHEET WITH YOUR PROPOSAL

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SECTION 1

INTRODUCTION
AND
INSTRUCTIONS TO OFFERORS

SECTION I. INTRODUCTION AND INSTRUCTION TO OFFERORS

A. Introduction

The County is seeking proposals from Offeror(s) who can provide “out-of-the-box” Risk and Claims Management Information System (RCMIS) solution which includes software licenses, software and hardware implementation, software integration, software training, documentation, and annual software and hardware hosting, maintenance and support. The County is NOT seeking the development of a customized software program/system, but instead is soliciting qualified firms who can provide a license for existing and fully operational software. Refer to Section III, for an expanded description of the Scope of Work. The Offeror’s software solution is expected to provide all the functionality that will fulfill or exceed the requirements and conditions as set forth in this RFP without the need for manufacturer product customization or Value Added Reseller (VAR) consulting services. The selected Offeror will be required to integrate the software solution with other county software solutions through industry-standard interfaces.

B. Proposed Time Schedule

Date	Action
December 5, 2012	Release of RFP
January 2, 2013	2:00 P.M. PST Deadline to submit questions or request clarification to this RFP via BidSync.com (RFP # 017-725001-RR)
January 22, 2013	RFP Close Date and Time - 4:00 P.M. Pacific Standard Time
January 24, 2013	Written Proposal Evaluation Begins
February 21, 2013	Invitation to Finalists’ Oral Presentation
March 1, 2013	Finalists’ Solution Demonstrations (Proof-of-Concept)
May 14, 2013	Recommendation of Award presented to Board of Supervisors for approval

Note: The County reserves the right to modify these dates if necessary.

C. Instruction to Offeror and Procedures for Submittal

- Clearly identified Proposals are due by 4:00 p.m. PST on January 22, 2013, and are to be delivered in a sealed package to:

Re: **RFP: 017-725001-RR for Risk and Claims Management Information System (RCMIS) Software**

Attn: Robin Rios

County of Orange
 CEO/IT Division
 1501 E. St. Andrew Place, Suite 200
 Santa Ana, CA 92705

Facsimile and e-mail proposals will NOT be accepted.

CEO/IT Regular Business Hours:

Monday through Friday 8:00 A.M. to 5:00 P.M. PT

Closed for Holidays:

Christmas Tuesday, December 25, 2012

New Year's Day Tuesday, January 1, 2013

Martin Luther King, Jr. Day Monday, January 21, 2013

Lincoln's Birthday Tuesday, February 12, 2013

Proposals must be time-stamped on the outside of the sealed package by CEO/IT staff. The delivery location for the receipt of Proposals is the 2nd floor of the CEO/IT building. It is the responsibility of the Offeror to ensure that delivery is made to CEO/IT staff prior to the closing date and time. A courtesy phone is available in the lobby to contact CEO/IT staff. Delivery receipts are available upon request.

2. Clarifications: County has attempted to provide all information available. It is the responsibility of each Offeror to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. If any person contemplating submitting a Proposal in response to this RFP is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they may submit a request for clarification to Deputy Purchasing Agent ("DPA") Robin Rios via BidSync (RFP # 017-725001-RR). For BidSync assistance, please contact the BidSync Vendor Support Team at 800-990-9339 Option 1.

All questions or requests for interpretation must be received by 4:00 p.m. PT on January 2, 2013. The person submitting the request will be responsible for its prompt and timely submission.

If clarification or interpretation of this RFP is considered necessary by the County, an addendum shall be issued. Any interpretation of, or correction to this RFP, will be made only by an addendum issued by the DPA and uploaded to **BidSync**. It is the Offeror's responsibility to ensure that they have reviewed any and all addendums via BidSync to this RFP. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

3. There will be **No Proposal Conference** for this RFP.
4. Validity of Proposals: Proposals must be valid for a period of at least three hundred sixty five (365) calendar days from the closing date and time for receipt of Proposals. No Proposal may be withdrawn after the submission date.
5. Proposal Copies: Each Offeror must provide: **One (1) original signed copy; Five (5) copies and additionally one (1) "soft" copy in MS Word 2000 (Preferred) on a Compact Disc (CD)** of their Proposal.

The original signature copy is to be clearly marked as “ORIGINAL” on the outside cover and contain original ink signatures.

6. **Submission Format:** All Proposals shall be submitted on standard 8.5 x 11-inch paper. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II; Proposal Response Requirements. It is imperative that all Offerors responding to this RFP comply, exactly and completely, with the instructions set forth herein. All responses to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, and should fully address each requirement and question. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.

The electronic versions of the proposal shall be submitted on CD-ROM and the CD-ROM disk must include:

1. Part 2: Company Profile, Company Information, and Statement of Qualifications (Microsoft Word format)
2. Model Contract with any additions or deletions shown using “track changes” (Microsoft Word format)
3. Scope of Work and all Attachments with any additions or deletions shown using “track changes” (Microsoft Word format)

It is not necessary to include an electronic version of the Cover Page or other certifications included in Part 1 of Section II of this RFP. Those items should be submitted in hard copy, with original signatures on the copy designated as “original”. In addition, it is not necessary to submit audited financial reports, marketing brochures or similar additional information in the electronic versions of the Proposal.

7. Proposals are not to be marked as confidential or proprietary. The County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the requirements of the California Public Records Act, Government Code Section 6250 et seq. The County shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the Proposals submitted.
8. **Qualifications:** By submitting a Proposal, Offeror represents that it has thoroughly examined County’s requirements and are familiar with the services required under this RFP and that it is qualified and capable of providing the services to achieve County’s objectives.
9. **Compliance:** Each Offeror must submit its Proposal in strict accordance with all requirements of this RFP and compliance must be stated in the Proposal. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for County’s consideration as specified in Section II., Part 1, sub section. 8., Statement of Compliance.
10. **Presentations/Demonstrations:** After the closing date and time for receipt of Proposals, evaluation and if requested by County, oral presentations will commence. Offeror(s) that achieve the highest scores in the written evaluation processes may be invited to participate in a demonstration of the Offeror’s proposed software solution’s functionality and capabilities. These “proof-of-concept” demonstrations will be provided by the invited Offeror(s) to the County at no cost. The County will provide supplemental data to the invited Offeror(s) for its specific proposed software solution one week before the scheduled proof-of-concept demonstrations. See the Proposed Time Schedule in Section 1, Item B. Selected Offerors should be prepared to make their demonstration within seven (7) calendar days after notification and be prepared to discuss all aspects of their Proposal in detail. Offerors shall not be allowed to alter or amend their Proposal through the use of the presentation process.

11. **County Rights:** County reserves the right to negotiate modifications with any Offeror as necessary to serve the best interests of County. Any Proposal may be rejected if it is conditional, incomplete or deviates from specifications in this RFP. County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects or other improprieties which County deems reasonably correctable or otherwise not warranting rejection of the Proposal. Any waiver will not excuse a proponent from full compliance with all other sections of the RFP.
12. **Expenses:** Pre-contractual expenses are not to be included in the Compensation for Services (Attachment B). Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Offeror in; a) preparing its Proposal in response to this RFP; b) submitting that Proposal to County; c) negotiating with County any matter related to the Offeror's Proposal; and d) any other expenses incurred by the Offeror prior to the date of award and execution, if any, of the Contract.
13. **Notice:** County reserves the right to: a) negotiate the final Contract with any Offeror(s); b) withdraw this RFP in whole or in part at any time without prior notice and, furthermore, makes no representations that any Contract will be awarded to any Offeror responding to this RFP; or c) award its total requirements to one Offeror or to apportion those requirements among two or more Offerors; d) reject any Proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP.

In addition, negotiations may or may not be conducted with Offerors; therefore, the Proposal submitted should contain the Offeror's **most favorable terms and conditions**, since the selection and award may be made without discussion with any Offeror.

Furthermore, County makes no representation that any Contract will be awarded to any Offeror responding to this RFP.

14. **Joint Venture:** Where two or more Offerors desire to submit a single Proposal in response to this RFP, they must do so on a prime/subcontractor basis rather than as a joint venture. County intends to contract with a single firm or multiple firms but not with multiple firms doing business as a joint venture.
15. **Lobbyist:** County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

D. INSTRUCTIONS - PROTEST PROCEDURES:

Any actual or prospective Proposer or Contractor who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the appropriate agency/department Deputy Purchasing Agent. All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

Protest of Bid/Proposal Specifications:

All protests related to bid or proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a proposal prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the proposal.

Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the Deputy Purchasing Agent. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

Protest Process:

- In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
- Upon receipt of a timely protest, the Deputy Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.
- If the protester disagrees with the decision of the Deputy Purchasing Agent, the protester may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

Appeal Process:

- If the protester wishes to appeal the decision of the Deputy Purchasing Agent, the protester must submit, within three (3) business days from receipt of the Deputy Purchasing Agent's decision, a written appeal to the Office of the County Purchasing Agent.
- Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
- The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

E. Evaluation Process & Criteria

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, and the Proposals will be rank-ordered, based upon the Offeror(s) submitted written materials.

Following the initial evaluation process, the highest ranking Offeror(s) (if deemed necessary by the evaluation panel) may be required to complete an additional questionnaire regarding more specific processes and capabilities, as well as provide additional pricing information. In addition, Offeror's may be required to provide an on-site interview or clarification as it relates to the requested and/or proposed services.

The evaluation process will be conducted in two phases. Only the top ranked proposals from Phase I will be invited to participate in Phase II. Phase I will be an evaluation of the written proposal and Phase II will consist of an evaluation of an oral presentation and/or product demonstration based on a separate set of criteria.

Agenda for Phase II will be provided to successful candidates upon notification for the oral presentation.

Phase I

Written proposals will be evaluated solely on the quality of the responses to all questions and requirements of this RFP. The scores from the written Proposals, based on the criteria provided, will account for 60% of the total score.

Phase II

If selected as a finalist(s), Offerors must be prepared to make their oral presentation within seven business days after notification. Offerors must be prepared to discuss all aspects of their Proposal in detail, including technical questions. Offerors will not be allowed to alter or amend its Written Proposal through the presentation process. The value of Phase II will be 40% of the finalist(s) total score.

Proposals will be competitively evaluated on the basis of the following criteria listed in random sequence not in the order of importance:

Responsiveness of Proposal

- Responsiveness of Proposal

Quality of Proposal

- Demonstrates Understanding of County's Risk and Claims Management Requirements
- Detail, Clarity, Presentation and Overall Contents of Proposal

Quality of Proposed Solution

- Overall Solution Offering
- Available Features
- Ability to Fulfill County RCMIS Requirements
- Resources Available to Deliver the Required Products/Services

Company Qualifications

- Company Expertise
- Length of Time in Business
- Company Staff Experience
- References of Similar Design and Scope
- Organization and Financial Structure

Pricing/Cost

- Best Value/Price for the Overall Solution
- Performance and Service Level Guarantees

Compliance with County Terms & Conditions

- Degree of Compliance to the County Model Contract Terms, Services Agreement, Conditions, Attachments and Appendices.

County Hands-On Product Demo

Upon completion of the Interview and/or Product Demonstration; the County may request one or more of the top ranked Offeror's from Phase II to provide the County with a 20-day "County Hands-On Product Demo" of Bidder's products.

F. Selection/Award Procedures

Upon completion of the evaluation process, the Evaluation Panel will make a recommendation for award to the DPA. The recommendation for award may be presented to the County's Board of Supervisors for either approval to negotiate with the top ranked Offeror **or** approval of the Contract, for the services requested in this solicitation.

The Model Contract contained in Section III of this RFP is the Contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this RFP, including special conditions and requirements and those added by addendum, necessary attachments, and to reflect the Offeror's Proposal and qualifications. The County reserves the right to add or delete provisions, terms or conditions to support the final proposed solution.

Negotiations may or may not be conducted with the finalist(s); therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without further discussion or need for clarification. Any exceptions to the terms and conditions of the proposed Contract or the statements regarding Offeror's inability to comply with any of the provisions thereof are to be declared in the Offeror's proposal: Section II entitled Proposal Response Requirements. Any additional exceptions to the terms and conditions made by any Offeror after submission of its proposal may result in elimination from further consideration.

If a satisfactory Contract cannot be negotiated in a timely manner, the County, in its sole discretion, may terminate negotiations with the selected Contractor and begin Contract negotiations with the next finalist.

G. County of Orange County Child Support and EDD Requirement

1. Orange County Child Support

In order to comply with the child support enforcement requirements of the County, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the agency/department deputy purchasing agent:

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

(Upon County request, Contractor shall utilize the forms provided in Exhibit I of the Model Contract for this RFP to satisfy this requirement)

2. **EDD Independent Contractor Reporting Requirements**

Effective January 1, 2001, the County is required to file federal Form 1099-Misc for services received from a “Service provider” to whom the County pays \$600 or more or with whom the County enters into a Contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “Service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the Service recipient for California purposes and who received compensation or executes a Contract for services performed for that Service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as “an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a Contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at:http://www.edd.ca.gov/Payroll_Taxes/FAQ_-_California_Independent_Contractor_Reporting.htm.

(Upon County request, Contractor shall utilize the form provided in Exhibit II of the Model Contract for this RFP to satisfy this requirement.)

SECTION II

**PROPOSAL RESPONSE REQUIREMENTS/
MINIMUM QUALIFICATIONS**

SECTION II: PROPOSAL RESPONSE REQUIREMENTS

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Proposals must include four tabbed sections, Part 1, Part 2, Part 3, and Part 4 and must be indexed in the order outlined below. List questions and your responses and/or attachments as numbered and listed within each section in a Microsoft Word document.

A. **Minimum Qualifications**

The following are the minimum qualifications for an Offeror to be considered as an eligible candidate to submit a proposal for the requested services described in this RFP.

1. Offeror must have a minimum of three (3) years' experience in the production and maintenance of the proposed software solution of the size and nature requested by the County.
2. Offeror must have both management and technical staffing sufficient to meet the needs of the County in providing implementation services and on-going annual maintenance and support.
3. Offeror must have a minimum of five (5) installations of recommended software solution. Please identify recent installations and provide reference contact information.
4. Offeror must be the licensed publisher/manufacturer or a licensed distributor of the proposed software solution.
5. Offeror must have at least 3-5 years' experience servicing the Risk Management and Claims Management information systems needs of private or public business accounts.
6. Offeror must have at least 3-5 years' experience servicing self-insured entities.

Part 1:

(Complete this section and submit as Part 1 in first tabbed section of Proposal)

1. Signed RFP Cover Page/Addenda of RFP

All Proposals shall include in this first tabbed section, the RFP Cover Page (page 3 of RFP) and any subsequent Addenda issued to this RFP with appropriate signatures* as required.

An unsigned or improperly signed Proposal submission may be grounds for rejection of the Proposal and disqualification from further participation in this RFP process.

**The RFP Cover Page must be signed by person(s) with authority to bind the Offeror. If the Offeror is a corporation, then the signature of two corporate specific officers as follows is required; the first signature must be one of the following: a) the chairman of the Board; or b) the president; or c) any vice president. The second signature must be one of the following: a) secretary; or b) the chief financial officer; or c) any assistant secretary; or d) any assistant treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.*

2. Validity of Proposal

The County requires that all Proposals be valid for at least three hundred and sixty five (365) days from this RFP’s closing date. Proposals which are not valid for at least three hundred and sixty five (365) days will be considered non-responsive and subject to rejection. Please state below how long this Proposal will be valid for.

Offeror hereby certifies that Offeror’s Proposal is valid for three hundred and sixty five days from the RFP closing date.

(Signature required)

3. Certification of Understanding

The County assumes no responsibility for any understanding of the Offeror or representation made by any of it’s the County’s officers, employees or agents during or prior to the execution of any Contract resulting from this RFP unless:

- A. Such understanding or representations are expressly stated in the Contract; and
- B. The Contract expressly provides that the County assumes the responsibility

By signing below, Offeror certifies that such understanding has been considered in this Proposal.

(Signature required)

4. Minimum Qualifications Statement

Offeror hereby certifies that it meets all minimum qualifications and requirements as set forth in this RFP, Section II.

(Signature required)

5. Certificate of Insurance

Offeror hereby certifies Offeror’s willingness and ability to provide the required insurance coverage and certificates as set forth in Section III, Model Contract, Paragraph P, Insurance.

(Signature required)

If Offeror is unwilling or unable to provide the required insurance coverage, such exception to the Model Contract must be specifically stated and Offeror must provide a complete statement regarding the insurance coverage as required by this RFP.

6. Financial Information

Selected Offeror may be requested to submit a complete financial statement for the two most recent years, prepared in accordance with generally accepted accounting principles. The financial statement must include a balance sheet and income statement. Offeror must be prepared to substantiate all information shown. Offeror must indicate here Offeror’s willingness to provide this information by signing below.

(Signature required)

7. Bankruptcy Information/Pending Litigation

If Offeror’s company has had a controlling interest in a company in bankruptcy or that has ever been declared bankrupt, Offeror must attach a statement indicating the bankruptcy date, court jurisdiction, trustee’s name and telephone number, amount of liabilities, amount of assets and current status of bankruptcy.

Attach detailed information regarding any pending litigation, liens, or claims involving the Offeror.

_____ No action pending _____ Information attached

(Signature required)

8. Child Support Enforcement and EDD Independent Contractor Requirements

Offeror hereby certifies Offeror’s willingness and ability to provide the required Orange County Child Support Enforcement and EDD Independent Contractor Reporting Requirements as indicated in RFP Section I and Section III Exhibits 1 and 2.

(Signature required)

9. Conflict of Interest

Offeror hereby certifies that: (I) Offeror has provided the County with the disclosures required in (A) and (B) below as part of its Proposal, or (II) that no relationships as outlined in (A) and (B) exist.

A. Disclose any financial, business or other relationship with the County, any other entity that the County Board of Supervisors governs, or any County Board member, officer or employee, which may have an impact, effect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you proposed to provide.

- B. Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work.

(Signature required)

10. Statement of Compliance

Offeror hereby certifies (Offeror must certify either A **or** B by signing below):

- A. This Offeror is in strict compliance with this RFP including, but not limited to, the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits and no exceptions are proposed.

(Signature)

OR

- B. This Offeror is in strict compliance with this RFP, including the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits, except for those exceptions expressly listed as required by this RFP and attached hereto.

(Signature)

Attachments for each proposed exception to this RFP, including, but not limited to Section III – Model Contract, must include:

1. The suggested rewording by way of track changes;
2. Reasons for submitting the proposed exception; and
3. Any impact the proposed exception may have on the services to be provided

Part 2:

Company Profile

(Complete this form and submit as Part 2 in second tabbed section of response)

Company Legal Name: _____

Company Legal Status (corporation, partnership, sole proprietor, etc.): _____

Business Address: _____

Website Address: _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Is your firm a sole proprietorship doing business under a different name: ___Yes _____No
If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated: ___Yes _____No If yes, State of Incorporation: _____

Federal Taxpayer ID Number _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this solicitation: _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____

Contact person for accounts payable: _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____

Name of service manager: _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____

In the event of an emergency or declared disaster, the following information is required;

Name of contact during non-business hours: _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____ Cell or Pager Number: _____

Part 3:
Offeror's Proposal

1. **Scope of Work**

Offerors shall complete and submit each appropriate appendix for the proposed Risk and Claims Management Information System (RCMIS) Software solution. Offerors are required to submit proposals for all high, medium and low priority software features/requirements identified in the different appendices regardless of whether the Offeror's software solution has the desired capabilities or not.

Offerors must detail the proposed software solution in each Appendix by:

- a. Completing each requirement chart based on the Response Key; and
- b. Responding to the narrative questions. Questions and Answers must be in Word format, with the answers in a complete and concise manner, in the same order and numbered as asked.

2. **Company Qualifications**

For each proposed software solution:

- a. Offeror shall describe any similar-sized software installations sold by Offeror within the last two (2) years including key customer contact information.
- b. Offeror shall describe the general nature and type of services Offeror currently provides its customers.
- c. Offeror shall provide detailed documentation outlining security policies/procedure, best practices, and technologies that are implemented in the proposed service offering to increase security and mitigate risk.
- d. Offeror shall describe how it meets the Minimum Qualifications set forth in Section II.A. of this RFP and submitted in Part 3 of your proposal tabbed Minimum Qualifications.

3. **Staffing Plan**

For each proposed software solution, in this section, Offeror shall:

- a. Provide names and qualifications of primary staff, which shall include project manager and key personnel who will be assigned to this project. **(Offeror must complete as Part 3, Attachment C, and submit herein)**
- b. Provide an organization chart that reflects the name, classification/title of all key staff members and management contacts assigned to provide the services detailed in Offeror's proposal. This organization chart should include technical support personnel who will provide services to the County.

4. **Proposal Cost/Compensation** (Offeror must complete as Part 3, Attachment B and submit herein)

Offeror may submit the proposed costs for the software solution which includes all one-time costs such as licenses, implementation, training, documentation as well as on-going annual costs for infrastructure and software support services and maintenance fees. Offeror must complete Attachment B of the Model Contract to include a cost summary for the proposed software solution(s) as detailed in Attachment A, "Scope of Work" as follows:

- a. software license cost – identify type of license (perpetual or annual) and basis of cost (enterprise-wide, per user, etc.)
- b. annual software maintenance and support costs
- c. one-time implementation/integration Costs (if any)
- d. training Costs
- e. application and infrastructure hosting costs
- f. application development and maintenance support services costs, including

OFFERORS MUST PROVIDE THEIR RESPONSE TO THIS SECTION BY USING THE FORMAT PROVIDED IN ATTACHMENT B. PRICING OFFERED IN ANY OTHER FORMAT MAY BE GROUNDS FOR ELIMINATION FROM FURTHER CONSIDERATION.

5. Implementation Plan, Testing and Acceptance (Offeror must complete as Section III, Attachment D and submit herein)

- a. In this section, Offeror will provide an Implementation Plan and Acceptance and Testing Procedures to be utilized to ensure that services are provided in compliance with County specifications and requirements which include, but may not be limited to the following:
 - 1) Contractor shall deliver software to the County of Orange, Office of the Risk Manager, on the date specified and agreed to by both parties in the Implementation Plan.
 - 2) Contractor shall provide professional services to implement and integrate the software solution with the other county software systems based on mutually agreed use-case(s) and/or business processes as specified by the County within 90 days or sooner from receipt of the software solution. (Use cases shall be provided to the short listed vendors)
 - 3) Software testing and acceptance is part of the Contractor's implementation plan.
- b. For the proposed software solution, Offeror shall respond to the following questions:
 - 1) Describe your implementation plan for the software solution. Include a detailed deployment schedule and resource plan that includes County and Contractor resources required for implementation.
 - 2) List your installation team and the experience and qualifications of each person.
 - 3) Describe your testing and acceptance methodology.

6. Software Annual Maintenance and Support (Offeror must complete as Part 3, Attachment E and submit herein)

Offeror shall complete the chart listing the proposed software solution, the type of license available and the level of annual maintenance and support.

- a. Annual Maintenance and Support must, at a minimum, meet the following requirements:
 - 1) Contractor shall have the capability to provide 24-hour turnaround on system fixed and 48-hour turnaround on minor changes.

- 2) Contractor must offer updates, patches, fixes, etc. to Software at no additional cost. See definitions of Updates and Upgrades under Definitions.
 - 3) Contractor shall use commercially reasonable efforts to provide modifications or upgrades to the Software to retain compatibility with future Microsoft Office products.
 - 4) Contractor's Software bug-fixes shall be available from an online source.
- b. For the proposed software solution, Offeror shall describe the following:
- 1) Describe the level of maintenance and support that will be available after implementation.
 - 2) What are the methods for contacting your technical support? Hours of operation?
 - 3) How are County requests for enhancements and customization handled?
 - 4) Do you measure your average and maximum response time for inquiries? Please explain and provide these times.
 - 5) Describe what software support you are proposing for the County?
 - 6) Indicate if your company has a formal users' group. If so, is there one in Orange County?
 - 7) What is your release strategy and how does it relate to customer customizations?
 - 8) Please describe your development model and how you address migration control/new releases.
 - 9) How are version Updates to the Software done (See definition of Updates in Model Contract)?
 - 10) How are patches/maintenance releases applied?
 - 11) What is the scheduled release cycle?
 - 12) How are updates and fixes distributed (See definition of Updates in Model Contract)?
 - 13) What is your policy regarding the source code?
 - 14) Provide a recent history of system enhancements.

(Offeror must complete as Part 3, Attachment F and submit herein)

7. Training (Offeror must complete as Part 3, Attachment F and submit herein)

Offeror shall meet the training requirements set forth in Attachment A, Scope of Work, Section C.6. "Contractor Responsibilities; Training." Offeror shall provide responses to following questions.

- a. Describe your process for software knowledge transfer and training.
- b. What types of training will your company provide (on-site, web-based, etc.)?
- c. If offered, describe your various training options for staff in technical and specialist areas such as site management, creating templates and workflows.

- d. Detail your proposed training plan including type of County staff (e.g., IT staff vs. end users) number trained, method of training, and length of training (number of hours).
- 8. **Contract Completion:** State any failures or refusals to complete any contracts and a complete explanation.
- 9. **Financial Information**
 - a. **Financial Statements:** Offeror shall submit a complete financial statement for the three most recent fiscal years or other suitable proof of Offeror’s financial status and stability. Financial statements shall be prepared in conformity with generally accepted accounting principles.
 - b. **Bankruptcy Information:** If Offeror’s company has had a controlling interest in a company in bankruptcy or that has ever been declared bankrupt, Offeror must attach a statement indicating the bankruptcy date, court jurisdiction, trustee’s name and telephone number, amount of liabilities, amount of assets and current status of bankruptcy.

Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror.

_____No action pending _____No prior action _____Information attached

Part 4:

REFERENCES

SUBMIT TABBED AS REFERENCES

- Offeror must provide five (5) reference organizations for which Offeror has provided solutions of similar scope and nature.
- References shall include contact name, title, telephone number, email address, website URL, description of project, and Offerors project role and deliverables.
- It is the Offeror's sole responsibility to ensure that the reference organization's name, location/address, point of contact's name, title, phone number, and email address, for each identified reference organization is current, complete, and accurate.

County may disqualify an Offeror if:

- A. References fail to substantiate Offeror's description of support services provided; or
- B. References fail to support that Offeror has a continuing pattern of providing capable, productive, and skilled personnel, or
- C. County is unable to reach the point of contact with reasonable effort. It is the Offeror's responsibility to inform the point of contact of normal County working hours.

Example:

For Organizations (non-government)

- Company Name
- Company Address
- Contact Name, Title
- Phone Number, Alternate Number
- Contact Email Address
- Web Site Address (if available)
- Project Description

For Government entities

- Government Agency
- City, State
- Contact Name, Title
- Phone number, Alternate Number
- Contact Email Address
- Project Description

SECTION III

MODEL CONTRACT

FOR

**(RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEMS)
SOFTWARE**

SECTION III: CONTRACT

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MODEL CONTRACT

This Agreement, (hereinafter referred to as “Contract”), to provide _____ Software and Services, made and entered into as of the date fully executed by and between _____, with a place of business at _____, (hereinafter referred to as “Contractor”), and the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) which may be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) to provide _____ Software and Services, as further set forth herein; and

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

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract to obtain _____ Software and Services;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

Definitions:

1. *Software.* The term “Software” shall mean the each of the Software set forth in Attachment E in computer program in object code only including any corrections, bug fixes, enhancements, updates, upgrades purchased, new releases or other modifications, including custom modifications to such Software computer programs.
2. *Update.* The term “Update” shall mean any bugs, patches, fixes, enhancements, improvements to the Software and any addition of new features pertaining only to the County’s existing modules.
3. *Upgrade.* The term “Upgrade” shall mean platform changes, addition of new modules or new integration points or the creation of new versions.
4. *Documentation.* The term “Documentation” shall mean all written and electronic manuals, training material, or other associated printed materials and updated versions, which may be necessary or useful to the County in its use of the Software provided hereunder including all requirements set forth in Additional Terms and Conditions, Article 22 of this Contract.
5. *Annual Maintenance and Support or Software Annual Maintenance and Support.* The terms “Annual Maintenance and Support” or “Software Annual Maintenance and Support” shall mean the services set forth in Attachment E of the Contract
6. *Annual Maintenance and Support Period.* The term “Annual Maintenance and Support Period” shall mean the twelve (12) month consecutive period commencing on the day of acceptance of the Software. Each successive Annual Maintenance and Support Period shall commence at 12:00 midnight of the day of the expiration of the prior period.
7. *Acceptance Testing.* The term “Acceptance Testing” shall have the meaning set forth in Section 3.1 of the Services Agreement.
8. *API.* The term “API” means application programming interface.

9. *Availability*. The term “Availability” means the percentage of time that a given Service or System is fully operational and available when its resources are called upon at a random point in time. Availability represents a measure of the fraction of time (expressed as a percentage) during a defined period when the Service or system is deemed to be equal to or better than a Designated Service Level.

$$\text{Availability (\%)} = 100\% - \text{Unavailability (\%)}$$

Where Unavailability is defined as:

$$\frac{\text{Unplanned Outage Duration} \times 100\%}{\text{Schedule Time} - \text{Planned Outages}}$$

Availability measurement calculations shall be limited to those Service and System components that are directly under the control of Vendor, as well as Service and system components for which Vendor is responsible for subcontracting to third parties.

10. “**Business Day**” means any day on which the County of Orange is open for business.
11. “Change(s)” means any change, modification, action or decision with respect to the Services or the Systems.
12. “Contractor Relationship Manager” shall have the meaning set forth in Section 4.1.1 of the Master Services Agreement.
13. “County Relationship Manager” shall have the meaning set forth in Section 4.2 of the Master Services Agreement.
14. “CRM” refers to Constituent Relationship Management.
15. “RCMIS” refers to a government’s use of online technologies to provide risk and claims management information system and services to transact business with constituents.
16. “RCMIS Systems” shall have the meaning set forth in Section 23.31 of the Master Services Agreement.
17. “Fee Reductions” shall have the meaning set forth in Section 6.8.
18. “Gov 2.0” refers to the integration of technology, social interaction, and content creation.
19. “Incident” means any event which is not part of the standard operation of a Service and which causes, or may cause, an interruption to, or a reduction in, the quality of that Service.
20. “Incident Resolution” means the point at which Contractor has responded to an Incident and/or Problem and Contractor has either: (a) successfully diagnosed and taken appropriate corrective actions to return the systems(s) or service(s) to an acceptable level of operability and performance to the County to conduct business (including conducting and concluding a Root Cause Analysis as required); or (b) has provided an appropriate answer to an inquiry or an informational question that is understood by and acceptable to the County. In both cases, the Incident is not resolved until the County is convinced and satisfied that it has been resolved.
21. “LDAP” means Lightweight Directory Access Protocol.
22. “Maintenance Window” is a County-approved period of time during which preventive maintenance that could cause disruption of service may be performed. SLR calculations exclude Maintenance Windows.

23. “Malware” means software designed to infiltrate or damage a computer system without the owner's informed consent. Software is considered Malware based on the perceived intent of the creator rather than any particular features. Malware includes computer viruses, worms, trojan horses, most rootkits, spyware, dishonest adware, crimeware and other malicious and unwanted software.
24. “Outage” means a specialized case of an End User Break/Fix call affecting a substantial group of End Users (“flood calls”); calls are placed to the Service Desk to inform, inquire or complain about accomplishing tasks with, accessing or operating IT resources.
25. “PCI” refers to the Payment Card Industry.
26. “Problem” means a condition often identified as a result of multiple Incidents that exhibit common symptoms. Problems can also be identified from a single significant Incident, indicative of a single error, for which the cause is unknown, but for which the impact is significant.
27. “Reporting Period” means all reports are provided on a monthly basis, within three (3) Business Days of the close of the calendar month, unless stated otherwise.
28. “Resolve” or “Resolution” means to repair, replace, reconfigure, reinstall, re-route, or otherwise provide a complete solution to an Incident that returns the System and/or End User(s) to non-degraded full functionality. Implementing a Workaround is a partial or temporary resolution.
29. “Root Cause Analysis” is a Problem Management analysis process used in determining and documenting the unknown underlying cause(s) (e.g., root causes) of one or more Incidents and ensuring that appropriate actions are taken to correct the situation to minimize the possibility of recurrence of the Incident(s) or events. It is also used as a predictive process in identifying and analyzing trends that could result in the future occurrence of one of more Incidents.
30. “SaaS” means Software as a Service
- “Service Request” means a request made via Call, e-mail, web chat, or other means regarding a range of in scope service offerings.
31. “Service Level” means, generally, a minimum acceptable level of service or performance for a particular task, activity, or Service performed by Contractor.
32. “SLR” means Service Level requirement and is a standard for performance of the Services.
33. “SOP” means standard operating procedures.
34. “Workaround” means a temporary solution that Contractor or the County can implement in the event of an Incident as an alternate method of providing full Service or process functionality that allows the affected System(s) and/or process(s) to deliver to the County an acceptable level of business operations functionality until a permanent Incident Resolution can be implemented. Any such Workaround must be acceptable to and approved by the County.

Contract Terms

1. **Term of Contract:** The Term of the Contract shall be for Three (3) Years, effective upon signatures of both Parties and approval by the County of Orange Board of Supervisors.

The Term of this Contract shall be effective _____ through _____.

2. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional consecutive one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
3. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in Attachment B, Cost/Compensation, as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.
4. **Taxes:** This Contract shall include any and all applicable taxes. Contractor certifies all taxes in association to the services and/or products applicable to this Contract are hereby outlined in Attachment B, Cost/Compensation. County shall not be charged or liable for any taxes not indicated as specified. Contractor shall bear the responsibility, and shall be liable for payment (or reimbursement to the County) of any Local, State, and/or Federal taxes not outlined in Attachment B, Cost/Compensation.
5. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not forthcoming, the Contract shall be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funding by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
6. **Entire Contract:** This Contract, its Attachments, and Exhibits which have been incorporated, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of equipment, shall not be valid or binding on County unless accepted in writing by the County's Deputy Purchasing Agent or his designee, hereinafter "Purchasing Agent".
7. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
8. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
9. **Delivery:** Time of delivery of goods or Services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of

the right to return goods already accepted, at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.

10. **Acceptance of Service/Product:** Unless otherwise agreed to in writing by County, acceptance of the Virtual Server Environment Refresh shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, including but not limited to the testing set forth in accordance with Attachment D, Acceptance and Testing Procedures.
11. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph 36 below, and as more fully described in paragraph 36, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
12. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through Services provided hereunder shall not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph 36 below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
13. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
14. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it shall comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation including but not limited to Section 1720 et seq. of the California Labor Code.
15. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in the Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.

16. **Consent to Breach Not Waiver:** No term or provision of this Contractor shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
17. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
18. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
19. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
20. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**.

If the insurance carrier is not a non-admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the County CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Software Engineers Errors and Omissions Insurance	\$1,000,000 per claim/ in the aggregate

Required Coverage Forms

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

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

Required Endorsements

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

- a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- b. A primary non-contributing endorsement evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall give the County 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

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

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

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

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

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

21. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph “HH” below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
22. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.
23. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of County.
24. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 (thirty-six) hours of the start of the delay and Contractor avails himself of any available remedies.
25. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.
26. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and

accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “HH” below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

27. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
28. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
29. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
30. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
31. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
32. **Attorney’s Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney’s fees, costs and expenses.
33. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
34. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
35. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered

employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

36. Indemnification Provisions: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability shall be apportioned as determined by the court. Neither Party shall request a jury apportionment.

37. Breach: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach; and
- b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
- c. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above; and
- d. County may terminate the Contract immediately without penalty.

38. Disputes:

- a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 1. The Contractor shall submit to the County Agency/Department Project Manager assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or

provision of Services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions.

39. **Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 working days after the stop work order is delivered to the Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed, the County shall either
- a. Cancel the stop work order; or
 - b. Terminate the Contract in whole or in part in writing as soon as feasible. County is not required to provide thirty (30) days' notice of the termination of the Contract to Contractor if a stop work has been issued by County.
40. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party shall assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
41. **County and Contractor Project Manager:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) calendar days after written notice by the County's Project Manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's Project Manager from providing services to the County under this Contract.
42. **Contractor Staff:** In addition to the rights set forth in Paragraph 41, County and Contractor Project Manager, above; the County's Project Manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor's Project Manager in writing of such action. The Contractor shall accomplish the removal of the specified personnel within one (1) calendar day after written notice by the County's Project Manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing services to the County under this Contract.
43. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager shall meet on reasonable notice to discuss the Contractor's performance and

progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

44. **Conflict of Interest – (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, relatives, sub-tier Contractors and third parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the County.
45. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
46. **Data – Title to:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract shall at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
47. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the County's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit shall be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County shall provide reasonable notice of such an audit or inspection. Failure to allow the County prompt and full access as stated above may result in a material breach of this Contract. The County reserves the right to audit and verify the Contractor's records before payment is made.
- Contractor agrees to maintain such records for possible audit for a minimum of four years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.
48. **Legal Entity:** Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.
49. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so shall not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or

general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

50. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
51. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
52. **News/Information Release:** The Contractor agrees that it shall not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
53. **County of Orange Child Support Enforcement Requirements (Exhibit I – Blank County of Orange Child Support Enforcement Certification Requirements Form):** In order to comply with the child support enforcement requirements of the County of Orange, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Deputy Purchasing Agent:
- a. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
 - b. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
 - c. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - d. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and shall continue to so comply. The required certification is listed in Exhibit I. A blank Exhibit I is attached hereto.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

54. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are

to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

55. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County shall discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents shall be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents shall be returned to Contractor for correction.

56. **OEM Equipment Maintenance Standard:** The Contractor agrees to maintain all equipment according to the original equipment manufacturer (OEM) specifications. The Contractor further agrees that all components shall be OEM components. At the termination of the Contract the Contractor guarantees that equipment shall meet OEM equipment certification standards.

57. **Security:**

Security of County Data

Contractor ensures that its personnel who have access with the County data meet the necessary background checks, as conveyed to Contractor, and adhere to the County's security requirements defined below. The Contractor's personnel shall not view any human readable data unless authorized in writing by the County.

1. Deliverables and Documents

As this Contract may involve the Contractor having direct access to County proprietary information, IT staff, and systems; the County has outlined various deliverables and documents in relation to County Data Security that shall be provided by the Contractor to the County within thirty (30) days of Contract Start Date. The County shall review these deliverables and documents prior to final approval and actual access to the resources or transfer of any information related to this Contract.

Deliverables and Documents to be provided by Contractor as follows:

a. **Staff Related Items**

- Pre-Employment Screening Policy/Procedure
- Background Checking Procedure
- Staff Roster and Duties
- Non-US Staffing Duties

b. **Security Related Items**

- I.T. Security Staff Usage Policy
- I.T. Security Policies and Procedures
- I.T. Operations Security Policy
- Document & Intellectual Property Management Polices

c. IT Systems Related Items

- Policies Related to Data, Tapes, and Resources that will be removed from County Facility
- Policies Related to Access to County Data Internally or Via Remote Access

2. **Contractor Staff Related Requirements**

a. Pre-Employment Application

For any employee that the Contractor contemplates using to provide Services for County, Contractor shall use its standard employment criteria used for similar services or contracts. At a minimum, subject to the requirements of applicable law, such criteria shall include the Service Employee's:

- **Relevant Skills, Licenses, Certificates, Registrations.** Each employee must possess the educational background, work experience, skills, applicable professional licenses, and related professional certificates commensurate with their position. County may, at any time at its sole discretion, request Contractor to demonstrate compliance with this requirement as applicable to the nature of the services to be offered by the Contractor's employee. County may, at its sole discretion, also request Contractor's certification that its employee has undergone a chemical/drug screening, with negative results, prior to granting unescorted access authorization at County's facilities.

b. Background Checks Requirements

In accordance with applicable law, Contractor shall obtain a background investigation on any employee selected to work for County as a condition of employment, if so requested by County. The security and background investigation shall include criminal record checks, consisting of any criminal records of any conviction in the U.S. or such other relevant jurisdiction where the employee resides. Costs for background investigations shall be borne by the Contractor. At a minimum, subject to the requirements of applicable law, Contractor shall ensure that:

- All Contractor's employees performing the applicable Services or supporting Contractor's duties and obligations under this Agreement, regardless of employee's location, they have not been convicted of any crime involving violence, fraud, theft, dishonesty or breach of trust under any laws to the extent permitted by law.
- In addition to its own efforts, Contractor shall follow such verification procedures as may be reasonably specified by County from time to time. If either Party becomes aware that any such Contractor's employee has been convicted of a crime involving violence, fraud, theft, dishonesty or breach of trust, is included on any such list, then Contractor shall promptly remove such employee from providing such services to County and prohibit such employee from entering any facilities at which the Services are provided.

c. Employee Reviews

Staff Roster: The Contractor shall provide an updated monthly list showing all named individuals, their location, and Contract duties to County, and no other individuals shall have access to County intellectual properties, activities or systems. This list shall not supersede any

other time and attendance requirements. Changes to the list shall be reviewed in advance as much as possible to reduce risk.

Non-US Citizens: Contractor shall obtain and maintain all visas, passports, permits and other documentation necessary for Contractor's employees who are not United States citizens and are working in the US and who may be required to perform Services.

d. Security Related Requirements

Information Security Practices to be undertaken by Contractor in the provision of services to County. These practices are consistent with County's staff/data and IT Security Policies and Procedures as communicated to Contractor. Unless otherwise stated expressly herein, all requirements for compliance to County's data and IT Security Policies and Procedures apply to all Contractor's Service Employees, including approved subcontractors.

County shall document Security Policies and Procedures and shall communicate such updates to the Security Policies and Procedures from time to time during the term of this Contract.

e. Contractor Security Policies and Procedures

Contractor shall provide disclosure of and maintain enforcement of their company Security policies. These policies shall include but not be limited to the following:

IT Security staff usage Policy: All staff related to this County Contract shall sign and agree to an IT usage policy as part of a security training and awareness program. Contractor staff shall sign a statement agreement to comply with; understanding of IT internet dangers and security threats, IT ethics and best practices,

IT Security Policies and Procedures: Contractor shall provide their company standard for IT Security Policies and Procedures for review by County.

IT Operations Security Policy: The Contractor shall provide for review by County their standard for operational security for any facilities where County data, staff or systems shall exist. These documents shall include but not be limited to, physical security, network security, logical security, Systems/platform security, wireless access, remote access, and data protections.

Data Management Security Policy: Contractor shall provide their policy for the safeguard and management of all data provided by County or accessed as part of system integration test. These policies shall cover check-in, check-out, copy control, audit logs and separation of duties.

Document & Intellectual Property (IP) Management Polices – Contractor shall provide their policies for the proper control and management of County IP through the term of this Contract.

Security Incident notification and management Process: The Contractor shall provide a detailed document which outlines the names, order and escalation events which shall occur in the case of a security breach concerning County staff, data, or systems. Contractor shall update this document immediately upon any change, and Contractor shall be held liable to the time-tables and protections outlined.

f. IT System Related Requirement

Contractor shall comply with the County and Contractor Security Policies and Procedures, and develop and execute security practices consistent with the Security Policies and Procedures provided by County. Without limitation to the foregoing, Contractor shall:

- Develop and maintain, as applicable to County, documented IT security processes and procedures that are in compliance with those provided by County.
- Provide all security policies and procedures to County for review and approval upon County's request and, at a minimum provide said policies and procedures quarterly for County's review and approval. All documentation shall be provided in electronic format for County's review.
- Comply with regulatory requirements as they relate to County's systems and data, which, as of the effective date, include but are not limited to Health Insurance Portability and Accountability Act (HIPAA), SB1386 compliance, Payment Card Industry (PCI), and Sarbanes-Oxley (SOX).
- Comply with County data classification, including County "Proprietary", "Confidential" and "Sensitive".
- Bear the cost of compliance for changed Security Policies and Procedures.
- Comply with reasonable requests by County for audits of security measures, including those related to ID and password administration.
- Comply with reasonable requests by County for physical inspections on site where Contractor provides Services.
- Provide County with any annual audit summaries and certifications, including but not limited to ISO or SOX audits.
- Designated a single point of contact to facilitate all IT security activities related to the services of this Contract. Such contact shall be available on a 7/24/365 basis.

g. IT Security – Physical Security and Access Control

With respect to County's facilities, Contractor shall comply with County's security requirements and establish processes and procedures that are, at a minimum, consistent with best practices.

h. IT Security – Training and Compliance

Contractor shall ensure that all Service Employees are trained on security measures and practices, including, without limitation, County's Security Policies and Procedures, as may be updated by County from time to time. The cost of providing training shall be borne by the Contractor.

Contractor shall ensure that all Service Employees comply with the Security Policies and Procedures, and shall take all reasonable measures to reduce the opportunity for unauthorized access, transmission, modification or misuse of County's data by Service Employees. At a minimum, Contractor shall:

- Ensure that a formal disciplinary process is defined and followed for Service Employees violating the Security Policies and Procedures.
- Proactively manage and administer access rights to any equipment, software and systems used to provide services to County.

- Define, maintain and monitor access controls, ranging from physical access to logical security access, including a monthly review of Service Employees' access to facilities and systems used to provide services to County.

Contractor shall monitor facilities, systems and equipment to protect against unauthorized access as follows:

- Monitor access to systems, investigate apparent security violations and notify County of such, including routine reporting on hacking attempts, penetrations and responses.
- Maintain data access control and auditing software, and provide adequate logging, monitoring, and investigation of unusual or suspicious activity.
- Initiate immediate corrective actions to minimize and prevent the reoccurrence of attempted or actual security violations.
- Document details related to attempted or actual security violations and provide documentation to County.
- Provide necessary documentation and evidence to County in connection with any legal action or investigation.
- Contractor shall ensure that all equipment used to provide Services to County shall have anti-virus software with the latest patches installed.

58. Notices: Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

59. Services

59.1 Agreement to Perform Services

59.1.1 Definition of Services

As used herein, "Services" means all of the following:

- Tasks, services, and functions described in this Section, Attachment A, Scope of Work, and elsewhere in this Agreement or in any of the other associated Attachments, Appendices and exhibits to this Agreement;
- all tasks and services that are incidental, ancillary, customary, inherent or necessary, to and for the performance and receipt of any of the Services and the ongoing operation, integration, modification, configuration, support, and maintenance of the RCMIS Systems (or the use thereof), or any of the other services described in this Agreement and the associated Attachments or Appendices exclusive, however, of services or functions for which the County expressly retains responsibility hereunder.

All Services will be described and set forth in the Scope of Work, each of which shall be incorporated into this Agreement under Attachment A. The Scope of Work to this Agreement includes the following:

Although the Parties have used their best efforts to fully delineate the specific Services to be provided by Contractor in the Scope of Work, the Parties acknowledge that some items may not have been specifically

identified herein. The specific enumeration in any particular Section of this Agreement of certain of Contractor's duties or obligations is not an implied limitation on, or alteration of, other duties or obligations imposed on Contractor elsewhere in this Agreement. In the event of any dispute between the Parties as to whether a particular service or function falls within the scope of the services to be provided by the County itself, or within the scope of those to be provided by Contractor, such particular service or function shall be considered to be a part of the Services hereunder if, considering all of the provisions of this Agreement the service or function is consistent with the Scope of Work hereunder and is reasonably inferable to be within the scope of the Scope of Work hereunder.

59.1.2 Performance of Services

Contractor shall perform all of the Services, and provide the Deliverables, to and for the benefit of the County and End Users, in accordance with the terms of this Agreement, including the provisions of this Section, and all Attachments or Appendices hereto, and with all performance standards, Critical Milestones, timetables, and deadlines set forth therein. If not otherwise provided in this Agreement, with respect to any tasks, functions, and services that are within the scope of Services but with regard to which there is no set or fixed timetable or schedule for performance and which are therefore to be provided upon the County's Program Manager's request, Contractor shall promptly perform such Services, or provide the appropriate Deliverables, in accordance with an In-Scope Work Order from the County's Program Manager. Subject to any mutually agreed upon Service Level Requirements or express performance standards set forth herein, Contractor shall use industry best practices and methods to avoid, prevent, and mitigate any material adverse effect on the RCMIS Systems or the continuity and quality of the Services being provided to the County.

59.1.3 Progress Reports

Contractor shall provide to County a weekly written report as to the progress of completion of the activities contained in the Implementation Plan until each of Contractor's responsibilities thereunder have been completed. Such reports shall be in a format and include such detail as County may reasonably request.

59.1.4 Issue Management and Action Plan

Contractor shall be responsible for identifying, analyzing, managing and recording issues and risks throughout the Implementation period and will provide County with an action plan for resolution.

59.1.5 Financial Responsibility

Contractor shall assume financial responsibility for the provision of the Services as of the Effective date whether or not the Implementation of the Services has been completed as of such date. If Contractor is unable to provide the Services as of the Effective Date, "assume financial responsibility" means that:

- (a) Time is of the essence with respect to the performance of the Services, meeting all Milestones and deliverables. Notwithstanding any other remedy available to the County in this Agreement,

should the Contractor fail to meet any applicable Milestone or Deliverable, including any authorized extensions of time, it is mutually understood and agreed, by and between the County and the Contractor, that the use by the County and the public of the Services will be correspondingly delayed and that by reason thereof the County and the public will necessarily suffer great damages; that such damages from the nature of the Services, will be extremely difficult and impractical to fix; that the County and the Contractor fix the amount of said damages in advance; that the sum of Ten Thousand Dollars (\$10,000) a day, for each and every day's delay in the failure to meet any of the applicable Milestone or Deliverable date(s), including any authorized extensions of time, as liquidated damages, and not as a penalty or forfeiture for the breach of this Agreement. Contractor shall reimburse County (or at County's direction, the County Affiliate that incurred such damages) or, in County's sole discretion, County (or its Affiliate) may set off any such damages against the Fees, if any, due under the Agreement;

- (b) In addition to the damages provided forth in subsection (a) above, Contractor shall be liable to County for County's exercise of Step-In Rights under Section 11.2. For clarity, any failure to meet any of the applicable Milestone or Deliverable date(s) shall constitute a material breach, which shall entitle County to exercise the Step-In Rights under Section 11.2 herein.
- (c) The SLRs shall not apply until the Contractor begins providing the Services provided, however, that Critical Milestones applicable to Implementation tasks shall apply during the Implementation period; and
- (d) The Contractor shall not be required to assume financial responsibility as described in this Section to the extent Contractor's performance is excused by County.

59.2 Stop Order

In the event that the County's Program Manager determines, at any time during the Term of the Agreement that the quality or continuity of any portion of the Services have been materially and adversely affected in any way, or that any such material and adverse effect seems reasonably likely to occur, then upon notice the County's Program Manager may direct Contractor to stop and proceed no further until such time as Contractor shall have: (i) analyzed the cause of such condition; (ii) developed a reasonable plan for resuming such Services in such a manner as to eliminate or avoid such condition. Contractor shall not re-commence the performance of any Services until County's Program Manager has issued an approval in writing. The issuance of a stop order shall not constitute, nor shall be construed as, a breach of this Agreement by County.

59.3 Manuals

As further specified herein and in Schedule A, Contractor shall develop to the satisfaction of the County, certain manuals (including, without limitation the Style Guide, Instructional Videos and User Guide) applicable to the County's RCMIS environment that is applicable to the performance of the Services. Contractor shall revise the manuals as appropriate to reflect any changes to the County's RCMIS

environment, or related requirements, and submit such revised Manual to County for review, comment, and approval.

59.4 Disaster Recovery Plan

Contractor shall strictly adhere and conform to the Disaster Recovery Plan. No less than thirty (30) days prior to the County going live with Web sites on Contractor's systems, Contractor shall develop and successfully test, to the satisfaction County Program Manager, the initial version of the Disaster Recovery Plan. The Disaster Recovery Plan shall address and protect the County's RCMIS environment, meeting the minimum requirements specified in Schedule A Scope of Services. The County's Program Manager may (at any time and from time to time, during the Term) identify and notify Contractor in writing of other items that the County's Program Manager reasonably deems appropriate for inclusion in the Disaster Recovery Plan. Contractor shall promptly review and discuss with the County's Program Manager all such additional items and, unless the County's Program Manager agrees otherwise in writing, promptly revise the Disaster Recovery Plan to properly address such additional items. In addition, prior to each anniversary of the Effective Date, Contractor shall revise the Disaster Recovery Plan as appropriate to reflect any changes to the County's RCMIS environment, or related requirements, and submit such revised Disaster Recovery Plan to County's Program Manager for review, comment, and approval. Contractor shall also periodically (not less than once per Agreement Year) test the procedures set forth in the Disaster Recovery Plan to ensure that Contractor is capable of promptly and successfully executing them. Contractor shall promptly provide the County's Program Manager with a written report summarizing the results of each such test and promptly take appropriate action to cure all deficiencies, and resolve all problems, that are discovered as a result of each such test, performing re-testing as necessary to ensure that such cures and resolutions are effective. Any material breach or material violation by Contractor of its obligations regarding execution of the Disaster Recovery Plan during a disaster shall be deemed an incurable and material breach of this Agreement by Contractor.

59.5 Security Management Services

Contractor shall provide appropriate and comprehensive security Services, that meet the County's security requirements identified in Schedule A, using industry best practices and methods, and commercially available technology, to at all times ensure the security and integrity of the RCMIS Systems and County confidential Data, and to protect against unauthorized access to, use of, or intrusion into, the Systems and unauthorized disclosure of the County Data. Without limiting anything set forth in the Statements of Work, such Services shall include operating RCMIS Systems under a best practices-based security plan that conforms in all respects to the requirements of all applicable federal, state and local laws, regulations, and ordinances relating to security, privacy, or confidentiality, ensuring compliance with County and County security policies and procedures provided or made available to Contractor, performing all necessary and appropriate security-related audits and reports, and promptly providing County with a full and complete copy of each such report.

59.6 Service Levels

59.6.1 Service Level Commitment

Except as otherwise specified in this Agreement, from and after the respective dates set forth for the effectiveness of the Services set forth in Schedule A the Scope of Work, Contractor shall perform each of the Services at levels that are equal to or better than the highest or best of (a) the Service Levels applicable to such Services, (b) the accepted industry norms applicable to the performance of such Services by top-tier service providers, if such industry norms are documented and verifiable, or (c) the verifiable levels of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency received by the County in the twelve (12) months prior to the Effective Date; provided that to the extent the Parties have established a Service Level for a specific Service, the qualitative levels of effort described herein regarding Contractor's obligations in, such as those in subpart (b) and (c) above, shall not be construed so as to modify, expand or supersede the specific Service Level. Contractor shall be responsible for meeting or exceeding the applicable Service Levels even where doing so is dependent on the provision of Services by Subcontractors or other non-Contractor Personnel. The Service Level methodology applicable to the Service Levels is set forth in the Scope of Work. Any resources utilized by Contractor pursuant to the terms hereof shall incorporate methods permitting measurement of all performance-related Service Levels. Contractor shall measure and compare the actual or observed performance resulting from Contractor's performance of the Services with the Service Levels during each month. Contractor shall prepare and deliver or make available to the COUNTY'S PROGRAM MANAGER, by the tenth (10th) business day of the following month, a Service Level report in a format to be agreed to by the County's Program Manager and Contractor.

59.6.2 Monitoring and Measuring Tools and Processes

Contractor shall implement measurement and monitoring tools and produce the metrics and reports necessary to measure its performance against any of the Service Levels and shall deliver to County such reports in accordance with the frequency set forth in Schedule A. Upon request in connection with an audit, and at no additional charge to the County, Contractor shall provide the County or its designees with information and access to tools and procedures used to produce such metrics.

59.6.3 Changes to Service Levels

The Parties shall review and discuss possible adjustments to the Service Levels from time to time, but not less frequently than at the end of each Agreement Year. Within thirty (30) days after the end of each Agreement Year, the County may propose reasonable and appropriate adjustments or changes to the Service Levels to Contractor in writing, in accordance with the Scope of Work. Contractor shall review each such proposal, and notify County in writing of any reasonable objections within ten (10) days. The Parties shall then use all commercially reasonable efforts to negotiate in good faith to resolve any differences regarding such proposed changes and implement a version of such proposed changes that is acceptable to each Party. Changes in Service Levels may require the approval of the County's Board of Supervisors. Throughout the Term, Contractor shall also continuously evaluate Service Levels and Service Level performance, providing County with written suggestions for proposed changes at least once every six (6) months. Contractor shall also make any new and better ways to improve, or to measure and monitor, its performance that it discovers promptly available to the County.

59.6.4 Fee Reductions Fee Reductions

59.6.4.1 General

Schedule B specifies certain Fee Reductions that will be applicable with respect to Contractor's actual performance as measured against the Service Levels. The Parties agree that the Fee Reductions reflect the diminished value of the Services as a result of any Contractor failure to provide the Services in accordance with the SLRs, and accordingly do not constitute nor shall be construed or interpreted as penalties. Fee Reductions shall in no event be the sole and exclusive remedy of County with respect to any failure of Contractor as described in this Section.

59.6.4.2 Annual Review

During the annual Service Level review conducted by the Parties, the County's Program Manager shall have the right to: (i) change the Weighting Factors assigned to any Service Level and/or Milestones; (ii) make adjustments to the Service Levels; and (iii) for any new Service Levels and Milestones that will be applicable during the upcoming Agreement Year. Notwithstanding the foregoing, new SLRs may be added for new Services at any time by mutual agreement of the Parties.

59.6.4.3 Calculation of Fee Reductions

All Fee Reductions will be calculated on a monthly basis in accordance with the terms set forth in Schedule B and reflected on the applicable monthly invoice to County.

59.7 Root Cause Analysis, Predictive Analysis and Resolution

59.7.1 Process

Upon Contractor's discovery of, or, if earlier, Contractor's receipt of a notice from the County in respect of,

- a) Contractor's failure to meet a SLR, or
- b) Contractor's failure to provide the Services, or to operate, support, and maintain the RCMIS Systems, in accordance with the SLRs and this Agreement,

Contractor shall within twenty-four (24) hours from the date of such failure immediately, commence performing a Root Cause Analysis to identify the cause of such failure and (a) in the case of a failure described in clause (i) above, complete all work and activities associated with such or SLR, (b) in the case of a failure described in clause (ii) above, correct such failure (regardless of whether caused by Contractor), and (c) provide County with a written report describing in detail the cause of, and procedure for correcting, such failure(s) and providing the County with reasonable evidence that such failure(s) will not recur. The process described in the preceding sentence shall be completed no later than fifteen (15) days from the date of the applicable failure. The correction of any such failure shall be performed entirely at Contractor's expense unless it has been determined, by mutual agreement of the Contractor and County's Program Manager or through the dispute resolution procedures set forth herein, that Contractor was not a material, contributing cause of such failure or that a breach or default by the County (or any agent, subcontractor, or other third party under the direction and control of the County), with regard to any of its duties and obligations under this Agreement, was the direct and predominant contributing cause of such failure, and that Contractor could not have reasonably avoided, worked around, or promptly mitigated the effects of, such failure without expending a material amount of additional time or resources.

59.7.2 Pending Disputes

Unless otherwise directed by the County, and notwithstanding the pendency of any Disagreement or Root Cause Analysis as to the cause of a defect, malfunction, or difficulty, Contractor shall take prompt and reasonable steps to correct such defect, malfunction, or difficulty at its sole cost.

59.7.3 Compatibility of Resources

Contractor shall ensure that the RCMIS Systems, all Services, and all Software, assets, hardware, equipment, and other resources and materials (collectively, the “Contractor Resources”) that are provided by Contractor to the County, otherwise utilized by Contractor, or approved by Contractor for utilization by the County, in connection with the use or operation of the RCMIS Systems, or with the providing or receiving of the Services, shall be successfully and fully integrated and interfaced, and shall be compatible, with, all applicable County Software and all other applicable Software, services, systems, items, and other resources (collectively, the “County Resources”) that are owned by or leased or licensed to the County, or that are provided to the County by third party service providers. To the extent that any interfaces need to be developed or modified in order for the Contractor Resources to integrate fully and successfully, and be compatible, with the County Resources, Contractor shall be responsible for the development or modification of such interfaces and for such integration, and all such activities shall be deemed to be Services within the scope of this Agreement.

59.8 Anti-Malware Protections

The Contractor’s data center shall have strong access controls and secure practices, such as specialized authorization system(s), in effect at all times to prevent unauthorized physical and virtual access to hosted County systems. County servers and network equipment hosted at the data center shall be properly secured from the threat of cyber hackers and viruses through appropriate intrusion detection tools, proactive 24x7x365 monitoring and prompt installation of new software updates, hot fixes and security patches.

Contractor shall use industry best practices regularly to identify, screen, and prevent any Disabling Device in resources utilized by Contractor in connection with the provision or receipt of the Services and shall not itself knowingly or intentionally install (and shall prevent its Subcontractors from knowingly and intentionally installing) any Disabling Device in resources utilized by Contractor, the County, or any Subcontractor, in connection with the provision or receipt of the Services. A “Disabling Device” is a virus, timer, clock, counter, time lock, time bomb, or other limiting design, instruction, or routine that would purposely and inappropriately erase data or programming or cause any resource to become inoperable or otherwise incapable of being used in the full manner for which such resource was intended to be used, and any device that may be used as a host to access County information or launch attacks on County RCMIS Systems.

Contractor shall assist the County in reducing and mitigating the effects of any Disabling Device discovered in any resource related to the provision or receipt of the Services, especially if such Disabling Device is causing a loss of operating efficiency or data. Timers, clocks, counters, and time locks included as part of any commercial Software, used by the County, by the manufacturer of that Software shall not be considered Disabling Devices for purposes of this Section.

59.9 Standards

Contractor shall utilize procedures, processes and certifications with respect to its provision of the Services and shall continually ensure that all of its procedures and processes comply with the requirements of such certifications or successor certifications. In addition, Contractor shall ensure that it, its employees, agents, and Subcontractors take no action that results in the County losing any quality certification in existence as of the Effective Date, or which the County obtains or seeks to obtain after such date.

59.10 Non-Exclusivity

Nothing herein shall prevent the County from providing for itself or obtaining from any third party, at any time during the Term or thereafter, the Services, or any other products or services. Nor shall anything in this Agreement be construed or interpreted as limiting the County's right or ability during the Term to increase or decrease its demand for Services hereunder. In the event that the County elects to provide for itself (or engage third parties to provide for it) any RCMIS services not provided under this Agreement, Contractor shall provide to the County, or its chosen service provider, reasonable cooperation, assistance, and access, as necessary to facilitate the integration and interfacing of such other RCMIS with Services.

59.11 Location of Performance

Except where Contractor obtains the County's Program Manager's prior written approval, Contractor shall perform all of the Services only from or at Locations within the geographic boundaries of the United States. Any County approval for the performance of Services outside of the geographic boundaries of the United States shall be limited to the specific instance and scope of such written approval, including the types of Services and Locations involved.

60. RELATIONSHIP MANAGEMENT

60.1 Status Reports

Periodically during the Term of this Agreement, but not less frequently than once each month, Contractor shall deliver to the County's Relationship Manager a written report summarizing the progress of the Services and the operation of the RCMIS Systems during the preceding month, including problems that have occurred and could delay Contractor's performance of anticipated activities and expected problems during the upcoming month (each such report, a "Status Report"). At a minimum, each Status Report shall include: (a) the current status and progress of the performance of the Services and an assessment of how such status and progress compares to the Milestones, the Implementation Plan, and any other Attachments or Appendices or deadlines set forth in the Scope of Work; (b) any actual delays; (c) any reasonably anticipated delays; (d) any failures, or correction of any failures; and (e) such other information as the County may reasonably request from time to time. Notwithstanding the foregoing, Contractor shall immediately notify (but in no event more than five (5) business days after Contractor first knew of such obstruction or delay) the County's Relationship Manager, in writing, in the event that Contractor is materially obstructed or delayed in its performance of the Services.

60.2 Status Meetings

During the Term, representatives of the Parties shall meet periodically as requested by the County to discuss matters arising under this Agreement. Each Party shall bear its own costs in connection with the attendance and participation of such Party's representatives in such meetings. The place and time, and

whether to meet via teleconference or in person, shall be as determined as mutually agreed upon by the Parties.

61. ACCEPTANCE TESTING

All Deliverables shall be provided to the County by Contractor in conformity with all requirements, specifications, Acceptance Criteria, and time Attachments or Appendices set forth or referenced in this Agreement. Contractor shall at all times utilize complete and thorough Acceptance Testing Procedures, and appropriate Acceptance Criteria, all of which shall be subject to review and approval by the COUNTY'S PROGRAM MANAGER, and no such activities shall be deemed completed until all Acceptance Criteria, whether set forth in this Agreement or set forth in any Schedule hereto or otherwise mutually agreed upon by the Parties in writing, have been successfully met.

61.1 Acceptance Testing

Following Contractor's notification to County that Contractor has completed any component or deliverable identified in this Agreement, including In-Scope Service Requests and Out-of-Scope Work Orders, at a mutually agreed scheduled time thereafter, County shall begin testing the component or deliverable to determine whether such component or deliverable conforms to the applicable specifications and/or standards (collectively, the "Acceptance Criteria"). After County has completed such testing or upon expiration of the agreed-upon testing period (the "Acceptance Testing Period"), County shall notify Contractor in writing either that: (a) the component or deliverable meets the Acceptance Criteria and that acceptance of such component or deliverable has occurred ("Acceptance"); or (b) the Acceptance Criteria have not been met and the reasons therefor. If the component or deliverable is identified as being part of a larger, integrated system being developed thereunder, then any Acceptance under the terms of this subsection shall be understood as being conditional acceptance ("Conditional Acceptance"), and such component or deliverable shall be subject to Final Acceptance as described below.

61.2 Cure

If County determines that a component or deliverable does not conform to the applicable Acceptance Criteria, County promptly shall deliver to Contractor an exception report describing the nonconformity (the "Exception Report"). Within five (5) calendar days following receipt of the Exception Report, Contractor shall: (a) perform a Root Cause Analysis to identify the cause of the nonconformity; (b) provide County with a written report detailing the cause of, and procedure for correcting, such nonconformity; (c) provide County with satisfactory evidence that such nonconformity will not recur; and (d) immediately cure the nonconformity; provided, however, that if the nonconformity is incapable of cure within such ten (10) calendar day period then, within such ten (10) calendar day period, Contractor shall present to County a mutually agreeable plan to cure such nonconformity within a reasonable amount of time. Upon Contractor's notice to County that Contractor has cured any such nonconformity, County shall re-test the defective component or deliverable for an additional testing period of up to thirty (30) calendar days or such other period as the Parties may mutually agree upon in writing, at the end of which period the process described in subsection (b) above shall be repeated.

61.3 Final Acceptance

Upon achievement of Conditional Acceptance for all identified components or deliverables, County shall begin testing the system that is comprised of such components or deliverables using the applicable test

procedures and standards to determine whether such system performs as an integrated whole in accordance with the Acceptance Criteria. After County has completed such testing or upon expiration of the testing period (the "Final Acceptance Testing Period"), County shall notify Contractor in writing that: (a) the system, and all components and deliverables that are a part thereof, meet the Acceptance Criteria and that final acceptance of the system and such components and deliverables has occurred ("Final Acceptance"); or (b) that the Acceptance Criteria have not been met and the reasons therefor. If County determines that the Acceptance Criteria have not been so met, the process described in subsection (b) above shall be initiated, with all references to "component or deliverable" being references to the "system," and all references to the "Acceptance Testing Period" being references to the "Final Acceptance Testing Period." Neither Conditional Acceptance, Acceptance, nor Final Acceptance by County shall constitute a waiver by County of any right to assert claims based upon defects not discernable through conduct of the applicable test procedures and subsequently discovered in a component or deliverable or the system following County's Final Acceptance thereof. Nothing else, including County's use of the system, or any component thereof, shall constitute Final Acceptance, affect any rights and remedies that may be available to County and/or constitute or result in "acceptance" under general contract law, any state uniform commercial code or any other law.

62. PERSONNEL

62.1 Contractor Personnel

62.1.1 Contractor's Relationship Manager

Contractor represents that the individual designated as Contractor's Relationship Manager is, and promises that any replacement holder of such position shall be, an experienced manager who is knowledgeable as to the County, its respective businesses, business practices, functions, and related activities, and its respective RCMIS Systems, requirements, and needs. The County shall have the right to interview, as the County deems necessary, and participate (by providing input and recommendations) in the final selection of, Contractor's Relationship Manager. Without the prior written consent of the County's Program Manager which consent shall not be unreasonably withheld, Contractor shall not: (a) designate a replacement for Contractor's Relationship Manager; or (b) voluntarily replace or reassign the individual serving as Contractor's Relationship Manager during the first twelve (12) months after the date that such individual commences performing the duties of Contractor's Relationship Manager hereunder. Contractor's Relationship Manager shall at all times: (i) act as the primary liaison between Contractor and the County's Relationship Manager; (ii) have overall responsibility for directing all of Contractor's activities hereunder, directing the performance of all Services from inception through completion; (iii) be vested with the necessary authority to fulfill all of the responsibilities of Contractor's Relationship Manager described in this paragraph; (iv) coordinate the preparation of proposals and other responses to the County's requests hereunder, business plans, proposed statements of work, Specifications, Acceptance Criteria, Acceptance Testing Procedures, operating budgets, and financial terms and conditions related to any additional work to be performed by Contractor under this Agreement; and (v) coordinate and conduct periodic program review sessions with the County to discuss costs, Attachments or Appendices, and any relevant technical aspects of Contractor's performance under this Agreement.

62.1.2 Additional Personnel Requirements

Contractor shall, at all times, make available appropriate and sufficient numbers and types of Contractor Personnel, in addition to Contractor's Relationship Manager, to timely perform Contractor's obligations hereunder, in accordance with this Agreement and all Attachments or Appendices hereto.

62.1.3 Qualified Personnel

In the event that Contractor fails to meet any of its obligations with respect to the required proficiency of any Contractor Personnel, Contractor shall promptly, as directed by the County, either: (a) take such action with respect to such Contractor Personnel, including promptly providing appropriate training, education, or orientation, as necessary for such Contractor Personnel to meet the applicable requirements set forth in this paragraph; or (b) in the event that the County has notified Contractor that such Contractor Personnel does not meet the applicable requirements, remove and replace such Contractor Personnel with an appropriately qualified individual, in accordance with this Agreement, and such position shall be filled by a qualified person no later than thirty (30) days following the date of removal or replacement.

62.1.4 Employee Qualification and Verification

Subject to and in accordance with applicable law, Contractor, prior to assigning an individual as Contractor Personnel and at Contractor's sole expense, shall have appropriately verified the qualifications of such individual, and including verifying employment history, conducting reference checks, verifying non-employer technical certifications or education completed or degrees awarded, performing drug testing, conducting fingerprinting and a security background check that includes investigation and identification of all state or federal misdemeanor or felony convictions of such individual, and criminal charges pending against such individual, during the immediately preceding seven (7) years, and performing such other types of verification as reasonably requested by the County. Within thirty (30) days of the Effective Date and every twelve (12) months on the anniversary of the Effective Date thereafter, Contractor will certify in writing to the County that each and every employee of Contractor and any Subcontractor working on County's account or having access to County Confidential Information meets all employee qualifications required in this Agreement and under law. Failure to provide such certification constitutes a material breach of this Agreement.

62.1.5 Employee Eligibility Verification

Contractor represents and warrants that it is and will be in full compliance with all Federal and State statutes and regulations regarding the employment of aliens (as that term is defined in applicable Federal statutes or regulations) and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

62.1.6 Non-Discrimination

In the performance of this Agreement, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage in nor permit any employees or Subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all penalties imposed for a violation of anti-discrimination law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.

62.1.7 EDD Independent Contractor Reporting Requirements

California Senate Bill 542 requires businesses and government entities to report specified information regarding independent contractors to the Employment Development Department (EDD). This information will be used by the EDD to assist in locating parents who are delinquent in their child support payments. An independent contractor is defined as a sole proprietor who is not an employee of the business or government entity for which that individual is performing a service and who received compensation and/or executes an Agreement for services performed or that business or government entity either in or outside of California.

62.1.8 Specialized Personnel

If it is necessary, in connection with the performance of the Services, that Contractor Personnel or Subcontractors be assigned responsibilities in a County Location (not including any Locations leased or subleased by Contractor from the County) that requires special health, security, or safety training, as deemed by County, then such training will be provided by the County to such individuals and Contractor shall make such individuals reasonably available for such training, with each Party being responsible for its own costs associated with such training (i.e., among other things, Contractor shall not charge the County any Fees for any amount of time spent by any of the Contractor Personnel or any Subcontractor attending or receiving such training).

62.1.9 Training

Contractor shall provide, and cause its Subcontractors to provide throughout the Term of this Agreement, all such technical and interpersonal training to the Contractor Personnel, and to any employees of Contractor's Subcontractors that are assigned to provide Services hereunder, as may be necessary and appropriate for them to collectively perform, on behalf of Contractor, all of Contractor's duties under this Agreement. In any event, the levels and extent of training provided by Contractor to the Contractor Personnel shall be at least equal to the average levels of training given to other Contractor employees holding comparable positions, under similar circumstances, and performing work of a similar nature and level of complexity.

62.1.10 Replacement of Personnel

Notwithstanding anything to the contrary contained elsewhere in this Agreement, if the County believes that the performance or conduct of any Contractor Personnel or Subcontractor is unsatisfactory for any reason, or is not in compliance with the provisions of this Agreement, the County may so notify Contractor, and shall provide an explanation of the unsatisfactory or noncompliant performance or

conduct. At the County's request, Contractor shall promptly remove such person. In such event, Contractor shall promptly replace that person with another person acceptable to the County and meeting all of the applicable requirements described in this Section.

62.2 The County's Relationship Manager

The County represents that the individual designated as the County's Relationship Manager is, and shall ensure that any replacement holder of such position shall be, an experienced manager who is knowledgeable as to the County, its respective businesses, business practices, functions, and related activities, and its respective RCMIS Systems, requirements, and needs. The County's Relationship Manager shall at all times: (a) act as the primary liaison between the County and the Contractor's Relationship Manager; and (b) have overall responsibility for directing and coordinating all of the County's activities hereunder; and (c) be vested with the necessary authority to fulfill all of the responsibilities of the County's Relationship Manager described in this paragraph.

62.3 Conflict of Interest

The County's policies expressly prohibit it and its employees from engaging in activities involving a conflict of interest. Contractor shall not at any time during the Term of this Agreement knowingly employ or otherwise engage any County employee for any purpose in any way related to Contractor's performance of its obligations hereunder. Contractor shall at all times exercise reasonable care and diligence to prevent any actions, circumstances, or conditions that could result in a conflict between Contractors (or any of its employees, agents, or Subcontractors) and the best interests of the County. Such efforts by Contractor shall include establishing reasonable precautions to prevent its employees, agents, and Subcontractors from making, receiving, providing, or offering to any employees of the County any gifts, entertainment, payments, loans, or other considerations that could appear to or be deemed to, or create the impression of an attempt to, influence individuals to act in a manner contrary to the best interests of the County.

62.4 Non-Solicitation of Employees

Except as otherwise expressly provided in this Agreement, during the Term and for the first twelve (12) months thereafter, neither Party shall, without the prior written consent of the other Party, directly or indirectly solicit, entice, encourage, or otherwise recruit any employee of such other Party whose duties and responsibilities include performing services directly or indirectly connected with performance under this Agreement to leave such other Party's employ in order to accept employment or other engagement with the soliciting Party, its Affiliates, actual or prospective contractors, or any other Person. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement shall not prohibit solicitations by either Party through general advertising or other publications of general circulation. In no way is this Section intended, nor shall it be deemed, to restrict or limit any individual's right to seek employment, but rather this Section is intended to, and shall, prevent each Party from actively recruiting the employees of the other Party (except as provided in this Agreement), thereby depriving such other Party of vital resources, in the securing, development, training, and deployment of whom it has expended considerable time and resources.

63. AUTHORITY RETAINED BY COUNTY

The County shall have and at all times retain the exclusive right and authority to: (a) define, determine, and control the County's RCMIS-related policies, strategies, objectives, and goals; (b) define, determine, and alter any or all of the County's business processes; and (c) assess Contractor's quality and performance. Contractor shall, at all times during the Term and during Disentanglement, perform and provide the Services in accordance with the strategies, processes, and policies described in the immediately preceding sentence, subject to the terms of this Agreement.

64. FINANCIAL TERMS

As full remuneration, and the sole and entire financial consideration, for Contractor's performance of all of the Services, provision of the Deliverables, operation, support, and maintenance of the systems, furnishing of the Contractor Personnel and required materials, addressing and resolving any Disagreements or difficulties that may arise or are encountered, and performance of all of the other tasks, activities, services, duties, and obligations of Contractor under this Agreement, and for assuming all related risks, the County shall pay to Contractor the Fees, in accordance with this Section 6.

64.1 Fees**64.1.1 General**

County shall pay Contractor the Fees for the Services actually performed by Contractor in accordance with the terms and conditions of this Agreement and Schedule B attached hereto. Except as otherwise expressly provided in this Agreement, Contractor shall not be entitled under this Agreement to any additional or separate compensation or reimbursement, other than the Fees expressly set forth in the Schedule B, for the performance of Services, for any costs or expenses incurred in connection with performance hereunder, for any Implementation fees or exit fees, or for any other type or form of fees or reimbursement. Unless otherwise agreed in writing, changes in the Services and changes in the rights or obligations of the Parties under this Agreement (collectively, "Agreement Changes") shall result in changes in the applicable Fees only if and to the extent this Agreement, as it may be amended as provided herein, expressly provides in Schedule B for a change in the Fees in such circumstances or the pricing methodology expressly provides for a price change in such circumstances.

64.2 Most-Favored Customer/Best Prices

Contractor's charges to the County for the Services, in the aggregate, shall be competitive with, or more favorable to the County than, Contractor's charges for substantially similar services to Contractor's most favored customers (i.e., those customers to whom Contractor charges its lowest prices), purchasing substantially similar volumes of such services under substantially similar circumstances and terms and conditions. For purposes of the immediately preceding sentence: (a) the circumstances to be considered in determining what constitutes "substantially similar services" are the service levels, warranties, and other obligations required by those customers of Contractor, the rights of Contractor under agreements with those customers, the technology base used by the customer, the specific combination of services required by the customer, the time period during which services are provided, and the overall revenue stream generated by the customer, taking into account the term of the underlying agreement; and (b) no distinction shall be made between Contractor's customers that are private entities and those that are in the public sector. If Contractor offers to any such U.S.-based customer substantially similar services at

similar (or lesser) volumes and at a price materially lower or a discount materially greater than the applicable Fees charged to the County hereunder, then such Fees shall simultaneously be lowered by Contractor to the extent necessary to match such lower price or greater discount (or, to the extent such Fees have already been paid, Contractor shall promptly refund to the County the difference between the Fees already paid and the lower price for the time period during which such lower price has been in effect). Contractor shall notify County of the occurrence of such a lower price or greater discount as described in this Section within thirty (30) days after Contractor's offering or providing such lower price or greater discount to another such customer. From time to time, but in any event no more than once annually, Contractor's Chief Financial Officer shall, upon written request from the County, promptly certify in writing that Contractor is in compliance with this Section. Nothing herein shall require that Contractor disclose to the County, or to the County's Auditors, accountants, or attorneys, any information that Contractor is legally prohibited, by contract, statute, or otherwise, from disclosing to the County, regardless of the existence of any dispute pertaining to this Section.

64.3 Invoices

64.3.1 Contractor Invoices

Contractor shall invoice the County for the Fees in accordance with the provisions of Schedule B, but in no event more frequently than once per month in arrears. Credits and adjustments for any given month will be applied against the next monthly invoice after the invoice for such month. For example, Contractor's December 2006, invoice will include Fees for Services performed during November 2006, and any credits or adjustments applicable to Services performed in October 2006. Each such invoice shall be in a County-approved format (or such other reasonable format as specified from time to time by the County) and, with respect to the Fees, credits, adjustments or the timeframe to which such invoice is applicable, shall set forth in reasonable detail: (a) an itemized accounting of the Fees and any applicable credits and adjustments; (b) the Services performed (e.g., each particular activity or task); (c) with respect to any Services billed on an hourly or time-and-materials basis, the number of Contractor man hours, identity of the Contractor Personnel performing such Services, and corresponding Fees attributable to each such Contractor Person's performance of such Services; (d) any other information or data necessary to support such Fees, credits, and adjustment. Any improperly formatted invoices may be returned by the County for correction and resubmission, provided that such return occurs timely and that the County identifies in reasonable detail what is not correct.

64.3.2 Payment by County

The County shall pay Contractor all undisputed amounts set forth in invoices properly issued in accordance with this Section 6, within sixty (60) days after receipt thereof, or ninety (90) days after receipt of the applicable Services, whichever is later. The County may, however, withhold payment of any invoiced amounts that the County disputes in good faith, pending resolution of the matter, or otherwise as permitted in this Agreement. Contractor may submit a preliminary draft invoice to the County in order to attempt to minimize any issues that could lead to a disputed invoice. The County shall have no more than sixty (60) days to make payment to Contractor following the date the payment dispute is resolved with Contractor. All payments by the County shall be made by wire transfer, unless the Parties mutually agree in writing to an alternative form or method of payment. Payment of Subcontractor Invoices within seven (7) days (or such longer payment period agreed upon by Contractor and

Subcontractor in the applicable subcontract) following Contractor's receipt of payment from the County, Contractor shall pay all Subcontractor(s) performing Services under this Agreement for the share as agreed by Contractor and Subcontractor of the payment received for Services performed by the Subcontractor(s) hereunder. Contractor shall notify County and the applicable Subcontractor(s), in writing, of any intention to withhold payment to such Subcontractor(s) and the basis for such withholding. Any obligation of Contractor to pay a Subcontractor on any amounts owed to such Subcontractor shall not be construed to be an obligation of the County.

64.4 Set-Off

The County may set off against any and all amounts otherwise payable to Contractor pursuant to any of the provisions of this Agreement: (i) any and all amounts claimed by the County in good faith to be owed by Contractor to the County pursuant to any of the provisions of this Agreement; and (ii) any and all amounts claimed by the County in good faith to be owed by Contractor pursuant to any other written agreement between the Parties. Within twenty (20) days after any such set-off by the County, the County shall provide Contractor with a written accounting of such set-off and a written statement of the reasons therefore.

64.5 Disputed Amounts

The County may withhold payment of Fees or any other charges otherwise due to Contractor under this Agreement to the extent that the County disputes such charges in good faith. In such case, the County shall provide to Contractor a reasonably detailed written explanation of the basis for the dispute and shall continue to make payments of undisputed amounts as otherwise provided in this Agreement. If any disputed amounts are later determined to have been improperly withheld (i.e., properly charged by Contractor), then the County shall be obligated to pay the withheld amount in accordance with this Agreement, until paid in full. If any paid amounts are later disputed by the County and determined to have been improperly paid (i.e., improperly charged by Contractor), then Contractor shall promptly pay the County, in cash, the improperly paid amount. The failure of the County to withhold payment shall not waive any other rights the County may have with respect to disputed amounts or overpayments. Except as otherwise provided herein, any dispute relating to amounts owed by a Party hereunder, shall be considered a Disagreement.

64.6 Taxes

The Fees shall be inclusive of all taxes imposed with respect to the provision of the Services hereunder, including any sales, use, excise, value-added, services, consumption, or other tax; provided, however, that the County shall not be responsible for, and the Fees shall not include, any taxes imposed on or arising from the following: (a) charges for goods and services provided by the County to Contractor in connection with this Agreement; (b) Contractor's income, revenue or property; or (c) any franchise or privilege taxes. All taxes applicable to the Services under this Agreement shall be separately itemized on any invoice.

64.7 County Payment upon Termination

Contractor shall submit a final completion cost or credit invoice upon any termination of the Term by the County for convenience, pursuant to Section 9.2, or for non-appropriation, pursuant to Section 9.5 hereof. Upon approval of such final invoice, and subject to Contractor's compliance with all material terms and

conditions of this Agreement, the County shall promptly make payment of any remaining amounts due and payable to Contractor for Services rendered, provided, in the case of Termination under Section 9.5, that the final invoice does not contain any amounts attributable to the County Fiscal Year for which appropriations are not made.

64.8 Fee Reductions

Schedule B sets forth specified Fee Reductions that shall be granted to the County if and when Contractor's actual performance of Services fails to meet certain levels, as measured against the Service Levels. It is understood that Fee Reductions are intended to reflect the diminished value of Contractor's Services in the applicable events, but are not intended to constitute penalties or liquidated damages. In no event shall Fee Reductions be the County's sole and exclusive remedy with respect to any failure of Contractor to comply with applicable Service Levels or performance requirements.

65. PROPRIETARY RIGHTS

65.1 County Works

65.1.1 Ownership by the County

All County Works, and all modifications or derivatives of such County Works, including all Intellectual Property Rights in or pertaining to the same, shall be owned solely and exclusively by the County.

65.1.2 License Grant to Contractor

As of the Effective Date, the County hereby grants, and Contractor hereby accepts, a limited, non-exclusive, non-transferable, royalty-free right and license to use the County Works during the Term, to the extent necessary and appropriate for the sole purpose of Contractor's performing the Services, and operating and supporting and maintaining the RCMIS Systems, subject to, and as provided for by, the terms and conditions of this Agreement. Contractor acknowledges that the County Works represent the valuable, intellectual property of the County. To the extent necessary for Contractor to provide the Services, such license grant extends to Subcontractors designated by Contractor that sign a written agreement to be bound by all of the terms contained herein applicable to the County Works. Contractor and its Subcontractors shall not (a) use any of the County Works for the benefit of any Person other than the County, or (b) reverse assemble, reverse engineer, translate, disassemble, decompile any of the County Works without the prior written approval of the County, which may be withheld in the County's sole discretion.

65.2 Contractor Works

65.2.1 Ownership by Contractor

All Contractor Works, and all modifications or derivatives of such Contractor Works, including all Intellectual Property Rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

65.2.2 License Grant to the County

As of the Effective Date, Contractor hereby grants, and the County hereby accepts, for the benefit of the County and any third party providers of services to the County, a perpetual, non-exclusive, fully paid, non-transferable, royalty-free license to access, use, copy, adapt, display and perform of, the Contractor Works to the extent necessary for the County to receive the full benefit of the Services during the Term and any period of Disentanglement, and thereafter solely for internal business purposes of the County, and not for commercial exploitation or resale.

65.3 New Works

65.3.1 Ownership by the County

All Work Product, including all Intellectual Property Rights in or pertaining to the same, shall be owned solely and exclusively by the County. Contractor (a) agrees that all copyrightable aspects of such Work Product shall be considered “work made for hire” within the meaning of the Copyright Act of 1976, as amended, (b) hereby assigns to the County exclusively all right, title, and interest in and to all Intellectual Property Rights in and to such Work Product that it may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of Contractor, and (c) acknowledges that the Parties do not intend Contractor to be a joint author of such Work Product within the meaning of the Copyright Act of 1976, as amended, and that in no event shall Contractor be deemed a joint author of such Work Product.

65.3.2 Embedded Contractor Works

To the extent that any Contractor Works are incorporated into, embedded in or made part of the Work Product, notwithstanding anything to the contrary, Contractor shall not be deemed to have assigned its Intellectual Property Rights in such Contractor Works to the County, but Contractor hereby grants to the County, for the benefit of the County and any third party providers of services to the County, a perpetual, non-exclusive, worldwide, fully paid, royalty-free license to access, use, modify, copy, adapt, display, perform and create derivative works of, such Contractor Works to the extent necessary for the County to receive the full benefit of its ownership of the Work Product.

65.3.3 License Grant to Contractor

Subject to the County’s Intellectual Property Rights in the Work Product and the Deliverables, the County hereby grants, and Contractor hereby accepts, a limited, non-exclusive, non-transferable, royalty-free right and license to use the Deliverables during the Term, to the extent necessary and appropriate for the sole purpose of Contractor’s performing the Services, providing other Deliverables, and operating and supporting and maintaining the RCMIS Systems, subject to, and as provided for by, the terms and conditions of this Agreement. To the extent necessary for Contractor to provide the Services, such license grant extends to Subcontractors designated by Contractor that sign a written agreement to be bound by all of the terms contained herein applicable to the Deliverables. Contractor and its Subcontractors shall not (i) use any of the Work Product for the benefit of any Person other than the County, or (ii) except to the extent necessary to perform the Services, reverse assemble, reverse engineer, translate, disassemble, decompile any of the Work Product without the prior approval of the County, which may be withheld in the County’s sole discretion.

65.3.4 Intellectual Property Protection

Contractor shall promptly and fully disclose and deliver all Work Product to the County, in writing (and, with respect to any Software component, in both source code and object code form), together with appropriate user manuals and all other Documentation necessary and sufficient to initially satisfy all of Contractor's related obligations under this Agreement (including the warranties set forth herein) with respect to such Work Product. Contractor shall, at the County's expense, execute and deliver any and all patent, copyright, and other applications, assignments, and other documents or instruments that the County reasonably requests for securing and protecting the Work Product and all Intellectual Property Rights therein or pertaining thereto. The County shall have the sole and exclusive power to file and prosecute such applications and other documents and to take all other similar action concerning the Work Product or their protection. As requested by the County, Contractor shall promptly and fully cooperate in a lawful manner with the County (or any third parties designated by the County), at the expense of the County, in the preparation and prosecution of all such applications and other documents and in any legal actions and proceedings concerning the Work Product.

65.4 Additional Licensing Provisions

65.4.1 General License Grant to the County

Contractor hereby grants to County, its employees and contractors a perpetual, worldwide, assignable, transferable, fully paid up, royalty-free, right and license to use the Software. All costs and expenses associated with the Contractor Software including, without limitation, license, maintenance and support, implementation and/or upgrade fees, shall be deemed to be included in the Fees. The license grant set forth in this Section shall further include and/or be subject to the following:

- (a) All licenses to the Contractor Software shall extend to all County employees, personnel, contractors and other authorized end users;
- (b) The license grant shall include the right to use, copy, disassemble, decompile and reverse engineer the Contractor Software to develop adaptations, enhancements and modifications to the Contractor Software;
- (c) The license grant shall include the right of Contractor to receive all updates, upgrades patches, bug fixes and new releases to the Contractor Software that are commercially available or otherwise made available to all other licensees of such Software; and
- (d) The license grant shall include the right of County to sublicense the rights granted hereunder to its Affiliates, third party developers, consultants, advisors or subcontractors for performance of various tasks (as identified by and on behalf of County) limited to County's internal business purposes as contemplated by this Agreement.

65.4.2 Source Code License

Contractor hereby grants to County, a perpetual, worldwide, assignable, transferable, non-exclusive license to use the source code, object code and related documentation to the Contractor Software for use by County in order to enable County to support the provision of the Services for its benefit and that of its Affiliates. Upon the occurrence of a breach by Contractor of any of its duties, representations and warranties hereunder, County shall have the right to immediately access and use such source code, object

code and related documentation to the Contractor Software in accordance with the license grant set forth in the preceding sentence.

65.4.3 Software and Data Maintenance Services

65.4.3.1 Software Maintenance Services

Contractor shall update and keep current all releases of Contractor Software to the latest releases (or versions) then commercially available, and shall further provide maintenance and support services for the current release of such Software and at least two releases prior to the current version (i.e., maintenance and support for the current version and the n-1 and n-2 versions). All software maintenance and warranty services, including, without limitation, all service desk support for troubleshooting, diagnosis, correction and resolution of problems, and provision of Software updates, upgrades, bug fixes, new releases, shall be set forth in the Scope of Work.

65.4.3.2 Hot Backup Requirement

Contractor shall maintain, throughout the Term of the Agreement a ‘hot backup’ of all County Data managed by Contractor that is transmitted, stored or used on Contractor managed systems, servers, or storage media. Contractor shall employ ‘redo logs’ or other mechanisms to preserve the integrity of County Data to address standard risks associated with ‘hot backups’ (e.g. inconsistency of data that may be altered while the backup is in progress). Notwithstanding the foregoing, County shall be entitled to require Contractor to provide ‘cold backups’ with respect to all County Data of such County, as set forth in the applicable Scope of Work.

65.5 Software Escrow Agreement

- (a) Upon County’s request, the Parties hereto shall enter into a software escrow agreement (“Escrow Agreement”) with a third party escrow agent, which shall be attached hereto as Schedule 7, and incorporated herein by reference. The Escrow Agreement will set forth the terms and conditions upon which the source code, object code and related Documentation of the Contractor Software will be deposited by Contractor into an escrow account, updated by Contractor, verified by County and the conditions and Triggering Events that will govern the release of such escrowed materials to County. Upon the occurrence of a Triggering Event, County shall have the right to access and use the source code, object code, related Documentation and Contractor Software in accordance with its license rights set forth herein.
- (b) Notwithstanding the foregoing, the Escrow Agreement shall require Contractor to make timely deposits of all source code, object code and related Documentation of the Contractor Software, keep the escrow account up to date with all current releases and updates, provide County a right to audit the escrow account and perform a build verification of the source code, and provide County a right to access Contractor Personnel and to offer such personnel employment, upon the occurrence of a Triggering Event.
- (c) For the purposes of this Agreement, a “Triggering Event” shall mean any of the following: (i) Contractor commits an uncured (or incurable) material breach of its

performance obligations under this Agreement, (ii) Contractor makes an assignment for the benefit of creditors, (iii) Contractor files for bankruptcy (which is not dismissed within 90 days) or a complete liquidation or dissolution, (iv) Contractor has a custodian, trustee, receiver or agent appointed to take possession or substantially all of its Assets, or (v) Contractor is declared or becomes 'insolvent' as that term is defined in Title 11 of the United States Code or analogous legislation in any other applicable jurisdiction.

65.6 Escrow License

Contractor grants to County a perpetual, worldwide, non-exclusive, irrevocable, fully paid-up, transferable license to use the source code, object code and related Documentation of the Contractor Software upon the occurrence of a Triggering Event as set forth in the Escrow Agreement (the "Escrow License"). County shall be entitled to procure maintenance and support services from third parties and shall have the right to sublicense to such third parties the right to use such Escrowed Materials for the limited purpose of providing such services to County.

65.7 County Data

Subject to applicable law, the County shall permit Contractor and its Subcontractors to have access to, and make appropriate use of, County Data solely to the extent Contractor requires such access and use in order to properly and appropriately perform the Services as contemplated by this Agreement. Contractor may only access and use County Data in connection with performance of its duties under this Agreement or as specifically directed by the County in writing and may not otherwise use, disclose, modify, merge with other data, commercially exploit, or make any other use of County Data or take, or refrain from taking, any other action that might, in any manner or form, adversely affect or jeopardize the integrity, security, or confidentiality of County Data, except as expressly permitted herein or as expressly directed by the County in writing. Contractor acknowledges and agrees that, as between the Parties, the County owns all right, title, and interest in, and all Intellectual Property Rights in and to, all County Data.

65.8 Cooperation

If at any time either Party brings, or investigates the possibility of bringing, any claim against any third party for infringement of any Intellectual Property Right of such Party, including misappropriation of trade secrets and improper use or disclosure of confidential information, then the other Party, upon the request and at the expense of the requesting Party, shall cooperate with and assist such requesting Party in the investigation or pursuit of such claim and provide such requesting Party with any information in its possession that may be of use to such requesting Party in the investigation or pursuit of such claim. Notwithstanding the foregoing, if an Affiliate, County, customer, or other business associate of a Party becomes the subject of such an investigation by the requesting Party, such Party will provide reasonable cooperation to the requesting Party, to the extent not inconsistent with such Party's legal and contractual obligations to such Affiliate, County, customer, or business associate.

66. COMPLIANCE WITH COUNTY POLICIES AND PROCEDURES

66.1 Policies and Procedures

Contractor, its Subcontractors, the Contractor Personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance of the Services, provision of the Deliverables, and operation, maintenance, and support of the RCMIS Systems. Contractor shall cooperate with the County in ensuring Contractor's compliance with the policies and procedures described in this Agreement, and any material violations or disregard of such policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for denial of access or use by Contractor Personnel to the County's information systems, networks, equipment, property, and facilities. Without limiting the foregoing, Contractor agrees to the following:

66.2 Security and Policies

At all times during the Term, Contractor shall provide all Services, use all resources related thereto, and use, operate, support, and maintain the RCMIS Systems, in a secure manner and in accordance with the County's and County's security requirements, policies, and procedures as modified, supplemented, or replaced by the County or County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). In the event that any revision, modification, supplement or replacement of any of the Security Policies causes Contractor to incur additional expense or deploy additional resources or otherwise increase the effort required by it to fulfill its obligations under this Agreement, and Contractor so notifies County of such fact in advance and receives County's approval to proceed, Contractor shall be entitled to receive additional Fees sufficient to compensate Contractor for such additional expense, additional resources or increased effort. Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to and use of RCMIS Systems and the networks involved with the provision or receipt of Services, including the implementation and deployment network management and maintenance applications and tools, the use of appropriate encryption technologies, and the other security-related Services described in this Agreement. In addition, all Contractor Personnel (including personnel of any Subcontractors) shall be subject to, and shall at all times conform to, all of the County's policies, procedures, rules, and requirements regarding the protection of premises, materials, equipment, and personnel. Contractor shall, and shall cause the Contractor Personnel and Subcontractors to, fully comply with and abide by all such Security Policies at all times during the Term. Any violation or disregard of such Security Policies by an individual Contractor Person or Subcontractor shall be cause for denial of access of such Person to the County's RCMIS Systems or property. Contractor shall exercise due care and diligence to prevent any injury to person or damage to property while on the County's premises.

66.3 Information Access

Contractor shall at all time use appropriate safeguard and security measures so as to ensure the confidentiality and security of all Client Data. Prior to performing any Services, Contractor personnel who will access the RCMIS Systems, or County Data, shall execute a confidentiality and non-disclosure

agreement concerning access protection and data security in the form provided by County. At all times during the Term, Contractor shall, and shall cause the Contractor Personnel and Subcontractors, and the employees or agents of any of the foregoing, to, fully comply with all of the County's policies and procedures regarding data access and security, including those prohibiting or restricting remote access to the RCMIS Systems and County Data, as set forth in the Security Policies. Contractor shall, and shall cause the Contractor Personnel and Subcontractors to, fully comply with and abide by all such Security Policies at all times during the Term. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor Person to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. From time to time throughout the Term, upon request from the County but at least once each Agreement Quarter, Contractor shall provide the County with an accurate, up-to-date list of those Contractor Personnel having access to the County's RCMIS Systems, or data, and the respective security level or clearance assigned to each such Contractor Person. All RCMIS Systems, and all data contained therein, including County Data, used or accessed by Contractor Personnel: (a) shall be used and accessed by such Contractor Personnel solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, the Contractor Personnel or any Subcontractor, at any time. Contractor acknowledges and agrees that any failure to comply with the provisions of this Section shall entitle the County to deny or restrict the rights of such non-complying Contractor Personnel to access and use the RCMIS Systems and County Data, as the County in its sole discretion shall deem appropriate.

66.4 Enhanced Security Measures

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

66.5 General Security Standards

At all times during the Term, Contractor shall maintain a level of security with regard to the RCMIS Systems and County Data for which Contractor has agreed in this Agreement to provide or manage physical security, that in all events is at least as secure as each of the following levels of security: (a) that were maintained by the County with regard to such RCMIS Systems and County Data prior to the Effective Date; (b) that are maintained by Contractor with regard to its own systems, data, and facilities of a similar nature and import; and (c) that are common and prevalent in the industry and in accordance with industry best practices.

66.6 Breach of Security

Any material breach or violation by Contractor or its Subcontractors, or the employees or agents of any of the foregoing, or of the Security Policies, shall be deemed a material breach of a material obligation of Contractor under this Agreement, and any chronic or critical breach by Contractor or its Subcontractors, or the employees or agents of any of the foregoing, or of the Security Policies shall be deemed an incurable and material breach of a material obligation of Contractor under this Agreement. The Parties agree that for the purposes of this Section a breach shall only be deemed material if: (a) Contractor has failed to act in material accordance with the Security Policies or the security provisions of the Procedures Manual, or the applicable terms of the SOWs; or (b) Contractor has failed to use industry best practices and methods in performing its obligations with respect to security services.

66.7 Conduct on Other Party's Premises

Each Party shall, at all times, comply with and abide by all reasonable policies and procedures of the other Party (or that may be established thereby, from time to time) that pertain to conduct on the Party's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the other Party has been provided with a copy of each such policy or procedure. Each Party shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

66.8 Security Audits

Each Agreement Year, County may perform or have performed security reviews and testing based on an RCMIS infrastructure review plan. Such testing shall include ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements. Contractor shall inform County of any security audit or assessment performed that includes County hosted content, within sixty (60) days of such audit or assessment.

66.9 Operation of Contractor Vehicles

The operation of Contractor vehicles or private vehicles of Contractor Personnel on the County's property shall conform to posted and other regulations and safe driving practices. Vehicular accidents on the County's property and involving County personnel shall be reported promptly to the appropriate security personnel.

67. TERM AND TERMINATION

67.1 Term

67.1.1 Initial Term

The period during which Contractor shall be obligated to provide the Services under this Agreement (the "Term") shall commence on the Effective Date and end on the date (the "Expiration Date") that is: (a) the fifth-year (5th) anniversary of the Effective Date (or, in the event of any extension of the Term, pursuant to Section 67.1.2, the last day of the last of such extensions); or (b) the applicable Termination Date, in the event of a termination pursuant to Sections 67.2 through 67.7.

67.1.2 Term Renewals

The County may, in its sole discretion, extend the Term for two additional successive periods of not more than one (1) year (as designated by the County, in its sole discretion), in accordance with the pricing terms and conditions set forth in Schedule B, by providing written notice delivered to Contractor at least ninety (90) days before the end of the then-current Term (as such Term may have been renewed or extended, in accordance herewith).

67.1.3 Notifications

Unless the County shall have already notified Contractor in writing that the County is extending the Term, pursuant to Section 67.1.2, for an additional period, or the Parties shall have already reached written mutual agreement on the terms and conditions to otherwise govern an extension of the Term, Contractor shall notify County in writing within five (5) days before or after the date that is one hundred eighty (180) days prior to the date on which then-current Term shall expire of the approaching expiration of the Term.

67.2 Termination by the County for Convenience

In accordance with this Section, the County shall have the right to terminate for its convenience, at any time and for any reason or no reason: (a) the Term of this Agreement with regard to the Services, or (b) any portion of the Services (e.g., a Service Area or subcomponent), then being provided by Contractor. Any such termination shall be effected by the County sending to Contractor a written notice of termination specifying the extent of the Services being terminated and the intended date (the "Termination Date") upon which, at 11:59 p.m., such termination shall be effective (any such notice, a "Termination Notice"). The Termination Date specified in any such Termination Notice sent by the County pursuant to this Section shall be at least ninety (90) days after the date of such Termination Notice.

67.3 Termination by the County for Change in Control

In the event of a change of control of Contractor (as described below) resulting from a single transaction or a series of related transactions, the County shall have the right to terminate: (a) the Term of this Agreement with regard to the Services, or (b) any portion the Services (e.g., a Service Area or subcomponent), then being provided by Contractor by sending to Contractor a Termination Notice at least thirty (30) days before the Termination Date specified therein. Solely for purposes of this Section: (i) "control" means the legal, beneficial, or equitable ownership, direct or indirect, of more than fifty percent (50%) of the aggregate of all voting or equity interests in Contractor; and (ii) a "change in control" shall be deemed to have occurred whenever, as a result of a single transaction or a series of related transactions, a Person (or a group of Persons acting in concert) that had not previously had control of Contractor

obtains control of Contractor, in accordance with clause (i) of this Section, no fees shall be payable by the County to Contractor.

67.4 Termination for Default

67.4.1 County Right to Terminate

Notwithstanding anything to the contrary herein, the County shall have the right to terminate: (a) the Term of this Agreement with regard to the Services, or (b) any portion the Services (e.g., a Service Area or subcomponent), then being provided by Contractor by delivery of a Termination Notice to Contractor, if Contractor commits a Default under this Agreement. In the event of any such termination by the County for Default, Contractor shall nevertheless perform its Disentanglement obligations under this Agreement until they are fulfilled for up to one (1) year after the effective date of such termination. Any such termination shall not constitute the County's exclusive remedy for such Default, nor shall such a termination cause the County be deemed to have waived any of its rights accruing hereunder prior to such Default. If the County terminates the Term or any portion of the Services as a result of a claimed Default by Contractor pursuant to the terms of this Section, and Contractor does not agree that a Default was committed, then Contractor shall have the right to avail itself of all remedies available to it at law or in equity. In the event that it is subsequently and finally determined by a court of competent jurisdiction, or otherwise mutually agreed by the Parties in writing, that the circumstances claimed by the County to constitute a Default by Contractor, and that formed the basis of a termination of the Term of this Agreement or any portion of the Services by the County pursuant to this Section, did not in fact constitute a Default, then the Term of this Agreement, or applicable portion of the Services, shall be deemed to have been terminated by the County for its convenience, as of the Termination Date specified by the County in the Termination Notice originally delivered with respect to such termination shall thereafter in all respects govern such termination, except that any additional Fees and Interest, if any, payable to Contractor as a result thereof shall be deemed due and payable by the County no earlier than the date of such final determination or mutual written agreement.

67.5 By Contractor

Contractor may terminate this Agreement solely if: (a) the County has failed to make payments due and payable hereunder, (b) the aggregate total of such payments exceeds One Hundred Thousand Dollars (\$100,000), (c) such payment is not subject to a good faith dispute, (d) Contractor provides County with a minimum of ninety (90) days written notice after the payment's due date of its intent to terminate; and (v) no less than ninety (90) additional calendar days pass with such payment not having been made.

67.6 Termination by the County for Non-Appropriation

This Agreement is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each year during the Term of this Agreement. If such appropriations are not made, the Agreement will be terminated without liability to the County. Contractor acknowledges that funding or portions of funding for this Agreement may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Agreement without liability.

67.7 Termination for Incurred Liability

Notwithstanding anything to the contrary in Section 17, the County shall have the right to terminate: (a) the Term of this Agreement with regard to the Services, or (b) any portion the Services, then being provided by Contractor by delivery of a Termination Notice to Contractor at least ninety (90) days before the Termination Date specified therein.

67.8 Additional Termination Right of County

In the event Contractor, any of its Subcontractors, or any of each of their employees is or becomes debarred and declared ineligible, or voluntarily excluded from covered transactions with respect to all business with the United States Government, then the County shall have the right, at its option, to terminate the Term of this Agreement with regard to any or all of the Services without liability by delivering a Termination Notice.

67.9 Effect of Ending of Term

The expiration or termination of the Term shall not constitute a termination of this Agreement, and all terms and conditions of this Agreement shall continue in force and effect until all other duties and obligations of the Parties (including Contractor's Disentanglement obligations under Section 68 and the County's obligations under this Agreement to pay the applicable Fees for Services rendered) have been fully performed, discharged, or excused. In the event the County elects to terminate all or any particular portion of the Services pursuant to the terms of this Section 67: (a) Contractor shall perform its Disentanglement obligations under Section 68, to the extent applicable to the portion of the Services being terminated; (b) Contractor shall be entitled to the unpaid Fees for Services actually rendered up to and including the applicable Termination Date except in the case of non-appropriation under Section 67.5, in accordance with Schedule B; and (c) to the extent applicable to the portion of the Services being terminated, the County shall promptly pay any portions of previously earned Fees held back by the County in accordance with Schedule B and in connection with previously delivered partial or completed Deliverables or milestones.

68. DISENTANGLEMENT

68.1 General Obligations

In connection with any expiration or termination of the Agreement, or with termination of Contractor's performance of the Services, or any portion thereof (e.g., a Service Area or subcomponent), then being provided hereunder, Contractor shall take all necessary and appropriate actions to accomplish a complete, timely, and seamless Implementation from Contractor to the County, or to any third party service providers designated by the County, of the Services being terminated or expiring, without interruption or adverse impact on the Services, the Service Levels, or any other services provided to the County by third parties (all such actions, collectively, a "Disentanglement"). Contractor shall promptly cooperate with the County and any designated service providers, and take all steps necessary and appropriate, or reasonably requested, to assist the County in effecting a complete and timely Disentanglement, including the provision to the County and any designated service providers of all information necessary to effect the Implementation, and assume and continue the provision, of any terminated Service sufficient for reasonably skilled personnel to understand and operate those Services, subject to any such service providers agreeing to protect the confidentiality of Contractor's confidential information. For up to

twelve (12) months, Contractor shall provide for the prompt and orderly conclusion of all work related to the Services being terminated, as the County may direct, including completion or partial completion and documentation of all work in progress, and other appropriate measures to assure and effect an orderly Implementation to the County or its designated service providers. All actions performed and services provided by Contractor related to Disentanglement shall be deemed Services and all such Disentanglement Services performed by Contractor shall be at no additional cost to the County beyond what the County would have paid for the Services absent Contractor's performance of Disentanglement Services. Subject to Section 68.4.1, Contractor's obligation to provide such Disentanglement Services shall terminate on the earlier of (a) completion of Disentanglement satisfactory to the County, including performance by Contractor of all of its obligations pursuant to this Section 68, and (b) twelve (12) months after of the notice of termination of this Agreement or a portion of the Services, described in Section 68.2.

68.2 Disentanglement Process

In the event that the Term of this Agreement or any portion of the Services is terminated by either Party, the Disentanglement process shall begin on the date that any Termination Notice is delivered, or, if no Termination Notice has yet been delivered, the Disentanglement process shall begin on the expiration date of the Term (as applicable, the "Disentanglement Commencement Date") and, unless the Parties subsequently agree in writing to extend the Term, Contractor shall continue to provide Disentanglement Services, in accordance with this Section 10 or as the County reasonably requests, until the earlier of a Disentanglement satisfactory to the County has been completed, or a period that may last up to twelve (12) months after receipt of the notice of termination of this Agreement or a portion of the Services. As soon as reasonably practicable after the Disentanglement Commencement Date, Contractor and the County, and any third party service providers, shall confer and negotiate in good faith to reach mutual agreement on and document within thirty (30) days after such Termination Date, a written plan (a "Disentanglement Implementation Plan") that: (a) allocates responsibilities for Disentanglement and Implementation of the Services among the Parties and, to the extent applicable, such third party service providers; and (b) sets forth in reasonable detail the respective services to be provided by each of the Parties and such third party service providers, including all Disentanglement Services to be performed by Contractor. Unless otherwise agreed by the Parties in writing, such plan shall not in any respect lessen or eliminate Contractor's obligations under this Agreement to provide all Disentanglement Services reasonably requested by the County. Contractor shall update such Disentanglement Implementation Plan from time to time, as appropriate and subject to the County's reasonable approval, in order to address any impact of any unexpected changes in the Services or the observed Service Level performance, or the in hardware, Software, or other resources used to provide the Services, as such Disentanglement progresses. Contractor shall be required to perform its Disentanglement services on an expedited basis, as determined by the County, if the County terminates the Term or any portion of the Services.

68.3 Preparation for Disentanglement

68.3.1 Initial Preparatory Tasks

- (a) No later than thirty (30) days from the Disentanglement Commencement Date, Contractor shall develop and deliver to the County a detailed, accurate and comprehensive list (and location) of all Assets used by Contractor or any Subcontractor

in connection with the performance of the portion of the Services that is subject to termination;

- (b) Contractor shall, within thirty (30) calendar days of County's request prepare and pack up any Assets located in Contractor or Subcontractor facilities that are associated with the portion of the Services being terminated, and that are selected by County for conveyance to County or its designee; and, County shall remove all such Assets for shipment to County or its designee;
- (c) Contractor shall, within thirty (30) calendar days of the Disentanglement Commencement Date prepare, pack up and deliver for shipment to the County or its designee, all Documentation relating to the portion of the Services being terminated.
- (d) Contractor shall, within thirty (30) calendar days of the Disentanglement Commencement Date, develop and deliver to County or its designee, a detailed, accurate, current and comprehensive list of all Contractor and Subcontractor personnel supporting the Services being terminated as of and following the Disentanglement Commencement Date, which list shall include accurate and current contact information for each such person; and
- (e) Contractor shall require such of its personnel and personnel of its Subcontractors, as may be selected by the County, to attend any and all meetings scheduled by the County in connection with Disentanglement and relating to the transfer of the Terminated Services back to the County or its designee.

68.3.2 Up-to-Date Documentation

On each anniversary of the Effective Date throughout the Term, or at any time upon the County's request, Contractor shall provide to the County such Documentation and other information regarding the performance of Services, or the use, operation, support and maintenance of the RCMIS Systems and all associated Software (including any applications developed as part of the Services), Assets, hardware, networks and equipment, as is collectively sufficient to enable reasonably skilled personnel of the County, or reasonably skilled personnel of a third party service provider, to understand the provision of any terminated Services and the use, operation, support, and maintenance use of the RCMIS Systems.

68.3.3 Preparation for Successor to this Agreement

At any time or times during the Term, at the written request of the County, Contractor shall provide the County with any information that the County is entitled to receive under this Agreement that the County desires to use in preparing a request for proposal to solicit responses, or responding to proposals, for the purpose of entering into an agreement that would constitute the successor to this Agreement. Such requested information may include, among other things, current and projected transactional or other relevant volumes, resource utilization and performance statistics and trends, forms utilization, and such other information, statistics, and materials related to the provision of the Services or the use, operation, support, and maintenance of the RCMIS Systems as the County shall reasonably deem necessary or appropriate.

68.3.4 All Necessary Cooperation and Actions

Contractor shall take such additional actions and perform such additional tasks as are necessary, appropriate, or reasonably requested by the County, whether during the Term or during Disentanglement,

to ensure a timely and seamless Implementation, in accordance with this Section, including completely fulfilling all of Contractor's obligations under this Section to the reasonable satisfaction of the County.

68.4 Specific Disentanglement Obligations

During Disentanglement, as part of the Disentanglement Services, the Parties shall perform their respective obligations specifically identified below, with respect to the Services or, in the event of a termination of less than all of the Services, the portion of Services being terminated.

68.4.1 Extension of Services

The County may elect to delay the Expiration Date of any expiration or termination of all or a part of the Services by giving Contractor thirty (30) days' advance written notice to such effect, which notice shall specify the new expiration or termination date; provided that the County may not delay such expiration or termination, in the aggregate, more than one hundred and eighty (180) days following the originally specified Expiration Date of such expiration or termination, unless otherwise agreed by Contractor.

68.4.2 Data and Documentation

In addition to Contractor's obligations with regard to Documentation, Contractor shall deliver to the County or the County's designee, promptly upon the County's request, all Documentation and data related to the County or the performance of the Services, including all the County Data, then held by Contractor, and Contractor shall securely destroy, in accordance with the County's data and documentation destruction policies, all copies thereof not turned over to the County, all at no charge to the County.

68.4.3 No Interruptions or Adverse Impact

Contractor shall cooperate with the County and all of the County's other service providers to achieve a smooth Implementation, with no interruption of Services, no adverse impact upon the provision of Services or upon the achievement of Service Levels, no adverse impact upon the County's governmental activities, and End Users, and no adverse impact upon the provision of such third party services or their quality.

68.4.4 Payment for Disentanglement Services

The County shall pay for all Disentanglement Services if this Agreement is terminated as a result of a material breach by County, or County's exercise of its rights to terminate for convenience. Contractor shall pay for all Disentanglement Services if this Agreement is terminated as a result of a material breach by Contractor. Contractor shall provide an estimate to County of the number of FTE (full time equivalent) hours (and the applicable billing rate) required to perform the tasks comprising the Disentanglement as set forth in the Disentanglement Implementation Plan. County and Contractor shall negotiate in good faith and arrive at an agreement for such costs. Notwithstanding the foregoing, Contractor shall use commercially reasonable efforts to utilize its existing staff to perform all Disentanglement tasks without requiring additional FTEs and at no additional cost to County

For CONTRACTOR:

(Insert Contractor Name here)

ATTN:

Phone:

Email:

For COUNTY:

Project Management

County of Orange, Risk Management

ATTN:

Phone:

Email:

Contracts

County of Orange

CEO/IT/Division of Finance & Contracts

1501 East St. Andrew Place, 2nd Floor

Santa Ana, CA 92705

Attn: **Robin Rios**

Email: robin.rios@ceoit.ocgov.com

Model Contract Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below

CONTRACTOR*:

(DO NOT SIGN THIS PAGE AT THIS TIME)

Signature

Print Name

Title

Date

(DO NOT SIGN THIS PAGE AT THIS TIME)

Signature

Print Name

Title

Date

*** If the contracting party is a corporation, (2) two signatures are required as further set forth in this paragraph.**

The first signature shall be: (a) the Chairman of the Board; b) the President; or c) any Vice President. The second signature shall be a) the Secretary; or 2) any Assistant Secretary; or 3) the Chief Financial Officer; or d) any Assistant Treasurer.

.....
COUNTY OF ORANGE

A political subdivision of the State of California

By _____

Date _____

Approved by Board of Supervisors on: _____

ATTACHMENT A**SCOPE OF WORK****RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEM (RCMIS) SOLUTION****A. PURPOSE**

The County of Orange (“County”) seeks proposals from software vendors and service firms to provide a Commercial Off the Shelf (COTS) software for a Risk and Claims Management Information System solution that addresses the business needs of the County’s Office of Risk Management (“Risk Management”).

The Office of Risk Management oversees the insurance coverage for all risk exposures for the County including general liability, auto liability, auto physical damage, property, workers’ compensation (WC), and a number of other miscellaneous coverage’s. The County has high self-insured retentions (SIRs) for many of its risk exposures.

Claims for general liability, auto liability, as well as first party auto and property losses are all handled within Risk Management. The County has approximately 500 to 600 liability claims reported annually, with approximately 500 current open claims and 150 claims in litigation. Risk Management staff currently utilizes the County’s proprietary Microsoft Access-based liability claims management system known as “LCMS” for managing these claims.

The County is seeking to procure a new Risk Management/Claims Management Information System (RCMIS) to functionally replace the current LCMS, and to provide the additional system capabilities needed to meet their requirements.

The County has determined the high-level priorities for the proposed solution. The proposed RCMIS solution requires a comprehensive, yet easy to use and well performing RCMIS solution that can be easily accessed by those who need it, but will be secure against access by those who do not. The proposed RCMIS solution should be flexible and highly configurable. Any functionality not needed should be easily hidden from the user. Likewise, any additional functionality and data elements needed by the County should be able to be added easily to the proposed RCMIS solution. The requirements that cover this area, the general access, use, and security of the system, are included in the “General System Usage” section of Appendix 2. They are of the highest priority to the County and are virtually all mandatory requirements. Any solution evaluated by the County will have to first meet these general requirements.

The proposed RCMIS solution is needed primarily to manage the County’s liability claims and verify payments, support ongoing litigation management activities, subrogate claims, meet regulatory requirements, and provide required information to Risk Management, as well as other County agencies and data partners (brokers, excess carriers, service providers, and regulatory bodies). Additional capabilities of the proposed RCMIS solution are important to the County, but are of secondary importance to these key functional areas. The following outlines the priorities of the County regarding the functionality and capabilities of the proposed RCMIS solution.

Priority #1: Liability Claims Management – Claims management is the most critical need for the County. The primary need for a new solution is for a liability claims management system, and it must provide comprehensive liability claims management functionality and fully support the County’s requirements for the administration of the County’s liability claims. (Reference Appendix 2-5)

Priority #2: Litigation Management – Approximately 30% of all liability claims are litigated and the overall costs to the County for its liability exposures is largely determined by the success of its litigation efforts. Any new solution must provide comprehensive litigation management functionality and fully support the County’s requirements for the litigation of liability claims.

Priority #3: Subrogation – Risk Management staff currently subrogate all non workers compensation claims. The proposed RCMIS solution must provide full subrogation capabilities and support these requirements. First party property claims will be managed in the proposed RCMIS solution for subrogation purposes. Therefore, the proposed solution must have the capability to support the entry and subrogation management for first party property, including

auto physical damage. Cases managed solely for subrogation purposes must be differentiated from the liability claims filed against the County by the general public.

Priority #4: First Party Property Loss – The proposed RCMIS solution must support the management and reporting of first party property claims in order to manage the excess recovery and reimbursement process. It must be recognized that in the future, the County may elect to track all property losses for risk management and/or risk mitigation/safety purposes using the proposed RCMIS solution.

Priority #5: Reporting and Analysis – The County is looking to obtain a solution with a comprehensive and easy to use reporting component in order to minimize the resources needed to meet its existing requirements, and to develop additional needed information products. The proposed RCMIS solution must have a highly capable integrated reporting component.

Priority #6: CAPS+ Integration – The County has specific procedures in place to control the process of making payments on liability claims. Requested payments are approved and made by the Auditor-Controller and entered into the accounting system when checks are issued. In order to accurately reflect the payment status and actual amounts paid, the proposed RCMIS solution must be able to integrate with the accounting system and receive and use the payment information from Auditor-Controller. The County uses the CAPS+ solution for their accounting function. CAPS+ has a very specific file format and structure that will be used to import payment information into the proposed RCMIS solution. The selected solution must be able to accept the CAPS+ import file and use the information to update the data managed within the proposed RCMIS solution.

Priority #7: “As of” Reporting – The current LCMS does not capture the transactional loss data required for “as of” financial reporting. On a go-forward basis it is expected the new solution will be transaction based, and must have this capability. Any acceptable solution must be transaction based. The County needs to report historical data on an “as of” basis if possible. The proposed RCMIS solution should evaluate the possibility of supplementing the current LCMS data during the conversion process with data generated from periodic backups of the database to create a “proxy” for transactional data. The County would like to evaluate the costs for the process required to do this and then will determine if this additional step will be performed.

Priority #8: CMS Reporting – Reporting of liability claims involving injury to Center for Medicare and Medicaid Services (CMS) is a federally mandated requirement and the solution must support full CMS eligible reporting capabilities.

Priority #9: General Risk Management – The County would like to track self-insurance programs and manage its excess policies within the proposed RCMIS solution. This will include managing and tracking specific exposure information. County will not use this functionality at initial implementation, but it must be considered for future implementation.

Priority #10: ISO Integration – The County currently uses ISO search capabilities to determine if a claimant has had a prior claim history with other organizations. This currently involves entering key claim information in the ISO web portal. The proposed RCMIS solution must be integrated with ISO for automation purposes.

Priority #11: Automobile Physical Damage Claims – The County currently manages first party auto physical damage claims within the LCMS system for the purpose of subrogation, or if the first party loss is associated with an auto liability claim. Though not currently done, the County needs the proposed RCMIS solution to fully support tracking all County auto physical damage claims for risk management and/or risk mitigation/safety purposes in a potential future version

Priority #12: Safety and Loss Prevention – The current LCMS system is not currently accessed by Safety staff and Safety activities are not tracked within the LCMS. The proposed RCMIS solution must provide Safety staff with viewing access to claims data, and provide future access for additional Safety activities.

A. BACKGROUND

Risk Management Roles and Responsibilities

The Risk Management staff consists of seven to ten professionals who are responsible for the following functional areas.

Risk Management and Analysis – Provides general risk management oversight and risk-related reporting and analysis; develops and maintains the structure of insured and self-insured programs; responds to regulatory requirements; and provides agency support for their risk management needs.

Liability and Property Claims Management – Risk Management maintains its own staff of four Claims personnel for the management of liability claims and property losses. There are currently two Claims Representatives, one Assistant Claims Manager and one Claims Manager on staff. All staff members have active caseloads.

Clerical Support – Risk Management has three full-time clerical support staff to manage the Diary and Litigation Log, research check payment status, and provide other numerous support functions.

Workers' Compensation Program Administration – The County is self-insured for Workers' Compensation (WC) coverage and WC claims are currently administered by third party claims administrator (TPA) York Risk Services Group (York). Risk Management has a WC Program Manager and two WC staff specialists that manage the program.

Subrogation – County claims representatives provide subrogation services for liability and property claims. WC subrogation is handled by York staff.

The County's requirements for risk management information have been steadily expanding. However, the existing LCMS, which was custom developed to manage the County's liability claims, has not been significantly modified since its original deployment.

The Current Liability Claims Management System (LCMS)

In the late 1990's, the County hired a consulting firm to develop the LCMS for Risk Management. The system was completed and implemented in 1999. At that time, the County intended that the LCMS would serve as an interim financial solution until a fully functional claims management system could be acquired. However, the LCMS database has been used as the sole source for all of the County's liability claims management, reporting, and analysis needs since its original deployment.

The current LCMS utilizes Microsoft Access for the user interface, and the data is stored and accessed via a Microsoft SQL Server database. The LCMS has limited functionality for the support of litigation management and diary activities, and the capabilities required by the County are not supported. Risk Management has developed two standalone Access applications to supplement these two functions. The additional components, the Litigation Log and the Diary, both use Access "mdb" files as their data repositories. There are currently approximately 25,000 claims retained within the LCMS, however only minimal data is captured.

Risk Management is currently using a mixed Microsoft and Apple Macintosh computing platform. Risk Management staff access network applications via several network servers running Microsoft Server 2003. They are currently using Apple Macintosh workstations running the Microsoft Windows 7 operating system and the Microsoft Office 2010 suite of tools (Excel, Word, Access, and PowerPoint). An Access 2003 runtime module runs on a virtual server in order to support the current LCMS user interface. Microsoft Exchange 2010 with UnitySync is used for email and access to the Internet is via Microsoft Internet Explorer. The Diary System and Litigation Log applications run on Access 2010.

Network servers supporting Risk Management run on a fixed backup schedule managed by the Information Technology (IT) Department. Backups run automatically each night. A standard backup is also performed each Thursday after hours to back up the LCMS' SQL Server database. After each month end, Risk Management also creates a Microsoft Excel export file of the LCMS database content which is saved onto Risk Management's shared network drive (which is also backed up during the normally scheduled backups).

The County is currently in the process of implementing an Identity Management Solution to manage County employee access to, and single sign-on for, all County and third party provided systems and applications, including those hosted by third party providers. The County's Identity Management Solution will be used to provide access to the proposed RCMIS solution. An interface specification document capturing integration requirements of the Identity Management Solution will be provided to the selected vendor prior to contract negotiations.

There are several systems associated with Risk Management's operations; however, none are directly integrated with the LCMS. An indirect integration exists from CAPS+, the County's accounting system, to the LCMS. All information and activities regarding payroll, accounting, and human resources are managed within CAPS+. A download of payment information from CAPS+ to the LCMS is performed manually and the County would like to continue with the current processes for the immediate future. The ability to continue the manual CAPS+ integration is required for the initial implementation and the selected RCMIS solution must be able to except a regular periodic data feed using the exported file. The CAPS+ file currently exported is a fixed width file that contains a record for each payment transaction, as well as required header and footer records in the CAPS+ specified format. The fields currently included in the CAPS+ export file are included in the list of data elements outlined in the CAPS+ documentation (See Appendix 6). Automated integration from the RCMIS to CAPS+ with payment request information will be implemented in the future. The CAPS+ system has very specific integration/interface requirements and the proposed RCMIS solution must meet these specifications. The County must be able to easily add this automated integration. The proposed RCMIS solution must be able to create a file with specific content in a pre-defined file format for CAPS+ integration. These requirements are fully described in the County's "CAPS+ Financial/Purchasing - Inbound Interface Design - General Accounting Expense (GAI) - Design Template."

Risk Management requires the proposed RCMIS solution to capture and securely store an increasing number of comprehensive claims and financial information; better manage claims; improve operating efficiencies; and to provide claims volume and cost analytics, as well as other key metrics to Risk Management and other County agencies. The proposed RCMIS solution must also include enhanced reporting capabilities enabling Risk Management to be more proactive, and to provide agencies with comprehensive and informative reports and information products regarding their loss activity.

C. CONTRACTOR'S RESPONSIBILITIES (MANAGED SERVICE PROVIDER):

Contractor will be responsible for providing, within County-defined requirements and identified Service Levels, comprehensive web-based RCMIS software, site configuration, data conversion, interface development, implementation, testing and acceptance, professional services, infrastructure hosting and management services, RCMIS application maintenance and support services, RCMIS advisory and end user support services.

Bidders shall respond to each requirement listed with this section by completing Schedule 2, Proposed Solution Response Worksheet.

Contractor shall perform services as follows:

1. **Software:** Contractor shall provide the RCMIS Software as specified in Attachment E.
2. **Implementation, Testing and Acceptance:** Contractor shall perform and complete the services, tasks, and obligations in accordance with Attachment D, "Implementation Plan/Testing and Acceptance Procedures." Said tasks shall include, but shall not be limited to:
 - a. Contractor shall deliver the proposed RCMIS solution according to the terms specified in this Scope of Work.
 - b. Contractor shall provide professional services to implement the RCMIS Software and integrate it with other County software solutions such as the County Accounting and Payroll System (CAPS+) and the ISO web portal, etc. based on mutually agreed use-case(s) and/or business processes as specified by the County herein. Integration shall be through industry-standard interfaces. Use cases will only be provided to this RFP's finalists. (Reference Appendix 6)

- c. Configuration, Customization, Report Development and Data Conversion Support – Contractor shall provide the proposed RCMIS solution and any necessary configuration changes, customization and data conversion support to meet county requirements, documented herein.
 - d. If the proposed RCMIS solution and its implementation require substantial configuration, customization, and/or a time-phased, deliverable based approach to satisfactorily meet Risk Management’s business requirements as stated in the Scope of Work, please provide details of the approach and the applicable timeline.
 - e. The proposed RCMIS solution, integration testing and user acceptance shall be part of the Contractor’s implementation plan. Describe your methodology and approach for ensuring project and product quality which include functional and non-functional (performance/stress) system testing, system integration testing and user acceptance testing.
3. **Staffing:** Contractor shall provide adequate staff, as set forth in Attachment C, to perform the services listed in this Contract in a manner satisfactory to the County.
 4. **Documentation:** The Contractor shall provide County with and maintain a comprehensive manual(s) to document the Software functions, guide trained users and train future users as specified in paragraph 22 of the Model Contract.
 5. **Software Annual Maintenance, Upgrades and Support Services:** Contractor shall provide Annual Maintenance and Support as set forth in Attachment E and paragraph 32 of the Model Contract.
 - a. Contractor shall provide less than 24-hour turnaround bug fix support for High (Priority One) and Medium (Priority Two) RCMIS software and hardware incidents.
 - b. Contractor must offer updates, upgrades, patches, fixes, etc. to RCMIS Software at no additional cost. See definitions of Updates and Upgrades under Definitions and paragraph 32 of the Model Contract.
 - c. Contractor shall use commercially reasonable efforts to provide modifications or upgrades to the Software to retain compatibility and integration with future Microsoft Office products.
 - d. Contractor’s software maintenance and warranty services will extend to all configurations and customizations, report development and data conversion efforts included in the solution implementation.
 6. **Training:** Contractor shall provide comprehensive hands-on training and instruction material on how to administer and use the RCMIS software as set forth in Attachment F. Contractor shall offer several training methods and curriculums to meet the varied roles of County staff. County requirements include:
 - a. Contractor shall provide administrator training.
 - b. Contractor shall offer end-user training.
 - c. Contractor shall offer multiple training options for staff in technical and specialist areas such as site management, creating templates and workflows.
 7. **Infrastructure Management Service:** Contractor will be responsible for end-to-end, secure hosting, infrastructure management services including technical support of all hardware and software required to operate Contractor’s proposed RCMIS software. Contractor’s infrastructure management services shall include all services as specified in Attachment G.
 8. **Application Management Service:** Contractor shall provide end-to end application management services as specified in Attachment H.

D SOFTWARE CAPABILITY REQUIREMENTS

Appendices 2, 3, 4 and 5, provide detailed and prioritized requirements specifications for each of the following functional areas. **Each Appendix will have questions in some OR all of the functional areas listed below.**

- Functional Area ONE - General System Usage
- Functional Area TWO - Claims Management, General and Automobile Liability
- Functional Area THREE - Claims Management, Property Loss (first party)
- Functional Area FOUR- Claims Management, Automobile Physical Damage (first party)
- Functional Area FIVE - Litigation Management
- Functional Area SIX - Subrogation
- Functional Area SEVEN - Safety and Loss Prevention
- Functional Area EIGHT - Other Agency Requirement
- Functional Area NINE - Risk Management
- Functional Area TEN - Reporting and Analysis

Contractor's Software will be evaluated for its capability to meet the requirements specified in the appendices. Contractor shall provide a self-assessment of the software capability relative to the requirements and use the response key and comments columns to convey how well the Contractor's software solution meets the County's needs:

- **Appendix 2**: lists the Software requirements ranked by the County as **Mandatory (1)** and **High (2)** priority
- **Appendix 3**: lists the Software requirements ranked by the County as **Medium (3)** priority
- **Appendix 4**: lists the Software requirements ranked by the County as **Low (4)** priority
- **Appendix 5**: lists future needs of the County's Risk Management Department
- **Appendix 6**: lists the interface requirements to the County's CAPS+ system and the ISO

Contractor is required to respond to all of the short answer, narrative questions provided in Appendix 1.

ATTACHMENT B

**COST/COMPENSATION FOR
CONTRACTOR SERVICES**

(Complete and submit as #4, in Part 3 of Section II – Proposal Response Requirements)

1. **COMPENSATION:** This is a fixed price Contract between the County and the Contractor for the goods and services as set forth in this Contract. The Contractor agrees to supply all goods and services to provide and fully implement the Software solution including: Software license, implementation, Software integration, Software training services, Documentation, as well as, Annual Software Maintenance and Support. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment.

2. **PAYMENT SCHEDULE:**

NOTE: Contractor should submit costs for the software solution(s) contained in this proposal.

Risk and Claims Management Information System Software	Mandatory and High Priority Software Features (see Appendix 1)	Medium Priority Software Features (see Appendix 2)	Low Priority Software Features (see Appendix 3)
Year One Potential Costs			
Software License Fee:	\$	\$	\$
Perpetual License	\$	\$	\$
Annual License	\$	\$	\$
Implementation and Integration Service Fee – Attachment D	\$	\$	\$
Annual Software Upgrade and Maintenance Fee – Attachment E	\$	\$	\$
Software Training, Manuals and Documentation Service Fee - Attachment F	\$	\$	\$
Infrastructure Management Service Fee – Attachment G	\$	\$	\$
Application Management Service Fee – Attachment H	\$	\$	\$
TOTAL YEAR ONE COST	\$	\$	\$

Year Two Costs			
Annual License (if any)	\$	\$	\$
Annual Software Upgrade and Maintenance Fee	\$	\$	\$
Annual Infrastructure Management Service Fee	\$	\$	\$
Annual Application Management Service Fee	\$	\$	\$
TOTAL YEAR TWO COSTS	\$	\$	\$

Year Three Costs			
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Annual License (if any)	\$	\$	\$
Annual Software Upgrade and Maintenance Fee	\$	\$	\$
Annual Infrastructure Management Service Fee	\$	\$	\$
Annual Application Management Service Fee	\$	\$	\$
TOTAL YEAR THREE COSTS	\$	\$	\$

Year Four Costs			
Annual License (if any)	\$	\$	\$
Annual Software Upgrade and Maintenance Fee	\$	\$	\$
Annual Infrastructure Management Service Fee	\$	\$	\$
Annual Application Management Service Fee	\$	\$	\$
TOTAL YEAR FOUR COSTS	\$	\$	\$

Year Five Costs			
Annual License (if any)	\$	\$	\$
Annual Software Upgrade and Maintenance Fee	\$	\$	\$
Annual Infrastructure Management Service Fee	\$	\$	\$
Annual Application Management Service Fee	\$	\$	\$
TOTAL YEAR FIVE COSTS	\$	\$	\$

Year Six Costs - If Extended			
Annual License (if any)	\$	\$	\$
Annual Software Upgrade and Maintenance Fee	\$	\$	\$
Annual Infrastructure Management Service Fee	\$	\$	\$
Annual Application Management Service Fee	\$	\$	\$
TOTAL YEAR SIX COSTS	\$	\$	\$

Year Seven Costs - If Extended			
Annual License (if any)	\$	\$	\$
Annual Software Upgrade and Maintenance Fee	\$	\$	\$
Annual Infrastructure Management Service Fee	\$	\$	\$
Annual Application Management Service Fee	\$	\$	\$
TOTAL YEAR SEVEN COSTS	\$	\$	\$

3. PAYMENT TERMS:

- a. Perpetual License and Implementation: For all Perpetual License and Implementation and Integration charges, invoices are to be submitted to the address specified below, upon acceptance of the Software by County, in accordance with Paragraph F, "Acceptance," of this Contract.
- b. Recurring Annual Fees: Invoices for any Annual License, Annual Software Upgrade and Maintenance Fee, Annual Application and Infrastructure hosting Fee and Annual Application Management Service fee will be submitted annually in advance to the address specified below.
- c. Training: For all Training charges, invoices are to be submitted in arrears upon completion of Training services.

Contractor shall reference Contract number on invoice. Payment will be net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and

subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

4. PAYMENT/INVOICING INSTRUCTIONS:

The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

- i. Contractor's name and address
- ii. Contractor's remittance address (if different from 1 above)
- iii. Name of County agency department
- iv. County Contract number
- v. Service date(s)
- vi. Service description
- vii. Contractor's Federal I. D. number
- viii. Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoices and support documentation are to be forwarded to:

County of Orange – Risk Management
600 W. Santa Ana Blvd., Suite 104
Santa Ana, CA 92701
Attention: Risk Manager

ATTACHMENT C

STAFFING PLAN

(Complete and submit as #3.a., in Part 3 of Section II - Proposal Response Requirements)

Staff to perform Contract duties

Name	Staff Role on the implementation Project	Qualifications (attach resumes) relative to staff's role on the implementation project

*Contractor shall obtain approval from County's project manager in advance and in writing prior to making any substitutions for individual project team members.

ATTACHMENT THE

IMPLEMENTATION PLAN, ACCEPTANCE AND TESTING PROCEDURES

(Complete and submit as #5, in Part 3 of Section II - Proposal Response Requirements)

1. In this section, Contractor will provide an Implementation Plan and Acceptance and Testing Procedures to be utilized to ensure that services are provided in compliance with County specifications and requirements which include, but may not be limited to the following:
 - a. Contractor shall deliver Software(s) with the appropriate configurations and customizations to support the County of Orange Risk Management department’s requirements at the end of the implementation phase as specified in the contract.
 - b. Contractor shall provide professional services to implement the proposed RCMIS solution (includes project management, solution and report development, data conversion, and testing).
 - c. Software configurations, customizations, functional and non-functional system testing, data conversion, report development and testing, system integration testing and user acceptance testing are all part of the Contractor’s implementation plan.
 - d. Contractor shall integrate the proposed RCMIS software solution with other County software solutions including the County Accounting and Payroll System (CAPS+) and the ISO web portal, based on mutually agreed interface requirements (Appendix Six) and/or business processes specified herein. Integration must be through industry standard interfaces.

Qty	Description	Unit Price	Line Total
	One-time System Installation, Setup, Data Conversion, and Configuration Service Fee -Itemize, describe and price all the services that are included or optional and those that are excluded		
	Included:		
	Optional:		
	Excluded		
Qty	Description	Unit Price	Line Total
	One-time Project Management and Implementation Service fee -Itemize, describe and price all the services that are included or optional and those that are excluded		
	Included:		
	Optional:		
	Excluded:		
Qty	Description	Unit Price	Line Total

	One-time Customization Service Fee -Itemize, describe and price all the services that are included or optional and those that are excluded		
	Included:		
	Optional:		
	Excluded:		
Qty	Description	Unit Price	Line Total
	One-time Report Development Service Fee -Itemize, describe and price all the services that are included or optional and those that are excluded		
	Included:		
	Optional:		
	Excluded:		
	One-time Interface Development and Integration Service Fee -Itemize, describe and price all the services that are included or optional and those that are excluded		
Qty	Description	Unit Price	Line Total
	Included:		
	Optional:		
	Excluded:		
Qty	Description	Unit Price	Line Total
	One-time Testing and Acceptance Service Fee -Itemize, describe and price all the services that are included or optional and those that are excluded		
	Included:		
	Optional:		

	Excluded:		
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2. For the proposed Software solution, Contractor shall respond to the following questions:

- a. Describe your implementation plan for the software features outlined in Appendices Numbered 2-5. Include a detailed, resource loaded project schedule with tasks, durations, dependencies, start and end dates that includes County and Contractor resources required for implementation.
- b. Describe in detail the scope, level of effort, schedule for configuration, customization, report development and data conversion required to meet the County’s requirements.
- c. List your implementation team and the experience and qualifications of each person.
- d. Describe your methodology and approach for ensuring project quality and how project risks will be managed and mitigated.
- e. Describe your methodology and approach for ensuring product quality which includes requirements traceability, functional and non-functional (performance/stress) system testing, system integration testing and user acceptance testing. Please provide a comprehensive test plan.
- f. If the proposed RCMIS solution and its implementation will require substantial configuration, customization, and/or a time-phased, deliverable based approach to satisfactorily meet Risk Management’s business requirements as stated in the scope of work, please describe the details of the approach and the applicable timeline.
- g. Describe your methodology and approach for design, development and implementation of the RCMIS system interfaces and integration with County’s CAPS+ system and the ISO portal. (Interface specifications are described in Appendix 6)

**ATTACHMENT E
SOFTWARE, ANNUAL MAINTENANCE AND SUPPORT**

(Complete and submit as #6, in Part 3 of Section II – Proposal Response Requirements)

a. Contractor shall provide County with the following Software:

Requested Software Features	Software Name and Version	Type of Enterprise License (Perpetual or Annual)	Level of Support (e.g., 5x8, 24x7)
RCMIS - Mandatory and High Priority Features (see Appendix 2)			
RCMIS - Medium Priority Features (see Appendix 3)			
RCMIS - Low Priority Features (see Appendix 4)			
RCMIS - Interfaces (see Appendix 6)			

b. Contractor shall provide Annual Maintenance and Support that, at a minimum, meets the following requirements:

- 1) Contractor shall provide all RCMIS software maintenance and warranty updates, upgrades, patches, fixes, etc. at no additional cost. See definitions of Updates and Upgrades under Definitions and paragraph 32 of the model contract.
- 2) Contractor’s software maintenance and warranty services will extend to all configurations and customizations, report development and data conversion efforts included in the solution implementation.
- 3) Contractor shall provide less than 24-hour turnaround bug fix support for High (Priority One) and Medium (Priority Two) RCMIS software incidents.
- 4) Contractor shall use commercially reasonable efforts to provide modifications or upgrades to the Software to retain compatibility with future Microsoft Office products.
- 5) On-Call Support- Provide phone/online support to identify and correct bugs between releases, based upon the contracted service response level.

c. For the proposed software solution, Contractor shall describe the following:

- 1) Describe the level of maintenance and support that will be available after implementation.
- 2) What are the methods for contacting your technical support? What are the hours of operation?
- 3) How are County requests for minor and major enhancements and customization handled?
- 4) Do you measure your average and maximum response time for incidents, inquiries, and customer problems? Please explain and provide these times.
- 5) Describe what Software Annual Maintenance and Support you are proposing for the County?
- 6) Indicate if your company has a formal users' group. If so, is there one in Orange County?
- 7) What is your release strategy and how does it relate to customer customizations?
- 8) Please describe your development model and how you address migration control/new releases.
- 9) How is update versions to the Software handled?
- 10) How are patches / maintenance releases applied/deployed?
- 11) What is the scheduled release cycle?
- 12) How are Updates and fixes deployed/applied?
- 13) What is your policy regarding the source code?
- 14) Provide a recent history of system enhancements.
- 15) Provide a detailed description of bug fixes, feature upgrades, release schedule, product roadmap etc. that will be provided to the County for the payment of the annual software maintenance and support fee.

Qty	Description	Unit Price	Line Total
	Annual Software Maintenance and Support Fee -Includes production instances, DEV/Test and DR instances -Itemize and describe bug fixes and maintenance;, release schedule and product roadmap details included and those that are excluded		
	Included:		
	Optional:		
	Excluded:		

ATTACHMENT F
TRAINING AND DOCUMENTATION

(Complete and submit as #7, in Part 3 of Section II – Proposal Response Requirements)

- a. Contractor shall meet the training requirements set forth below:
- 1) Contractor shall provide administrator training.
 - 2) Contractor shall provide a knowledge transfer plan to insure proper training of County employees.
 - 3) Contractor shall offer end-user training via a live or recorded webinar to meet county's specific training needs.
 - i. Contractor shall provide instructional videos of specific RCMIS functionality such as using a particular module, and step-by-step instructions on how to use the Proposed Solution.
 - ii. Contractor shall provide an online help directory and printable user guides and manuals on how to use the Proposed Solution.
 - iii. Contractor shall provide continuous user training on newly released product features and functionality per the training methods listed above.
 - iv. Contractor shall offer multiple training options for staff in technical and specialist areas such as site management, creating templates and workflows.
- b. Contractor shall provide responses to following questions for the proposed software solution:
- 1) Describe your process for software knowledge transfer and training.
 - 2) What types of training does your company offer (on-site, web-based, etc.)?
 - 3) If offered, describe your various training options for staff in technical and specialist areas such as site management, creating templates and workflows.
 - 4) Detail your proposed training plan including type of County staff (e.g., IT staff vs. end users) number trained, method of training, and length of training (number of hours).
 - 5) Itemize each training component, unit cost and fees associated with providing the requested services. Please, provide a list of exclusions and optional services along with associated costs and fees in the following table:

Qty	Description	Unit Price	Line Total
	One-time Documentation Service Fee -Itemize, describe and price all the services that are included or optional and those that are excluded		
	Included:		
	Optional:		
	Excluded:		
Qty	Description	Unit Price	Line Total
	One-time Training Service Fee -Itemize, describe and price all the services that are included or optional and those that are excluded		
	Included:		
	Optional:		
	Excluded:		

ATTACHMENT G**INFRASTRUCTURE MANAGEMENT SERVICES**

(Complete and submit as #8, in Part 3 of Section II – Proposal Response Requirements)

Contractor will be responsible for end-to-end, secure hosting and technical support of all hardware and software required to operate Contractor's proposed RCMIS software. Contractor's Infrastructure Management Services shall include:

1. Hosting Facility

Contractor's RCMIS solution shall be hosted in a highly secure data center that has multiple Internet Service Provider pipes, sufficient Internet bandwidth, computing capacity, security, storage, monitoring, disaster recovery and IT service management and Incident response processes to meet County technical requirements, security requirements and Web site performance metrics. The County wishes to procure a turnkey solution. Contractor shall provide all hardware and software required to operate the RCMIS software within County defined service requirements and performance targets.

Contractor's data center shall be designed and operated as a Tier II or greater facility that provides redundant uninterruptible and backup power, environmental controls and business-class Web site hosting.

- A. Contractor's data center shall have strong access controls and secure practices, such as specialized authorization system(s), in effect at all times to prevent unauthorized physical and virtual access to hosted County systems.
- B. Contractor's data center facility should function when off the power grid using a back-up generator or other source of electricity.
- C. County servers and network equipment hosted at the data center shall be properly secured from the threat of cyber hackers and viruses through appropriate intrusion detection tools, proactive 24x7x365 monitoring and prompt installation of new software updates, hot fixes and security patches.
- D. At a minimum, Contractor shall provide infrastructure and support for two (2) environments; one to run a production instance of RCMIS software; and another for the development/test instance of RCMIS software.
- E. The production instance of RCMIS software shall include a disaster recovery solution and plan that will enable RCMIS software service delivery to resume as normal within 24 hours of experiencing a critical system failure or catastrophic event that prevents RCMIS software from functioning properly in accordance with County Availability requirement.
- F. Contractor disaster recovery services shall be tested prior to the County going live with the production instance of RCMIS software, and annually thereafter.
- G. Contractor shall disclose to the County any data center security audits performed within the last five (5) years.

- H. Contractor shall cooperate with any County on-site audit or penetration test of Contractor managed systems.

2. Architectural, Performance, Sizing and Capacity Planning Services

Contractor shall provide system architectural, sizing and capacity planning recommendations that will enable production RCMIS website to operate at optimal performance and within acceptable County Service Levels at all times.

- A. Contractor shall architect production RCMIS website to meet County performance, security and infrastructure requirements.
- B. Contractor shall conduct routine architectural, capacity and operational reviews of the County's production RCMIS software environment and, at a minimum annually, recommend and implement architectural improvements to improved RCMIS software performance, Availability, reliability and sustainability in accordance with County minimum performance targets.

3. IT Service Management

Contractor shall manage the RCIMS software and all supporting software and hardware environments under a consistent set of IT life cycle service management framework that utilizes industry standards and best practices such as those found in BSI 15000, ISO 9000, ISO 17799, ISO 20000, COBIT and ITIL/ITSM.

- A. Contractor shall perform proactive and reactive operational support tasks that will result in the fulfillment of County RCIMS Service Level requirement performance targets RCIMS Performance and Service Levels.
- B. Contractor shall perform 24x7x365 Incident logging, troubleshooting, resolution and escalation per Incident Service Level requirements.
- C. Contractor shall perform routine health checks of County systems daily, record results and make them available to the County upon request within five (5) business days' notice.
- D. Contractor shall perform system changes in accordance with an agreed upon change management and notification process.
- E. Contractor shall perform routine system maintenance and planned system changes within an agreed upon Maintenance Window or County agreed upon schedule.
- F. Contractor shall perform and retain hot and cold backups of the systems that support County Web sites in accordance with County Availability requirements and County backup and restore requirements.

4. Other Software Licensing, Maintenance and Support

Contractor shall be responsible for providing the County with other software licensing, installation, maintenance and support for all Contractor hosted environments (production and test/development). This includes database, middle-ware, web service layers and hardware operating system and required to deliver the RCMIS solution.

- A. Contractor shall provide all other software licensing, installation, maintenance and support services for each County environment (production and development/test) hosted by Contractor.
- B. Contractor shall provide proactive monitoring of all RCMIS application components to recommend and perform appropriate corrective action when conditions exist that place RCMIS solution and related systems at risk of technical failure, service degradation or a service Outage.
- C. Contractor shall perform RCMIS application performance tuning as deemed necessary to enable the RCMIS application to perform within County-specified Service Levels.

5. RCMIS Application Performance Testing, Monitoring and Reporting

To ensure the RCMIS software solution performs at desired levels, Contractor will be required to test, monitor and report on RCMIS application performance activity.

- A. Contractor shall monitor the customer's experience using RCMIS application to ensure that the application and its interfaces are performing within County defined performance levels.
- B. Contractor shall document RCMIS application performance issues and notify County contacts via e-mail when performance levels are below acceptable levels.
- C. Contractor shall identify the root cause of performance degradation and take corrective action to resolve issues and promptly bring performance back within acceptable levels.
- D. Contractor shall provide monthly reports that demonstrate RCMIS application performance. Report format and content shall demonstrate actual performance levels produced in comparison to established performance metrics.
- E. Contractor shall perform system stress test of the RCMIS solution using an agreed upon test script prior to implementation of the RCMIS solution on the production instance as well as through the duration of the agreement as and when major application or module changes are introduced into RCMIS.
 - a) Contractor shall initiate web site system stress testing when application changes are applied, or as deemed necessary by the County, to ensure the RCMIS environment remains capable of meeting defined performance levels.
 - b) Contractor shall develop reusable RCMIS stress test scripts.
- F. Contractor shall report and initiate appropriate corrective action on production RCMIS instance when stress test results do not meet site performance requirements

6. Security

- A. All hosted infrastructure must be located behind a firewall in a DMZ, and have a dedicated scheme on a database server allowing access only from the County of Orange;
- B. Firewall rules must conform to "Best Practices" and Contractor must routinely review logs;
- C. Intrusion Detection must be deployed and monitored 24 x 7 x 365;

- D. The County of Orange reserves the right to randomly review Contractor's firewall and IDS logs relative to County data;
- E. Passwords must be securely stored with at a minimum of either 256 bit encryption; a cryptographic hash function, or other technology as will be made available in the future,
- F. Anti-virus software must be running on all computing resources (servers, PC's, etc.) with the most up-to-date signature files;
- G. Software and hardware patches will be applied based on risk/value at the discretion of Contractor;
- H. Data must be transmitted using a secure transaction. Bulk file transfers must use County's secure FTP solution;
- I. All sessions must be encrypted with 128 bit encryption;
- J. There will be no thick client piece to be installed or supported at the host level and all access to the application will be through a web browser such as internet explorer;
- K. Each user must have a unique account that supports strong, non-repudiation with audit capabilities;
- L. Contractor must have independent Third Party security audits performed annually and a copy of the report must be provided to the County. Reports from any additional security audits must also be provided to the County;
- M. Contractor must comply with all applicable statutes and regulations concerning the privacy and confidentiality of information (GLB, HIPAA, AB1386, etc.);
- N. Upon County request, Contractor must provide the County a copy of their System Reuse and Mass Storage Decommissioning Policies;
- O. Contractor must immediately notify the County of any and all Intrusions, Security Violations and/or Incidents. The County of Orange reserves the right to participate in any consequential investigation at the level of involvement deemed necessary by the County;
- P. The above requirements will be reviewed by the County and Contractor annually, and upgraded to reflect changes in "Best Practices" and technology.

7. INFRASTRUCTURE AND APPLICATION PERFORMANCE AND SERVICE LEVELS

Contractor will be responsible for meeting County RCMIS site Availability and performance targets and support Service Levels. Contractor shall retain the requisite personnel, processes, facilities and infrastructure to ensure County metrics and service requirements are met in accordance with the agreement.

Contractor RCMIS site Performance and Service Levels shall include:

Section #	Service Requirement	Service Measure	Performance Target	SLR Performance %
2.1	Availability			
2.1.1	RCMIS Application Uptime	RCMIS Application Availability	99.9%	100%
2.1.2	RCMIS Infrastructure Uptime	RCMIS Infrastructure Availability	99.5%	100%
2.1.3	Disaster Recovery	Time to recover	24 hour RTO (reference 4.1.7)	100%
2.2	Performance			
2.2.1	RCMIS Performance	Performance	10 concurrent users at sub-second page response	100%
2.2.2	Concurrent RCMIS Users	Performance	Support a minimum of 10 concurrent RCMIS users	100%
2.3	IT Service Management			
2.3.1	System Monitoring	Reports	24x7x365	100%
2.3.2	Incident Resolution (reference table A for priority level definitions and ITSM requirement)			
2.3.2.1	Incident Notification Priority 1-2	Time to respond	< 5 minutes	98%
2.3.2.2	Incident Notification Priority 3	Time to respond	< 10 minutes	98%
2.3.2.3	Incident Resolution Priority 1	Time to resolve	< 1 hour	98%
2.3.2.4	Incident Resolution Priority 2	Time to resolve	< 2 hours	98%
2.3.2.5	Incident Resolution Priority 3	Time to resolve	< 4 hours or within an agreed upon timeframe	98%
2.3.2.6	Incident Root Cause Analysis Priority 1 and 2	Time to report	Within 24 hours of Incident Resolution for technical issues	98%
2.3.2.7	Incident Logging and Tracking	Report	All Incidents	100%
2.3.2.8	Incident Log Retention	Report	Throughout contract	100%
2.3.3	Perform Routine Health Checks and Log Findings	Report	Daily	100%
2.3.4	Performance and Capacity Reports	Report	Monthly	100%
2.3.5	Platform Operational Review & Enhancement	Report	Annually	100%
2.3.6	Backup and Restoration (reference requirement 4.3.6)			
2.3.6.1	System Backup	Report	Weekly	100%
2.3.6.2	Data Backup	Report	Daily	100%

Section #	Service Requirement	Service Measure	Performance Target	SLR Performance %
2.3.6.3	Data Restoration	Report	1 Calendar Day	100%
2.3.7	Content and Audit Log Archive	Report	2 Years	100%
2.3.8	Planned Maintenance Change Window	Schedule	Any Sunday 3am-5am PST	100%
2.4	Security			
2.4.1	Prevent Unauthorized Access to County RCMIS web site	Security breach prevented	Unauthorized individuals and systems will be prevented from entering the County's RCMIS Web site environment.	100%
2.4.2	Security Intrusion Detection Monitoring and Reporting	Report	Monitor 24x7x365 Report Monthly	99.9%
2.5	Service Desk			
2.5.1	Routine Support Availability	Schedule	Monday-Friday 8am-5pm PST, excluding County Holidays (reference 7.2.2)	100%
2.5.2	After Hours Support Availability	Schedule	24x7x365 (reference 7.2.3)	100%
2.5.3	Service Desk Support Resolution	Time to resolve	< 1 hour < 2 hours	90% 10%

A) Incident Resolution Definitions

Incident Priority Level	Description
1 – High (Emergency/Urgent)	Incident or problem is causing RCMIS site downtime, is causing major Web site performance degradation, is preventing a functional component on the RCMIS site from working properly, or the County is not able to use the RCMIS.
2 – Medium	The Incident or problem is preventing a RCMIS module/component from functioning within the RCMIS site.
3 – Low	An Incident that has little impact on RCMIS site or RCMIS user experience and can be handled on a scheduled basis. A Workaround is available.

B) Contractor shall provide responses to following questions for the proposed infrastructure management services:

- 1) Provide a detailed description of your infrastructure hosting facility, including details about physical security, video surveillance, power management, heating, ventilation, air conditioning (HVAC), fire suppression, Internet connectivity, network type and ISP carrier information.
- 2) Describe whether the security at the hosting facility is SAS70 or ISO27001 compliant.
- 3) Describe the staff size, skills and experience level of personnel manning your data center facilities, operations and technical support.
- 4) Describe the nature, duration and mode of customer support and technical support provided. Is onsite, in-person support available 24/7? What is the typical response time for in-person support from the moment the request is made?
- 5) Describe the Tier rating of your data center as determined by the Uptime institute? What is the infrastructure uptime guarantee provided by your data center?
- 6) Describe the redundancy in Internet service providers, carriers and connections in and out of your data center.
- 7) Describe the data transfer bandwidth and SAN storage space that will be provided as part of the standard offering.
- 8) Describe the security operations in place at the data center such as intrusion detection, intrusion protection and event monitoring and incident response.
- 9) Describe the penetration testing and remediation process both in terms of server/network hardening and application remediation that is performed when new infrastructure and applications are hosted at your data center facility.
- 10) Describe the infrastructure sizing and capacity planning services offered at your hosting facility.
- 11) Describe the IT Service Management capabilities related to the infrastructure hosted and operated at your data center.

- 12) Describe the incident management, change management, service request management, capacity and availability management that are performed in connection with infrastructure and applications that are hosted at your data center facility.
- 13) Describe the application performance monitoring, testing and reporting performed at your data center in connection with infrastructure and applications that are hosted at your data center facility.
- 14) Describe the preventive, detective and remedial processes, tools, procedures, practices and reporting that is in place to ensure smooth, trouble-free infrastructure management and operations.
- 15) Describe the dashboards and performance metrics that are provided to the customer in order to ensure that service levels are acceptable and are being monitored, met and communicated to your customers.
- 16) Describe the data backup, recovery and archival services that are included as part of the infrastructure management services.
- 17) Describe the disaster recovery solution, plan and recovery services that is included to enable RCMIS software service delivery to resume as normal within hours of experiencing a critical system failure or catastrophic event that prevents RCMIS software from functioning properly.
- 18) Describe your IT infrastructure maintenance window and scheduled process for routine patch management and system updates.
- 19) Describe the different safeguards in place to protect and shield County data especially sensitive data such as Personally Identifiable Information or Critical financial or claim information.
- 20) Describe the experience level of resources providing infrastructure management services.
- 21) Itemize each service component descriptions, unit cost and fees associated with providing the desired infrastructure management services. Please, provide a list of exclusions and optional services along with associated costs and fees in the following table:

Qty	Description	Unit Price	Line Total
	Annual Infrastructure Management Service Fee -Includes production instances, DEV/ Test and DR instances -Itemize describe and price all the services that are included and services described as optional and those that are excluded		
	Included:		
	Optional:		
	Excluded		
Qty	Description	Unit Price	Line Total
	Other Services not included in the Annual Infrastructure Management Service Fee -Itemize describe and price all the services that are included and services described as optional and those that are excluded		

	Included:		
	Optional:		
	Excluded:		
Qty	Description	Unit Price	Line Total
	Optional Services not included in the Annual Infrastructure Management Service Fee -Itemize, describe and price all the services that are included and services described as optional and those that are excluded		
	Included:		
	Optional:		
	Excluded:		

ATTACHMENT H**APPLICATION MANAGEMENT SERVICES**

(Complete and submit as #9, in Part 3 of Section II – Proposal Response Requirements)

A) Contractor shall provide end-to end RCMIS application management and support services such as:

1) RCMIS Software Warranty and Maintenance Services

- a) On-Call End-User Support - Contractor shall provide phone/online end-user support to identify and resolve issues, incidents related to RCMIS solution.
- b) On-Call Applications Support - Contractor shall provide phone/online RCMIS applications support to identify and resolve issues, incidents, correct bugs between releases, based upon the contracted service response level.
- c) Maintenance Patches and Update Management - Contractor shall update and keep current all releases of Contractor Software to the latest releases (or versions) as commercially available, and shall further provide maintenance and support services for the current release of such Software and at least two releases prior to the current version (i.e., maintenance and support for the current version and the n-1 and n-2 versions). All software patches, updates and upgrades will be tested by the Contractor in the development/test environment and accepted / approved by the County before any changes are released to the production environment.
- d) Annual Software Upgrade Support Services – Contractor shall install, configure, customize and implement Annual Software upgrades within 60-90 calendar days of release, after seeking approval from County.

2) RCMIS Software Modifications, Enhancement and Integration Services

- a) Estimates and Approvals – Contractor shall provide written estimates and seek County approval for end-user requested RCMIS software modifications, enhancements and / or software integration services after documenting end-user requirements and solution specifications.
- b) Development, Testing and Implementation - Contractor shall provide development, testing and implementation services to transform end-user requirements for modifications, enhancements and system integrations into new features/functionality within the RCMIS solution.

3) RCMIS User Support Services

- a) Customer Support Portal: Contractor shall provide and keep up-to-date a secure customer support portal that contains a product knowledgebase, end user training material and contractor contact information. This portal should allow the County to submit Incident tickets and Service Request, and to check the status of these tickets. Access to the portal to retrieve County-specific information shall be limited to County approved users.
- b) Routine Phone Support: Contractor shall provide routine phone support, Monday – Friday, 8am to 5pm PST to provide assistance to County Risk Management in their use of Contractor's products. This shall cover support related assistance such as how to accomplish a task, how to use a system feature and how to troubleshoot an issue within the RCMIS.

- c) Emergency Phone Support: Contractor shall provide emergency phone support 24x7x365 to report technical issues and receive after-hours emergency assistance with use of Contractor's products such as how to accomplish a critical task, troubleshoot a critical issue or use a system feature within the RCMIS.

B) Contractor shall provide responses to following questions for the proposed application management services:

- a) Provide a detailed description of your application maintenance and development services.
- b) Describe end-user management and the process and procedures associated with end-user support
- c) Describe the process and procedures associated with application support
- d) What is the frequency of software maintenance patches releases for the RCMIS application?
- e) What is the procedure for applying software maintenance updates and patches?
- f) Describe the procedure for detection, categorization and logging of application issues, incidents, bugs and problems.
- g) Describe the process for prioritization and resolution of application issues, incidents, bugs, and problems.
- h) Describe the change and release management process.
- i) Describe the process for application configuration management relative to the production and test environments.
- j) How are data issues resolved?
- k) Describe the testing process prior to production deployment.
- l) Describe the process and procedure for planning and deploying annual RCMIS software version upgrades
- m) Describe the process for modifications and maintenance of RCMIS software customizations and interfaces (if any).
- n) Describe the process for handling end-user requests for changes, modifications, and enhancements to the RCMIS software.
- o) Describe the process for capturing end-user requirements for planned changes or modifications to existing software functionality to better suit Orange County's needs.
- p) Describe the experience level of resources providing application management services.
- q) Itemize each service component descriptions, unit cost and fees associated with providing the desired application management services. Please, provide a list of exclusions and optional services along with associated costs and fees in the following table:

Qty	Description	Unit Price	Line Total
	Annual Application Management Service Fee -Includes production instances, DEV/ Test and DR instances -Itemize, describe and price all services that are included; those that are options; and those excluded		
	Included:		
	Optional:		
	Excluded:		
Qty	Description	Unit Price	Line Total
	Other Services not included in the Annual Application Management Service Fee - Itemize, describe and price all services that are included; those that are options; and those excluded		
	Included:		
	Optional:		
	Excluded:		
Qty	Description	Unit Price	Line Total
	Optional Services not included in the Annual Application Management Service Fee - Itemize, describe and price all services that are included; those that are options; and those excluded		
	Included:		
	Optional:		
	Excluded:		

APPENDIX 1

RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEM (RCMIS) SOFTWARE – MANDATORY NARRATIVE SHORT ANSWERS

Please note this Appendix has no questions regarding Functional Area Three or Functional Area Eight

(Complete and submit as #1.a., in Part 3 of Section II – Proposal Response Requirements)

Contractor shall detail the capability of their RCMIS Software by: Answering the narrative questions listed below pertaining to each functional area in a complete and concise manner, providing examples of usage as necessary.

FUNCTIONAL AREA ONE - General System Usage

- i. Please describe how user friendly your software is when entering claim data, storing and retrieving claim information, creating forms and letters and running reports.
- ii. How does your software reduce the need for the end user to see or scroll through various fields, tabs or screens that he/she does not use?
- iii. If your software was initially designed to primarily support a Workers' Compensation claims management system, please describe how your software works seamlessly as a Liability Claims management system.
- iv. What if any on-site administrative capabilities do you allow for? (i.e. change password, add user, delete payment) If none, what is your process for making these changes?
- v. Please highlight the capabilities to restrict outside users to access view only, only run reports, to restrict viewing to only a specific department and to preclude printing documents.

FUNCTIONAL AREA TWO - Claims Management - General and Automobile Liability

- i. Please list the process of setting a claim up in your system: what information is required and how many steps are there?
- ii. Please describe the process and security measures involved in requesting, approving and tracking claim payments.
- iii. Please describe your file notes system along with the ability to download correspondence, photographs and email.
- iv. Please describe your diary system.

FUNCTIONAL AREA FOUR - Claims Management – Automobile Physical Damage

- i. Please describe how your system can track fleet vehicles.
- ii. Please describe how estimates/invoices for repair can be incorporated into the claims file.
- iii. Please describe how photographs are incorporated into the claims file.

FUNCTIONAL AREA FIVE - Litigation Management

- i. Please describe the Litigation Calendar within your system.

- ii. How does your system track outside legal counsel costs and fees?
- iii. Does your system allow for or capture available information on assigned judges, venue and plaintiff counsel.
- iv. Please describe the general reports available from your system relative to litigation management.

FUNCTIONAL AREA SIX - Subrogation

- i. Please describe the subrogation functions within your software.
- ii. Does your system track payments on subrogation files by file and by quarter?
- iii. Please describe the reports that are available to track subrogation efforts.
- iv. Can form letters be generated upon payment of subrogation or at user defined dates?

FUNCTIONAL AREA SEVEN - Safety and Loss Prevention

- i. What experience do you have in creating *safety-related* management information systems?
- ii. Please specify the individual components that you would anticipate including in a *safety-related* management information system.

FUNCTIONAL AREA NINE - Risk Management

- i. Please briefly describe the steps that need to be taken by an end user to download claims data through your software so that he/she can respond to various requests for information needed by external stakeholders such as insurance brokers and carriers or internal agencies/departments.
- ii. Please list and briefly describe the purpose of a few on-demand reports extracted by the end user; also list and briefly describe the purpose of a few fiscal year reports that would require an overnight batch process.
- iii. Please briefly discuss the ability of your software to handle changes within various layers of an organizational structure; for instance, how does your software address a division move from one department to another department?
- iv. Describe how insurance policies and related documents can be stored in the system as they are not necessarily related to a particular claim.

FUNCTIONAL AREA TEN - Reporting and Analysis

- i. Describe the standard operational and management reporting and analysis capabilities supported by the current version of your software.
- ii. List all the standard operational and management reports supported by the current version of your software and provide a brief description and the purpose of each report.
- iii. Describe the ad-hoc operational and management reporting and analysis capabilities supported by the current version of your software.

- iv. List all the ad-hoc operational and management reports supported by the current version of your software and provide a brief description and the purpose of each report.
- v. Is staff available to assist with creating ad-hoc or custom reports?
- vi. Describe the online and batch reporting capabilities supported by the current version of your software.

APPENDIX 2

**RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEM (RCMIS) SOFTWARE –
MANDATORY AND HIGH PRIORITY FUNCTIONAL REQUIREMENTS**

Please note this Appendix has no questions regarding Functional Area Eight

(Complete and submit as #1.b., in Part 3 of Section II – Proposal Response Requirements)

Contractor shall detail the capability of their RCMIS Software by: Completing each Itemized Response section addressing specific requirements in the charts listed below using the Response Key provided,

Response Key

1	Item is "Out Of Box"- indicate module
2	Item will be included in future release - specify version and date
3	Item addressed by 3rd party integration - specify partner
4	Item requires customized code to be written
5	Item not addressed by Software

Functional Area One – General System Usage

The RMIS/CMIS solution should be accessible, easy to use, and available to all County staff requiring access. It must fully support the core activities involved in tracking, managing, and reporting on the County’s claims and risk management information. These core activities include:

- Entering information for new claims and capturing and updating claim information as needed;
- Running reports;
- Assigning organizational, coverage, and cause coding as needed;
- Accessing claim information as needed and monitoring claims for changes in status or activity;
- Adding notes and diary entries, assigning tasks, and attaching associated documents;
- Following up on specific tasks or activities required to support the agency, claimant, or outside legal counsel;
- Making sure that all needed personnel are included in the process, communicated with, and receive access to the information they require; and
- Ensuring that personal or confidential information is only made available to those who require it and are authorized to use it.

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 1-1 - Quickly, easily and securely enter and store information.
- 1-2 - Easily enter, store and update all necessary information regarding the claim.
- 1-3 - Maintain a Diary, develop and manage tasks and attach notes.
- 1-4 - Store all relevant documents associated with a claim.
- 1-5 - Easily create, save, print and update standard letters and forms.

- 1-6 - Easily retrieve all information needed regarding the adjuster’s case load, specific claims or other informational requirements.

Note: Requirements for management of location codes are contained in Section 9-8.

Note: Requirements for management of organizational coding are contained in Section 9-8.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
1-1a	The system should be easily accessible.	The system should be accessible by all required personnel and sufficiently handle the process of entering newly reported claims. It should be browser based so that it can be accessed by all County agencies and third parties if required.	1		
		The system should be web-based so that additional client software does not need to be installed on the workstation.	1		
1-1b	The system should always be available.	The system should have very little downtime and can be accessed at any time based on County requirements (e.g.: 5x12, 7x24, etc.), and from any location.	1.1		
1-1c	The system should be secure.	The system should be configurable to only allow access for specific time periods (e.g.: during working hours) based on role and/or individual user.	1		
		The system should have role based security to limit access to authorized information only.	1		
		Each user must have a unique user ID to identify them to sign on to the system. Each user is assigned security based on their role and access needs.	1		
		Passwords must be complex, changed on a regular basis and cannot be reused until several other passwords have been used.	1		
		Login to the system should limit the number of login attempts by user lock out to minimize access by unauthorized users.	1		
		The system should be HIPAA compliant	1		

		The hosting facility must be secure and personal and medical information retained in the database must be encrypted.	1		
1-1d	The system should be backed up on a daily basis (at a minimum). Regular backups should be stored offsite and be secure.	Several backups should be stored - (the number and frequency to be determined by the County based on County standards). Backups should reside in a separate physical location than the database hosting site and should be encrypted for security.	1		
1-1e	The system must be recoverable (from a catastrophic event).	The time period needed, and other recovery parameters should be specified by the County based on County standards.	1		
1-1f	The system will contain "Help" functions for the user.	The system will have a comprehensive "Help" function available to users throughout the application.	1		
1-1g	Email usage	Shall not spoof ocgov.com email address	1		
1-2a	Have placeholders available for all needed system fields.	The system should have placeholders for all required data elements. This will include all activity dates required by the County (reported, received, entered, date of loss, etc.) as well as all other data elements described in this document.	1.1		
		Ability to add additional custom data fields in the future.	1.1		
		Core system fields that are not used, and fields that are available but will not be used until future phases of the implementation, should be hidden from the user.	1.4		
1-2b	Have edits in place for all fields requiring them (phone numbers, valid amounts, etc.).	Ability to apply edits to those fields that are not limited by a list of values but have specific rules for entry. Edits should be able to be applied to new fields for future use.	1.3		
		To facilitate data entry, formatting (for phone number, amounts, etc.) should not be required - the system should automatically add formatting characters.	1.3		

1-2c	Have menus to select codes (and/or descriptions) from a coding table for all fields with a limited set of values.	Pull down menus are available for all fields that have a specific list of values. Lists of values can be modified as needed. Additional selection lists can be created for new fields.	1.1		
		Non listed values cannot be entered for fields with a defined limited set of values.	1		
		Changes to codes and/or their descriptions are logged by the system	1.4		
		The system should allow for a mapping process – to map historical code values to new values when and if needed.	1.5		
1-2d	Capture of system claims information should mimic the administrative work flow and order of events to avoid duplicate entry.	Administrative work flow, and order of events, should be reviewed and improved if necessary to create the best work flow practices. The system use should reflect the newly defined work flow.	1.3		
		Fields can be assigned to specific tabs (subject areas) to better follow work flow, account for role based access, and to group like elements together for entry and/or update.	1.3		
		Ability to add additional new tabs if required.	1.3		
		Fields retrieved from other areas in the system, generated from other fields, or retrieved from other systems are “grayed out” to avoid unnecessary duplicative entry and eliminate errors.	1.3		
		The system should provide the user with the data source or derivation rules for generated or computed items.	1.3		
1-2e	Assign organizational codes to claims.	Select from pre-determined multi-level hierarchical organizational codes (agency, department, unit, etc.).	1		
1-2f	Assign location codes to claims.	Select from a pre-determined multi-level location/site code.	1		

		Locations should be organizational specific.	1		
1-2g	Wizards, scripts, or surveys should be able to be used to capture information during an interview process and add it to the appropriate fields in the system.	Scripts or surveys can be developed to assist in the capture of standard information during interviews or data collection processes and have it automatically populate fields reducing manual data entry.	1.8		
1-2h	If a claim is associated with another claim (an auto accident, for example), link the claims together using an occurrence number.	The system has occurrence level functionality and can link multiple claims together as an occurrence. Each claim in the occurrence is assigned the occurrence number and claim can be reported standalone or combined into the occurrence.	1.3		
1-3a	Maintain a Diary of activity on a claim.	The system has a diary function that can support the tracking and documentation of all activity on a claim.	1.2		
1-3b	Assign specific tasks to individuals involved with the claim.	Tasks can be assigned with categories and due dates for individual users, user groups or roles.	1.2		
1-3c	Alert individuals of tasks and task status.	Automated alerts and notifications for specified users, user groups, or roles for upcoming tasks or completion of dependent tasks.	1.2		
1-3d	Diary, task and note activity should be secure and should only be accessed by those who are authorized to use the information.	Diary entries, notes and tasks added to the system can be associated with appropriate security levels based on content and confidentiality.	1.1		

1-3e	Add notes and text to a claim. Assign them to categories for identification, security, and to limited access.	Free form notes can be added to claims and are assigned to categories that can be associated with security levels.	1.2		
		Date of entry should be recorded with each note.	1.1		
1-3f	Notes should be able to be locked so that prior entries cannot be changed.	Notes security is enhanced by not allowing prior entries to be changed.	1.1		
1-3g	Dashboards set up with viewing of notes and tasks with associated dates.	Design dashboards to display tasks and notes along with their respective dates on the claim dashboard creating a quicker and easier workflow.	1.5		
		Create a "My Open Task" section on the dashboard allowing the adjuster to one touch open tasks.	1.7		
1-3h	All entries should be sortable and can be filtered.	Notes can be sorted and/or filtered and listed by user and date.	1.3		
1-3i	All text included should be spell checked.	A spell check function is accessible in Notes, Diary and Tasks.	1.2		
1-3j	All text included should be searchable.	The system can search Note, Diary and Task text for criteria entered by the user.	1.5		
1-3k	Text should be auto saved at regular intervals to avoid loss of data.	The system AutoSaves Notes and Diaries at regular predefined intervals to avoid loss of data due to power outages or other events.	1.2		
1-3l	The system should allow for automated redaction of text within the notes, diary or attachments prior to printing.	Selected text can be electronically redacted prior to print.	1.3		

1-4a	Attach document(s) to a claim.	The system supports attaching documents of all file types to a claim.	1.2		
1-4b	Documents can be opened within the system.	All documents can be opened in their native application from within the system.	1.2		
1-4c	Assign categories to documents to allow for appropriate security.	Attached documents have levels of security based on the confidential nature of the document allowing users with only the proper security clearance to view or print them.	1.2		
1-4d	Email or scan documents directly to a claim or attach them from within the system.	Documents can be attached while working with the claim in the system. Emailed or scanned images can also be attached to a claim in the system.	1.3		
1-4e	Design claim dashboard to include documents for one touch document retrieval.	Retrieve documents quickly by presenting them on a claim dashboard.	1.5		
1-4f	Attachments should be searchable.	The system allows for all text in attachments to be searched for key words by the users.	1.2		
1-4g	Learning Linkage	Shall use standard Identity alignment, not vendor specific code.	2		
1-5a	Templates should be able to be created and stored for each form or letter.	The system supports letter and form templates that can be used to generate forms and letters using the claims information stored in the system.	1.2		
1-5b	Templates should only be changed by authorized users.	Security should only allow for specific individual users or roles to make changes to letter and form templates.	1.2		
1-5c	Finalized documents should be able to be locked.	Finalized documents are locked (or generated in PDF format) so that they can be saved and never modified.	1.2		

1-5d	All system fields are available for use in templates.	All fields from the system should be able to be used in the generation of the document and fields should be easy to define.	1.2		
1-5e	Once finalized, the documents should remain attached to the claim.	Forms and letters are retained with the claim.	1.2		
1-5f	If changes are needed after generation (prior to printing/emailing), they should be able to be easily made.	Forms and form letters using the templates can be changed after creation and changed prior to printing/emailing.	1.3		
1-5g	Templates should be easily identifiable and can be categorized by their use.	Templates can be named and categorized so they can easily be identified; improving workflow and efficiencies.	1.2		
1-5h	All documents should be searchable.	All text in system generated documents (forms and letters) can be searched by key word(s).	1.2		
1-6a	View/list all of the claims for a given adjuster, claimant or other common criteria.	Search functions should allow for easy access to specific claims based on search criteria.	1.2		
		The report library supports a large number of reports available to easily access claims based on a wide array of selection criteria (including, but not limited to, the adjuster and/or time period based on injury date or report date.)	1.1		
1-6b	Standard and ad-hoc reports can be generated regarding the adjusters caseload.	If a report does not exist, a new ad-hoc report can easily be created.	1.1		
1-6c	System claim search capability.	Search function that allows the user to search by claimant name, date of loss, location, vehicle license plate number, invoice and claim number and other attributes decided on by the County	1.1		

1-6d	Receive daily or weekly reports on claim activity.	The system distributes automated "pushed" reports where updated information is either sent via e-mail or appears within the system automatically on a regular basis.	1.4		
1-6e	Receive alerts for a specific activity requiring action.	An automated work flow mechanism that alerts users to tasks that need completing or tasks completed by others.	1.2		
1-6f	View/list current claims being handled.	The system supports a claimant index and automated system which can be viewed or printed by adjuster, by date input, by date of loss or other criteria the County decides.	1.5		
1-6g	Duplicate claim alert.	When a duplicate claims based on criteria specified by the County is entered, an automatic system alert appears to the user.	1.1		

The County is currently self-insured for liability coverage and Risk Management staff manage all the core activities involved in administrating, adjusting, and reporting on the County’s liability claims. There are approximately 400 to 600 open claims at any given point in time. These core activities include:

- Entering and maintaining liability specific claims information;
- Approving and tracking claim payments;
- Communicating payment information to the Auditor-Controller;
- Ensuring that payments are distributed to claimants;
- Ensuring that payments are made to outside legal counsel and vendors; and
- Reconciling payments maintained in the RMIS/CMIS with the accounting system (CAPS+).

Itemized Response (Use Response Key provided and add comments to clarify your software’s feature vis-à-vis requirement):

- 2-1 - Notification of newly reported claims.
- 2-2 - Assign liability specific coding to the claim.
- 2-3 - Store relevant documents associated with a liability claim.
- 2-4 - Set and adjust case reserves for the claim.
- 2-5 - Ensure payments are made as needed and recorded in the system.
- 2-6 - Integration with accounting for reconciliation of loss and expense payments.
- 2-7 - Track Financial Activity on the claim.
- 2-8 - Manage the tracking of expenses by contractors (law firms) and subcontractors.
- 2-9 - Easily and securely perform CMS reporting and connect with ISO for claims search.

Note: Section 9-4 has additional CMS Reporting requirements.

FUNCTIONAL AREA TWO – Claims Management, General and Automobile Liability

Section/Item	Requirements	Description	Priority	Vendor Response	Vendor Comments
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				Key	
2-1a	Notification of newly entered liability claims.	Provide automated alerts to be sent to appropriate staff of newly reported liability claims.	1		
2-2a	Assign applicable liability coverage code to the claim and/or claimant.	A coverage code from a pre-determined set of codes is assigned to all liability claims.	1		
2-2b	Assign applicable cause of loss code to the claim.	Assign the most applicable cause code from a pre-determined set of codes to all liability claims that can support Root Cause Analysis.	1		
		Use standard NCCI cause of loss coding structure.	1.3		
2-2c	Assign body part code to the claimant.	Assign the applicable body part code (for claims involving injury) from a pre-determined set of codes.	1.7		
		Use standard NCCI body part coding structure.	2		
2-2d	Assign nature of injury code to the claimant.	Assign the applicable nature of injury code (for claims involving injury) from a pre-determined set of codes.	1.7		
		Use standard NCCI nature of injury coding structure.	2		
2-3a	Scan medical records and attach to claims.	Medical records can be scanned and securely attached to the claim.	1.3		
		Medical records can be securely sent to outside legal counsel.	2		
2-3b	Scan accident photos and all other liability specific claim documents received and attach to the claim.	Accident photos can be scanned and attached to a claim.	1		

2-4a	Set and adjust reserves for the different components of the claim (indemnity, expenses, etc.) and track them over time.	The system should support multiple separate reserve loss and expense categories based on the County's requirements.	1		
		Reserve categories can be added in the future.	1		
		Only specific users can enter or change reserves.	1		
		Reserves should be able to be assigned to individual claimants or coverage's on a multi-occurrence claim.	1		
		Changes to reserves should be tracked as individual transactions.	1		
		All reserve transactions are retained and included in the financials.			
		Payments should automatically take down reserves (if and when it is appropriate).	1		
2-4b	Alerts and notifications of changes in reserves.	Automate work flow for the reserve change, reserve approval process, and payment over reserve.	1		
		Notification and or approval of reserve based on size.	1		
		Action (approval) if pending payment is greater than existing reserve.	1		
2-4c	Take down reserves on closed claims.	The system should enforce reserve elimination on closure.	1		
2-5a	Add payments for liability losses and liability related expenses.	Enter pending payments by separate payment loss and expense categories based on the County's requirements.	1		
		Payment categories can be added in the future.	1		
		Only specific users can enter payments.	1		
		Each payment should be tracked as an individual transaction.	1		
		All payment transactions are retained and included in the financials.	1		
		Payments greater than the outstanding reserve should have a custom approval/process workflow.	1		

2-5b	Enter and maintain payee information.	Select payee from a menu of available payees.	1		
		Enter new payees as necessary.	1		
		Integrate with the County's contact management system for payee information.	1		
2-5c	Code expense payments at a detailed level.	Develop detailed payment expense categories for liability claims that can also be tracked by any of the organizational codes including location, coverage, cause and contracted legal firm.	1		
2-5d	Generate and search Check Requests.	Generate check requests based on the payment amount and payee.	1		
		Enable check approval workflow.	1		
		Pass approved check requests to accounting (CAPS+ integration).	1		
		Ability to search for the status of the check request.	1.3		
2-5e	Ability to flag check request as confidential.	Ability to note on the payment request form that the payment is confidential.	1		
2-5f	Ability to flag specific payments for mailing by Risk Management.	Identify check payments where A/C must send the check back to Risk Management to be mailed.	1		
2-5g	Adjust payment information for duplicate payments, over payments, or voided payments.	Authorized users can adjust payment information as necessary.	1		
		Payment adjustments are tracked as transactions and can be identified by type of adjustment.	1.5		
2-6a	Receive payment reconciliation data from accounting (CAPS+).	Automatically receive payment information via integration with CAPS+.	1.3		
2-6b	Change payment status.	Change payment from pending to complete based on payment information from CAPS+.	1.3		
		Automatically reduce reserve when payment is final.	1.3		

2-6c	Reconcile payment information.	Reconcile payment information from accounting with payments in the claims system.	1.3		
2-7a	View the current financial status of the claim.	Easily obtain the current financial status of the claim including the current outstanding reserve, amount paid to date, recoveries received and gross and net incurred amount.	1		
		Properly account for pending payments and or recoveries in calculating the outstanding reserve and incurred loss amounts.	1		
2-7b	View, search, sort and report financial transactions.	Each payment and reserve change is tracked by the system as a transaction and can be easily accessed, sorted, exported, or reported.	1		
2-7c	Only allow authorized access to financial transactions.	Only specific users, user groups, or roles are allowed to view financial information.	1		
		Specific confidential transactions are hidden from all but a few users who have authorized access.	1		
2-7d	Obtain financial reports required.	The standard report library supports a large number of reports available to easily access the financial information as of any given point in time if the user is authorized to access the information.	1		
2-8a	Assign separate expense codes to contractors.	Identify and track expenses for each contractor, such as a law firm.	1		
2-8b	Assign separate expense codes for subcontractors (within a contractor).	Track expenses by contractor and by subcontractor (medical examinations, psychological examinations, physical rehabilitation, deposition and copying services, auto body services, construction engineer reviews, etc.).	1		
2-8c	Capability to run contractor comparison and expense category reports.	Manage contractors and subcontractors by running activity and comparison reports of expenses by category.	1		
2-9a	CMS data elements are captured in the system.	All data elements required for CMS reporting have placeholders in the system.	1		
2-9b	CMS data reporting.	Claims can be tagged as "CMS Reportable".	1		

		Suspect claims are automatically flagged as possible "CMS Reportable".	1		
		Automated CMS reporting (direct or through a third party).	1		
		Automated flagging of CMS report exceptions.	1		
		Automated notification of CMS exceptions.	1		
2-9c	The system interfaces with ISO.	The system manages the fields required for ISO search and can pass claim information to ISO.	1		

FUNCTIONAL AREA THREE – Claims Management, Property Loss (First Party)

The County is a member of CSAC-EIA’s property program and maintains a \$10,000 deductible for property losses. Smaller property losses are paid by the individual agencies as they are responsible for the deductible. These losses may or may not be reported to Risk Management. Larger losses, which may be covered by the property program, or losses which involve a responsible third party are managed by the Risk Management staff for recovery or subrogation purposes. The activities to be supported by the selected solution include:

- Entering and maintaining property specific claims information;
- Reporting claims and loss information to CSAC-EIA;
- Entering excess recovery payment information; and
- Reimbursing agencies for property losses (where there is an excess recovery).

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 3-1 - Enter property loss information and assign property specific coding to the claim.
- 3-2 - Store all relevant documents associated with a claim.
- 3-3 - Ensure property loss expenses, payments and excess recoveries are managed and recorded.

Section/Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
3-1b	Assign applicable cause code to the claim.	Assign the most applicable cause code from a pre-determined set of codes to all property loss claims that can support Root Cause Analysis.	1		
3-1c	Enter and manage property specific loss information.	Enter other cause, damage, or descriptive information relating to the property loss.	1		
3-2a	Scan property specific claim documents received and attach them to the claim.	Photos, property schedules and/or other documents can be scanned and attached to a claim.	1.3		

3-3a	Enter loss amounts absorbed by the agency (under the deductible).	Transactions are recorded and retained as payments.	1.7		
3-3b	Enter loss amounts over the deductible.	Transactions are recorded and retained as payments.	1.3		
3-3c	Enter excess recoveries.	Received from Carrier (over the deductible amount).	1		
3-3d	Track agency reimbursements for property loss.	Reimburse agencies the amount received from the insurance carrier on first party property claims.	1		

FUNCTIONAL AREA FOUR – Claims Management, Automobile Physical Damage (First Party)

The County is fully self-insured for first party auto physical damage losses and each agency pays the cost of all collision and comprehensive claims. Risk Management only manages auto physical damage claims that may involve possible third parties in order to manage the subrogation activities needed to obtain a recovery. All other auto physical damage claims may not be reported to Risk Management. The activity to be supported by the selected solution includes entering and maintaining auto physical damage specific claims information including vehicle and vehicle repair information if needed for subrogation purposes.

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 4-1 -Enter auto physical damage information and assign coding to the claim.
- 4-2 - Store relevant documents associated with an auto physical damage claim.
- 4-3 - Ensure auto physical damage costs are managed and recorded.

Section/Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
4-1a	Assign applicable auto loss coverage code to the claim.	A coverage code is assigned to all auto claims from a pre-determined set of codes.	1		
4-1b	Assign applicable auto cause code to the claim.	Assign the most applicable cause code from a pre-determined set of codes to all auto claims that can support Root Cause Analysis.	1		
4-1c	Enter and manage auto specific loss information.	Enter other cause, damage, or descriptive information relating to the loss.	1		
4-2a	Scan automobile	Accident photos can be scanned and attached to a claim.	1.3		

	specific claim documents received and attach to the claim.				
4-3a	Add payments for auto physical damage and related expenses.	Transactions are recorded and retained as payments.	1.7		

FUNCTIONAL AREA FIVE – Litigation Management

The County has approximately 100 to 200 liability claims in litigation at any given point in time. Currently, all liability claims requiring litigation are handled by outside Board approved law firms that provide litigation management services. If needed internal County counsel can provide input and opinions regarding liability claims, but they do not participate in litigation activities. County Risk Management staff works with outside law firms to facilitate litigation activities, ensure that litigation activities occur in a timely manner, and ensure that the law firms are compensated for their services. The activities to be supported by the selected solution include:

- Assigning claims and providing information to outside law firms;
- Managing and tracking outside law firms and their associated costs;
- Maintaining and reviewing the Litigation Calendar;
- Adding associated documents to the claim files;
- Completing correspondences as necessary;
- Approving settlement activity; and
- Approving and ensuring payment of expenses for litigation services.

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 5.1-Support litigation activities on the claim.
- 5.2-Board approved legal firm management and tracking.
- 5.3-Track and manage rates billed by contractors, subcontractors.
- 5.4-Manage defense and plaintiff attorney.
- 5.5-Manage litigation calendar events.

Section/Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
5-1a	Allow for appropriate security and electronic redaction of claim related documents.	Develop an appropriate security model for litigated case documents.	1		
		The system allows for electronic	1.3		

		redaction of claim documents.			
5-1b	Capture all applicable litigation information.	Litigation court dates such as trial date, MSC, MSJ and settlement dates and court venues are captured and retained in the system.	1		
		Capture the legal firm assigned to the claim.	1		
5-1c	Provide case documents and attachments to contract legal firms.	Automated forwarding of specific case documents to improve workflow and efficiency while ensuring security of sensitive documents is met.	1.3		
5-1d	Capture applicable litigation settlement financial information.	The system captures settlement and judgment amounts.	1		
5-1e	Track Plaintiff Attorneys involved in multiple cases.	Track plaintiff attorneys with multiple open cases to identify strategies they are using.	1.7		
5-2a	Track approved contract attorneys by fiscal year.	The system tracks the approved attorneys.	1		
5-3a	Track the hours billed by contract attorneys.	Track the number of hours billed by attorney per claim and in aggregate.	2		
5-3b	Track the costs of subcontractors used by contract attorneys.	Track the costs of various subcontractors used by defense attorneys such as expert witnesses, copy services etc.	2		
5-4a	Track plaintiff attorney information.	Capture plaintiff's attorney standard information such as full name of the firm, address, phone number, etc.	1.3		
5-4b	Track defense attorney information.	Capture the contract defense attorney's standard information such as full name of the firm, address, phone number, etc.	1.5		
5-5a	Provide a calendar view containing user defined information.	Vital information such as litigation court dates such as trial date, MSC, MSJ and settlement dates captured in the system are listed on the calendar.	1		
5-5b	View calendar activity.	Ability to view Litigation Calendar by various viewpoints including by month, by adjuster, by specific type of case, by contract defense firms.	1.3		
5-5c	Notification of activity.	Provide automated alerts of upcoming dates from the litigation calendar.	1.3		

5-6a	Litigation Management Reporting.	Report capability for reporting on contracting legal firms performance, claim handling costs, cases handled, settlements, and claim outcome.	1.3		
		Report capability to pull lawsuits by cause, by agency, by type of damages, by department, by year, and/or by settlement.	1.3		
		Report capability for cost of claims settled versus costs of lawsuits compared by the stages of the process.	1.3		
		System provides a register of all open and closed litigated claims by contract defense firm.	1		

FUNCTIONAL AREA SIX – Subrogation

Risk Management currently provides subrogation services for liability, automobile physical damage, and property claims. The claims adjusters subrogate approximately 100 claims each year with an average of \$150,000 recovered annually. Subrogation for workers’ compensation claims is handled by York, and Risk Management staff is not directly involved in the subrogation process.

The activities to be supported by the selected solution include:

- Assessing the likelihood of recovery for the claim through subrogation;
- Monitoring subrogation status and statute dates;
- Entering subrogation information into the system;
- Reporting on subrogation activities; and

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 6.1-Track applicable claim activity.
- 6.2-Enter subrogation information into the system, track ongoing subrogation status, and record recoveries.
- 6.3-Report on subrogation status, prioritization of claims, claims approaching statute date, and success rates.

Section/Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
6-1a	Alert staff of newly reported possible subrogated claims.	All claims with the possibility of a third party being financially responsible for damages are flagged in the system for subrogation follow-up.	1		
6-1b	View claims that may involve subrogation.	Claims are flagged that may have a responsible third party involved.	1.3		
6-1c	Enter estimates for	Estimates for damages are entered and tracked as pending payment	1.7		

	damages for third party responsible claims.	transactions in the system.			
6-2a	Capture applicable subrogation information.	All parties involved in subrogation, and reasons for recovery, must be stored in the system.	1.3		
		Placeholders are available to reflect subrogation status and changes in status over time.	1		
		Add subrogation related notes to the system as needed.	1		
		Add subrogation related attachments to the system as needed.	1.3		
6-2b	View notes, cost estimates, and financial information for referred claims.	All subrogation information is retained in the system and is available for viewing and reporting.	1		
6-2c	Record subrogation recoveries.	Recovery amounts are entered into the system and retained as recovery transactions that appear in the financials for the claim.	1		
		Separate transaction types/codes can be assigned to identify different types of recoveries.	1		
		Recoveries can be reported as part of the financials.	1		
		Payments and incurred losses can be reported either gross or net of recovery.	1		
6-3a	Report on subrogated claims using sorts and filters based on key information.	Subrogation Recovery Register and other customized subrogation reports are developed and maintained in the RMIS standard report library.	1.3		
		Reports and searches can be performed using agency, adjuster, statute date, subrogation status, and likelihood of recovery as filters and/or sorting and grouping criteria.	1.3		
6-3b	Notification of upcoming statute date.	Automated alert of subrogated claims approaching statute date (i.e.: 30, 60 or 90 day notice).	1.3		
6-3c	Report the number of claims	Develop additional subrogation reports including the recovery success ratio by key reporting categories – agency,	1.7		

	subrogated, claims by status, recoveries and recovery success ratio.	location, coverage, etc.			
6-3d	Subrogated claims dashboard.	Dashboards showing the amount of recoveries in relationship to the amount lost, trends by agency, and any other required views.	2		

FUNCTIONAL AREA SEVEN – Safety and Loss Prevention

Risk Management currently has a Safety Officer/Manager, ten full time staff Safety and Training Officers, and one staff Industrial Hygienist providing safety inspections, ergonomic reviews, safety training, and maintaining the online Material Safety Data Sheets. Safety personnel maintain several Access databases for safety inspections, training, vehicle collisions and ergonomic evaluations. All activities are all currently managed outside of the existing LCMS system. The following requirements address the needs of Safety, regardless of the fact that they are not currently being performed within the system. The selected solution may be utilized to support the following safety and loss prevention activities:

- Viewing claims information and assessing injuries as to their cause;
- Providing investigative reports of injury;
- Developing and monitoring training and/or fitness programs to reduce risk and injury;
- Performing ergonomic evaluations;
- Implementing policies and procedures to reduce risk and injury;
- Assessing risks, locations, facilities, policies, procedures, and activities;
- Developing corrective actions when safety issues are found;
- Ensuring compliance with policies, procedures, and corrective actions;
- Determining safety violations; and
- Reporting and analyzing the impact of changes through, training, corrective action, and compliance on program results (frequency and severity).

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 7.1- Track and report on claim activity involving injury.

Section/Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
7-1a	View and report on claims involving specific types of injury.	Access claims based on a wide array of selection criteria (including, but not limited to, cause of loss, nature of injury, body part, location, and activity.)	1.7		
		If a report does not exist, a new ad-hoc report can easily be created.	1.7		

FUNCTIONAL AREA NINE – Risk Management

In addition to their activities managing liability and property claims, Risk Management provides oversight and support for all County risk management activities. They develop and maintain the structure of insured and self-insured programs, and work with brokers and carriers to obtain excess coverage as needed. They also respond to regulatory requirements requiring risk management information including the Center for Medicare & Medicaid Services (CMS) reporting. The selected solution will be utilized to support the following general risk management activities:

- Managing the structure of the County’s insurance and self-insurance programs;
- Working with insurance brokers to obtain excess coverage as needed;
- Responding to the informational needs of brokers, excess pools, and insurance carriers;
- Supporting Risk Management’s internal informational requirements;
- Insurance Services Office (ISO) search to evaluate repeat claimants and/or fraudulent activities;
- CMS liability reporting; and
- Supporting day-to-day operations not described in the other sections of this document.

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 9.1-Exposure management and tracking.
- 9.2-Policy and certificate management and tracking
- 9.3-Support for insurance coverage acquisition.
- 9.4-Agency and service provider support.
- 9.5-CMS Reporting.
- 9.6-ISO Claims Search.
- 9.7-Enterprise Risk Management.
- 9.8-Develop and maintain all organizational codes (agency, location, vendor, unit, cause, part of body, etc.)

Section/Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
9-1a	Liability exposures.	The system will provide the capability to maintain and track the County's various liability exposures.	1.3		
9-2a	Capture insurance policy information.	Track basic policy information such as policy effective and expiration dates, carrier information, retentions, and deductibles.	2		
		Policies maintained by Risk Management are entered in the system for tracking and management.	2		
9-2b	Provide an insurance policy register.	Ability to create report registers of insurance policies based on type of coverage.	2		
9-2c	Track policy erosion and	Obtain data either by reports or through dashboards charts of policy	2		

	expiration dates.	erosion.			
9-2e	Provide view access to certificates of insurance.	Provide view only access to certificates of insurance to users with valid user security.	2		
9-3a	Provide loss information to brokers and/or excess carriers as needed.	The system contains a wide array of reports available with the capability to provide specific loss information to the appropriate third parties.	1		
9-4a	A wide array of reports are available within the system.	The system allows the ability to develop and maintain a core set of reports to meet individual agency informational requirements.	1		
		Additional reports can be created as needed.	1		
		Note: Specific requirements for the primary set of reports to support agency needs will need to be fully developed and specified.	1		
9-4b	Support agency ad-hoc reporting as needed.	Additional ad-hoc reports can be developed to meet individual agency needs.	1		
		The system ad-hoc reporting feature is "user friendly" so that if needed, other agencies may develop reports on their own (with appropriate security).	1		
9-4c	The system contains additional fields to support individual agency requirements.	The system allows for the addition of data elements needed in support of individual agency requirements.	1		
		Integration of agency specific data elements which are contained in other County systems.	1		
9-4d	Report publishing.	The system provides the ability to publish reports to e-mail, system console, or intranet to support agency needs.	1.8		
9-4e	Dashboards, custom views, and reporting.	Provide dashboards, custom views, and/or reporting and analytical applications to support agency requirements.	2		
9-4f	Provide loss information to	Standardized reports are available for providing data to the actuaries in	1		

	the actuaries.	support of annual actuarial studies.			
		Report data can be downloaded into Access, Excel or PDF formats.	1		
9-5a	Provide the required information to CMS for all liability claims involving bodily injury (medical treatment).	The system contains placeholders for all required CMS data elements.	1		
		Automated flagging of claims that may be CMS reportable including notification of new claims that are suspect reportable.	1.3		
		Ability to tag claims as either reportable or non-reportable.	1.3		
		Additional filters and checks can be added to limit the transfer of only those claims that are required.	1.3		
		The system supports automated reporting of CMS reportable claims directly to CMS or through a third party integration (e.g. Gould and Lamb); OR	1		
9-5a	Provide the required information to CMS for all liability claims involving bodily injury (medical treatment).	Required CMS data elements on newly reported liability claims can be transferred to ISO (or another third party) for CMS reporting.	1		
		Note: Determining date of birth and SSN for liability claimants may be difficult (as claimants are generally not County employees). Protocols will be needed to support accurate capture of these data elements.			
9-5b	Resolve any issues or problems with the required data elements after initial submission.	All rejections (where the required fields are either incorrect or incomplete) are sent back and the claims are flagged within the system.	1.3		
		Automated alerts of newly rejected claims.	1.3		
9-5c	Check for	Once the rejections are corrected,	1.3		

	CMS eligibility.	information is successfully submitted back to CMS to check for eligibility.			
		A report is available that shows all CMS eligible claims.	1.3		
		Automated alerts of newly eligible claims.	1.3		
		Once the additional elements have been added they are forwarded to CMS, ISO or another third party based on County requirements.	1.3		
9-6a	Automate reporting of claims to ISO.	Integration with ISO Claims Search.	1.3		
		Automate the search for duplicate claims filed by the same individuals or businesses, either as claimant or as insured.	1.3		
		Automate the reporting of claims back to the County that meet specified criteria for possible fraudulent claims.	1.5		
9-7a	Capture data elements to support ERM.	Support enterprise risk management (ERM) capability able to examine, identify and effectively manage the County's most critical risks in an integrated fashion.	2		
9-7b	Measure against County specific metrics.	Measurement of the County's performance in managing critical risks.	2		
9-7c	Manage and track County risk mitigation efforts.	Manage and track County risk mitigation efforts in the system's ERM component.	2		
9-8a	Design an organizational coding structure specific to the County.	Maintenance of all organization codes such as agency, location, unit, location, and any other coding tables needed by the County for claim assignment and reporting requirements.	1		
9-8b	Assign hierarchical codes (organizational levels) specific to the County.	Assignment of agency and location codes in a multilevel hierarchical structure.	1		
		Ability to add new codes or levels in the future.	1		
		Ability to map old codes (unused) to new or existing codes when realigning the hierarchy, making changes to agency or department structure, or	1.6		

		termination an agency, department, or unit.			
		Ability to add new codes or levels in the future.	1.8		
		Note: Coding structures and codes for the system will need to be defined by the County.			

FUNCTIONAL AREA TEN – Reporting and Analysis

Risk Management currently provides all risk management related reporting and analysis for the County and for the individual County agencies. The selected solution will support the following activities:

- Report on liability and property claims information and analyze loss results;
- Provide financial reports on historical claim activity;
- Evaluate loss trends over time;
- Determine specific problem areas, or areas for improvement;
- Analyze specific risks, causes, and agency or location loss activity;
- Provide County agencies with agency specific risk management information products;
- Respond to specific questions or information requests as needed;
- Provide the actuary, as well as other service providers, with loss information as needed;
- Reporting on the County’s total cost of risk; and
- Other internal and external reporting activities as needed.

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 10.1-Risk Management Core Reports.
- 10.2-Risk Management Analytical Reporting.
- 10.3-Agency Reporting
- 10.4-Specific Known Report Requirements

Section/Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
10-1a	A core set of Risk Management reports.	Provide a core set of reports needed to meet risk management’s ongoing informational and financial reporting requirements.	1		
		Core reports will consist of the following: • Financial reports of loss activity and results by organizational structure;			
		• “System-of-Record” reports for general reporting purposes and reconciliation of other reports, ad-hoc reporting and the development of other			

		information products;			
		• Frequencies and severities, loss rates and other common metrics by key breakouts;			
		• Loss development triangles and/or charts by organizational structure and other needed breakouts (coverage's, risk type, cause, etc.); and			
		• Other reports to be determined, or included below under Section 10-4 – Specific known report requirements.			
10-1b	Create reports using an "as of" date.	Ability to report by a specified "as of" date (report any period as of any evaluation date).	1		
10-1c	Allow for the export of report data.	Report data can be downloaded into Access, Excel or PDF formats.	1		
10-1d	Support risk management ad-hoc reporting requirements as needed.	Provide ad-hoc query and reporting capabilities with an easy to use report writer for specific users, user groups, or roles.	1		
10-1e	Include additional data elements and additional system integrations to improve reporting capabilities.	Ability to add additional data elements to the system to support capture of data required for Risk Management or other county agencies.	1		
		Additional data elements should be either derived data elements (based on other RMIS/CMIS data elements), or manually coded flags, indicators, categories or groupings.			
		Note: Specific requirements for risk management reports will need to be fully developed.			
10-1f	Provide dashboards and pre-defined views and reports.	The system allows specific agencies, users, user groups, or roles to view data easily and more clearly using dashboards and pre-defined custom views.	1.8		
10-1g	Reporting by organizational and location levels.	Capability to report at each level, for an individual organizational unit or at an individual location, or rolling up levels to groupings.	1		
10-1h	Reports can be run at pre-	Support risk management reports run at full value, SIR value or including	1		

	defined values for all locations, levels and agencies.	excess layer only.			
		Optionally run reports based on what-if scenarios for dynamic user defined retentions, deductibles, or loss caps.	1.8		
10-1i	Minimize the number of unused or rarely used reports and categorize those reports that are needed.	The system provides a facility to manage the library of risk management reports and supports the migration of unused or historical reports.	1.4		
10-1j	Dynamic, interactive report capability.	Dynamic sorts, filters and grouping in the reporting function.	1.4		
10-1k	Ability to create reports with charts or graphs.	Clarify report findings with integrated graphics (charts or gauges) with numerical values or tabular information.	1.6		
10-1l	Support for other innovative charting functions.	Charts available to include standard column, bar line, and pie charts and also newer heat maps scatter graphs, and gauges.	1.8		
10-2a	Analytic tools for risk management to effectively manage the County's risks.	Adding parameter driven reporting and analytical applications that allow the user define the parameters in preconfigured templates, reports, and exhibits.	2		
10-2b	Analytics that present data clearly and more defined.	Provide dashboards, custom views, and/or reporting and analytical applications to order to identify and proactively manage the County's operational risk exposures.	1.8		
10-2c	Report templates for recommended analytics.	The system allows for implementation of analytic report templates provided in the Performance Audit of CEO/Risk Management.	1.8		
10-2d	Frequency and severity reports on all organizational levels and at various	Frequency and Severity reports by agency, location and cause which include annual summaries with trending of those improved, worse, highest and lowest.	1.7		

	location levels.				
10-2e	Defined expense category analytics.	The system allows for specific expenses to be reported by agency and by expense category.	2		
10-2f	Risk management allocation of cost by agency.	Support Risk Management's new cost allocation methodology. (A tiered capping methodology).	2		
10-3a	County agencies can develop risk management reports based on their needs.	The system allows for the development of individual agency reports based on each agency's specific unique requirements.	2		
		Breakdown of specific expenses so they can be tracked by agency and by expense category.	2		
10-3b	Include additional data elements and additional system integrations to improve reporting capabilities.	The system has the ability to add additional data elements to the system to support reporting required for specific County agencies.	1		
10-3c	Use dashboards and pre-defined views and reports for specific agencies.	View data easily and more clearly using dashboards and pre-defined views that are specifically designed for the individual agencies.	1.5		
10-3e	Allow for the export of report data.	Report data can be downloaded into Access, Excel or PDF formats.	1		
10-4a	Reports specifically identified by Risk Management	The following types of reports have been identified:	1		
		Timeliness of loss reporting;	1		
		Claim lifecycle reports;	1		
		Loss development triangles;	1		
		Loss stratification reports;	1		
		Reserve development reports;	1		
		Adjuster case load reports;	1		
		Incurred Losses by fiscal year;	1		
		Defense counsel reports;	1		

		Excess reporting triggers;	1		
		Subrogation activity and recoveries;	1		
		Opened/closed breakout;	1		
		Expense breakout - PD/BI/ALAE/Legal;	1		
		Rejected and denied claims;	1		
		Search by claimant name, claim number, department, date of loss (claim or occurrence), and/or payment date;	1		
		By claim and occurrence;	1		
		By coverage;	1		
		By location;	1		
		By data entered;	1		
		By payment date and transaction type;	1		
		By cause of loss;	1		
		By payment type, reserve type, cause of loss, location, employee (driver), and organization level; and	1		
		Matched Payment and Unmatched Payment Reports;	1		
		Fiscal Year-End Report for Actuary	1		

APPENDIX 3

**RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEM (RCMIS) SOFTWARE –
MEDIUM PRIORITY FUNCTIONAL REQUIREMENTS**

FUNCTIONAL AREA EIGHT – Other Agency Requirements

(Complete and submit as #1.c., in Part 3 of Section II – Proposal Response Requirements)

Contractor shall detail the capability of their RCMIS Software by: Completing each Itemized Response section addressing specific requirements in the charts listed below using the Response Key provided

Response Key

1	Item is "Out Of Box"- indicate module
2	Item will be included in future release - specify version and date
3	Item addressed by 3rd party integration- specify partner
4	Item requires customized code to be written
5	Item not addressed by Software

FUNCTIONAL AREA ONE – General System Usage

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 1-2 - Easily enter, store and update all necessary information regarding the claim.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
1-2i	Capture data that is required for the claim but that is stored in other systems without requiring duplicate data entry.	The system can automatically capture employee information from the Auditor-Controller (A/C) via CAPS+ for those claims involving County employees (e.g., birth date, address, telephone number, etc.).	2.7		
1-2j	Scan claim documents received and attach to the claim.	Automate the management of claim associated documents by scanning and directly attaching to the claim.	2.5		
		Integrate with the County's document management system.	2.5		

FUNCTIONAL AREA TWO – Claims Management, General and Automobile Liability

Itemized Response (Use Response Key provided and add comments to clarify your software's features vis-à-vis requirement):

- 2-1 - Notification of newly reported claims.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
2-1b	Notification of newly reported injuries.	Provide automated alerts to be sent to Safety staff of newly reported injuries.	2.7		

FUNCTIONAL AREA THREE – Claims Management, Property Loss

Itemized Response (Use Response Key provided and add comments to clarify your software's features vis-à-vis requirement):

- 3-3 - Ensure property loss expenses, payments and excess recoveries are managed and recorded.
- 3-4 - Management of property schedules.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
3-3e	Enter carrier case reserves.	Enter and manage carrier / excess program case reserves.	2.5		
3-3f	Integration with the property insurance carrier to retrieve property payments made automatically.	Integrate with the property insurance carrier and import payment amounts.	3		
3-4b	Manage property values and property specific information.	Placeholders for property values as well as other property specific information.	3.3		
3-4d	Provide property schedule to broker/carrier.	Standard report or data extract of property schedule information.	3		

3-4d	Integration of property management data.	Integration of the property schedule with the County's property management system.	3		
3-4a	Integration of property management data.	Automated import of property schedule data.	2.7		

FUNCTIONAL AREA FOUR – Claims Management, Automobile Physical Damage

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 4-1 -Enter auto physical damage information and assign coding to the claim.
- 4-3 - Ensure auto physical damage costs are managed and recorded.
- 4-4 - Management of fleet schedules.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
4-1d	Access employee information from CAPS+ if a County employee is involved in the claim.	Integration with CAPS+ to retrieve employee information automatically including employee number to reduce duplicate data entry and improve workflow.	2.7		
4-1e	Integrate with Sherriff's Department database(s) to obtain additional accident information.	Retrieve additional accident information automatically.	2.7		
		Note: Further research needs to be completed regarding what data fields would be useful to Risk Management and whether or not integration with Sheriff's department databases would be possible.			
4-3b	Enter expense payments at a detailed level.	Utilize payment expense categories for auto physical damage claims that can also be tracked by any of the organizational codes including location, coverage, cause and repair method/shop used.	3		

		Note: Expense categories will need to be developed.			
4-4a	Track Fleet Schedules.	Integrate with Fleet Management systems and retrieve fleet schedules.	3.8		
4-4b	Track training programs, attendees, and dates of attendance for driver training activity.	Integrate with Training Partner to retrieve driver training activity for County employees involved in the claim.	3.5		

FUNCTIONAL AREA FIVE – Litigation Management,

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 5-1 - Support litigation activities on the claim.
- 5-2 - Board approved legal firm management and tracking.
- 5-3 - Track and manage rates billed by contractors, subcontractors.
- 5-7 - Access to Outside Legal Firms.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
5-1f	Provide view only access to County Counsel to closed litigated claims information.	Provide County Counsel access to closed litigated claims history for review.	2.7		
5-1g	Sync system vendor codes with vendor codes used by Auditor-Controller.	Integration of Auditor-Controller’s CAPS+ system to maintain one standard set of vendor codes.	3		
5-2b	Track approved contract law firm rates.	The system tracks the board approved rates for contract legal firms.	2.7		
5-3c	Track the hourly rate of subcontractors.	Where applicable, track hourly rates of subcontractors used by the contract defense firm for comparison.	3.7		

5-3d	Ensure that hourly rates charged are within the County's approved rate schedule.	Compare the contracts firm rate against the county approved rate.	3.7		
		Provide a system alert if the hourly cost of the contract firm is greater than that approved by the board, or if it differs than the standard rate charged by the firm.	3.3		
5-7a	Provide system access.	Capability for limited read only access to litigated claims by outside legal firms assigned to the claim.	3		
5-7b	Provide document access.	Allow outside legal firms assigned to the claim to access (and transfer) documents associated with the litigation.	3.3		
		Allow legal firms assigned to the claim to upload documents to attach to the claim.	3		
5-7c	Provide notifications.	Provide e-mail based alerts of completed tasks, upcoming dates, or other activities involving litigated claims to legal firms.	3.7		

FUNCTIONAL AREA SEVEN – Safety and Loss Prevention

Itemized Response (Use Response Key provided and add comments to clarify your software's features vis-à-vis requirement):

- 7-1 - Track and report on claim activity involving injury.
- 7-2 - Enter and manage safety information in the system.
- 7-3 - Manage and track training and fitness programs and activities.
- 7-4 - Develop Investigative Reports.
- 7-5 - Develop risk assessments.
- 7-6 - Track corrective actions and compliance.
- 7-7 - Measure the results of safety and risk control activities.
- 7-8 - Manage and track other high risk county equipment.
- 7-9 - Track new Countywide fleet safety program

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
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7-1b	Inclusion of Sheriff's Department data regarding vehicle accidents.	Integration of Sheriff's Department accident information in the RMIS/CMIS solution.	3		
		View Sheriff's Department's findings on the preventability of Sheriff involved accidents.	3		
7-2a	View notes and information regarding investigated injuries.	Notes and information regarding the injuries should be available to the Safety staff for viewing and reporting.	3.5		
7-2b	Capture information regarding the claim.	Placeholders should be available within the system for safety information including location, violations, corrective actions, etc.	3		
		Integration with the Safety and Loss Prevention Access databases to import safety inspection information for agency and location of the claim into the system.	3		
7-2c	Notifications for safety inspections.	Automated alert to Safety staff as to when inspections should occur over an annual period.	3.5		
7-2d	Capture results of the safety inspection.	Capture inspection, location, date and findings of the inspection including if it was abnormal.	3.5		
7-2e	Track history of industrial hygienist evaluations.	Integrate with Safety's Access database that is tracking industrial hygienist evaluations and retrieve information.	3.5		
7-3a	Track training programs, attendees, dates of attendance, and results.	Integrate with Training Partner to access specific class information for employees have attending in regards to the claim.	2.5		
		Integrate with Safety's Access database tracking training information.	2.5		
7-3c	Online access to training programs.	Question: Does the County utilize online access to training classes?	3.5		
7-4a	Safety report templates.	Create templates based on input from Safety and Loss Prevention.	2.5		

7-4b	Capture and update information.	The system allows the entry and update of investigative report information as needed.	2.5		
7-4c	Integrate data from other sources.	If information resides in any of the existing Access Databases in Safety, provide integration with the RMIS/CMIS solution.	2.5		
7-5a	Risk assessment templates.	Create templates based on input from Safety and Loss Prevention.	2.5		
7-5b	Capture and update information.	The system allows the entry and update of risk assessment information as needed.	2.5		
7-5c	Integrate data from other sources.	Integrate data from all related sources to develop a comprehensive assessment.	2.5		
7-6a	Track corrective actions.	Placeholders should be available within the system for corrective action information including date of notification, target dates, costs, and expected results.	4		
7-6b	Monitor and report on compliance.	Placeholders should be available within the system to record compliance related information.	4		
7-7a	Integration of loss information.	Integration of loss information with Safety and Sheriff databases.	3		
7-7b	Report on the integrated safety and loss information.	The system contains safety and risk control reports by agency, cause of loss, coverage type, preventable and non-preventable and county versus private automobile.	2.5		
7-7c	Provide key metrics such as frequency and severity in relation to when safety actions occur to measure their impact on results.	Frequency and severity reporting related to risk actions available by coverage, by cause, by agency, preventable, and type of automobile.	3		
7-8a	Manage high risk equipment.	The system has placeholders available within the system for high risk equipment.	3.5		

		Track pressure vessels by department and when they are put into service.	3.5		
		Track each ladder put into service by department and date service.	3.5		
		Track if ladders in service meet the safety requirement of the agency/department.	3.5		
7-8b	Notification of required actions related to county equipment.	Alerts for pressure vessels after 4 years in service, and other equipment notifications as needed.	3.5		
7-9a	View and report on claims involving fleet safety.	Track claims based on a wide array of selection criteria (including, but not limited to, drivers training classes, driver screening, vehicle safety inspections and maintenance, cause of loss and location.)	3		
7-9b	Track fleet vehicle inspection and maintenance schedules.	Placeholders are available within the system for vehicle inspection and maintenance schedules.	4		
7-9c	Integrate with Training Partner to access driver training information.	The system has the ability to integrate with Training Partner to identify training of employee involved in accident.	3		

FUNCTIONAL AREA EIGHT – Other Agency Requirements

The primary requirements for authorized agency users (outside of Risk Management) would be to easily access the system; view the information they need regarding their agency’s claims; be able to update information that it is appropriate for them to update; and not be able to access other agencies’ data or personal or confidential information residing in the system.

The following agencies have specific risk management information requirements:

- Auditor-Controller – Requires information regarding claim payment information in order to process payments, distribute checks, and support accounting requirements; and
- Sheriff – Requires access to liability claims information (including location, cause, etc.) for those claims involving the Sheriff’s department personnel.

Many other County agencies would also benefit from increased access to risk management information. Providing the ability to perform additional agency specific reporting and analysis to better evaluate risks and view loss trends in order to change behaviors for improved results, could be very beneficial to the County. The selected solution may be utilized to support the following County agency activities:

- Viewing claims information for the agency;
- Updating specific claims information relating to the agency;
- Exporting loss information related to the agency;
- Integrating loss information with agency specific systems; and
- Reporting and analyzing loss data specific to the agency.

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 8-1 - Sheriff's Department.
- 8-2 - Auditor-Controller.
- 8-3 - County Counsel.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
8-1a	Notification of newly reported claims.	Automated email alerts of new claims to Sheriff's Department staff.	2		
8-1b	Track and report on specific activities.	Track and report on the number of cell phones or amount of petty cash lost over a certain period of time during booking.	3		
		Group Sheriff's Department reports by open, closed, policy year, cause, coverage, closed, location and employee name.	2.5		
		Track vehicle accidents involving Sheriff's Department automobiles broken out by preventable or non-preventable cause.	2.5		
		Analyze Sheriff's Department injuries by type of activity that the claim was involved with (training or operations), the specifics of the operations (foot pursuit, arrest, etc.), or training type (driving, aerobics, weapons, etc.).	3		
		Report on claims by shift, and a.m. versus p.m. claims.	3.5		
8-1c	Integrate with Sheriff's Department databases and retrieve type of force data.	Integrate or extract from the Sheriff's Department databases information regarding type of force used (such as Taser or baton).	2		

8-1d	Report for tracking and reporting Sheriff's activities.	Report on a.m. versus the p.m. claims.	2.5		
8-1e	Retrieve additional accident information automatically.	Integrate with Sheriff's Department databases for additional accident information.	2.5		
		Note: Further research needs to be done as to what database fields would be useful to Risk Management for further analysis and reporting.			
8-2a	Automate Payment Request Check process.	Automate the Payment Request form verification process to Auditor-Controller instead of Risk Management having to provide a hardcopy Payment Request form to request a check.	3.7		
8-2b	Integration with CAPS+ to automatically populate specific employee information in the RMIS.	Avoid duplicate entry by pulling existing employee information from CAPS+.	3		
8-2c	Automate Check Request process by providing scanned document images.	Supporting documentation for Check Requests scanned into the system by Risk Management and attached to the claim before the request is sent to Account-Controller for payment.	3		
8-2d	Integrate with CAPS+ to import specified vendor codes used by Risk Management.	Avoid duplicate entry and sync systems by pulling specified exiting vendor codes Auditor-Controller's CAPS+ system.	2.3		
8-3a	View and report on lawsuits.	Gather and report on information (by cause, by agency, by type of damages, by department, by year, by settlement.) to develop strategies based on historic settlements and lawsuit outcomes.	2.7		
8-3b	View all settlements.	Can access and report on closed litigated claims history for review.	4		
8-3c	Track Plaintiff Attorney activity.	Track plaintiff attorneys with multiple open cases to identify strategies they are using.	2.7		

8-3d	Report on cost of claims settled compared to lawsuits.	Capture and break out all legal expenses so that comparisons can be viewed.	2.7		
		System will break out costs for all stages recorded in a settlement.	3		
8-3e	Repeating Defendant Report.	System provides search capabilities and/or reports on whether a defendant has filed claims or lawsuit before, review strategies used, types of previous lawsuit, and review past costs to close the claim.	3		
8-3f	Defendants' legal firms and strategies.	System captures what legal firms are used by defendants and find what strategies were used in past cases.	4		
		Note: County Counsel would assist developing a litigation report to capture information for this requirement.			
8-3g	Notification of a Public Acts Information Request.	Automated alerts when the County has been presented with a Public Acts Information Request.	2.5		

FUNCTIONAL AREA NINE – Risk Management

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 9.1 - Exposure management and tracking.
- 9.2 - Policy and certificate management and tracking
- 9.3 - Support for insurance coverage acquisition.
- 9.4 - Agency and service provider support.
- 9.6 - ISO Claims Search.
- 9.8 - Develop and maintain all organizational codes (agency, location, vendor, unit, cause, part of body, etc.)

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
9-1b	Workers compensation exposures.	The system will provide the capability to maintain and track the County's workers compensation exposures including payroll and FTEs.	2.5		
9-1c	Property.	The system will provide the capability to maintain and track the County's property schedules including property values.	3.3		

9-1d	Fleet.	The system will provide the capability to maintain and track the County's fleet schedules including vehicle values.	3.8		
		Placeholders will be available to track vehicle services dates allowing for the determination of vehicle months.	3.7		
9-2a	Capture insurance policy information.	Integrate with Succeed Management Solutions to obtain policy, exposure and certificate information.	2.5		
9-2d	Manage policies within the system and link policies with claims.	Link claims to policies downloaded from Succeed Management Solutions or entered by Risk Management staff.	2.7		
9-3b	Provide property and automobile schedules to brokers and/or carriers as needed.	Reference 9-1c and 9-1d above.	3.3		
9-4g	Notifications of key activities.	Automated alerts of key activities or claim actions to agencies as needed.	3		
9-6b	Automate OFAC (Office of Foreign Assets Control) lookup via ISO Claims Search.	Automate the screening of claims against the master list published by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury to meet OFAC requirements.	2.5		
		Automate the reporting of claims back to the County that meet specified OFAC requirements.	2.5		
9-8c	Ability to sync system vendor codes with vendor codes used by Auditor-Controller.	Integrate with the CAPS+ system to maintain one standard set of vendor codes.	2.5		
		Note: Coding structures and codes for the system will need to be defined by the County.			

FUNCTIONAL AREA TEN – Reporting and Analysis

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 10.1-Risk Management Core Reports.
- 10.3-Agency Reporting

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
10-1n	Automate the dissemination of data.	Push production reports out to specific users, user groups, or roles on a scheduled basis using the RMIS/CMIS system or the e-mail system.	2.3		
10-1o	Store historical reports offline.	Archiving or storing offline reports that are saved with specific selection criteria (mostly dates) specifically for the purpose of documenting past activities.	2.2		
10-3f	Automate the dissemination of data.	Push production reports out to specific agencies on a scheduled basis using the RMIS/CMIS system or the e-mail system.	2.3		

APPENDIX 4

**RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEM (RCMIS) SOFTWARE –
LOW PRIORITY FUNCTIONAL REQUIREMENTS**

This Appendix contains questions on Functional Areas Five, Seven, and Eight Only

(Complete and submit as #1.d., in Part 3 of Section II – Proposal Response Requirements)

Contractor shall detail the capability of their RCMIS Software by:
Completing each Itemized Response section addressing specific requirements in the charts listed below using the Response Key provided

Response Key

1	Item is "Out Of Box"- indicate module
2	Item will be included in future release - specify version and date
3	Item addressed by 3rd party integration- specify partner
4	Item requires customized code to be written
5	Item not addressed by Software

FUNCTIONAL AREA FIVE – Litigation Management

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 5.1-Support litigation activities on the claim.

Section/ Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
5-1h	Provide access to the system to County counsel.	Provide County Counsel access to the system for viewing litigated claims and the generating standard and ad hoc reports.	4		

FUNCTIONAL AREA SEVEN – Safety and Loss Prevention

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 7-2 - Enter and manage safety information in the system.
- 7-9 - Track new Countywide fleet safety program
- 7-10 - Track corrective actions and compliance.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
7-2c	Track fitness programs, attendees, dates of attendance, and results.		4.5		
7-9c	Track fleet vehicle inspection and maintenance schedules.	Placeholders are available within the system for vehicle inspection and maintenance schedules.	4		
7-10a	Track corrective actions.	Placeholders should be available within the system for corrective action information including date of notification, target dates, costs, and expected results.	4		
7-10b	Monitor and report on compliance.	Placeholders should be available within the system to record compliance related information.	4		

FUNCTIONAL AREA EIGHT – Other Agency Requirements

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 8-3 - County Counsel.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
8-3g	View all settlements.	Can access and report on closed litigated claims history for review.	4		
8-3h	Defendants' legal firms and strategies.	System captures what legal firms are used by defendants and find what strategies were used in past cases.	4		
		Note: County Counsel would assist developing a litigation report to capture information for this requirement.			

APPENDIX 5**RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEM (RCMIS) SOFTWARE –
FUTURE NEEDS**

(Complete and submit as #1.e., in Part 3 of Section II – Proposal Response Requirements)

Contractor shall detail the capability of their RCMIS Software of meeting future business needs by responding to the narrative questions (listed at the end of Appendix 5) in a complete and concise manner.

The following areas should be given additional consideration, as each will have an impact as to how a potential RMIS/CMIS solution implementation would proceed.

I. Potential Future Integrations

There could be significant benefits to be realized from additional County system integrations with the selected RMIS/CMIS solution. The priority for each of these integrations has not yet been determined, and will be evaluated on a case-by-case basis. Only the integration from CAPS+ to the RMIS/CMIS is required for the initial implementation. Other integrations will be considered after the initial implementation and the County may wish to implement these features at a future point in time. The RMIS/CMIS solution should be capable of incorporating each of the following integrations.

ERMI – ERMI is the County’s document imaging software program. County documents are scanned into and managed by this program. The LCMS does not currently have the ability to integrate with ERMI.

CAPS+ Employee Information – For employee-involved claims, it would be advantageous to allow for the automated inclusion of employee information from the CAPS+ system rather than to have it entered by Risk Management staff.

Insurance Services Office (ISO) – Risk Management utilizes a subscription service for ISO’s web-based search capability. Information for specific claims is entered into ISO’s website and submitted to determine if a claimant has had a prior claim history with other organizations. Risk Management also use ISO in order to meet current liability claims reporting requirements imposed by the Centers for Medicare & Medicaid Services (CMS).

Sheriff’s Department – The County’s Sheriff’s Department has its own proprietary applications and databases which support their ongoing activities. A number of these activities are highly confidential, including some that support Internal Affairs. There is a need for the integration of risk management information with the Sheriff’s Department’s databases.

Safety and Loss Prevention Databases – Safety has its own proprietary Access databases which maintain information regarding safety inspections, training, vehicle collisions, and ergonomic evaluations.

Claims Connect™ – Depending on the future need for workers’ compensation information within the RMIS/CMIS solution, integration with York’s ClaimsConnect™ (or other TPA’s claims system) could be required in the future.

Fleet and/or Property Schedules – The County wants the ability to include fleet and/or property information in the RMIS/CMIS system for various purposes. The RMIS/CMIS solution should also be able to support these integrations.

Succeed Management Solutions – Succeed Management Solutions is a web-based application which enables the County to track certificates of insurance.

Training Partner – Training Partner is a web-based program that is accessible to all County employees and is administered by the Auditor-Controller.

II. Lack of Transactional Financial Information

Because of the way in which financial information has been captured within the existing LCMS, there is no way to fully determine when financial activity occurred using the current database. This is problematic for “as of” reporting for historical periods in time. Unless activities are pursued to alter the financial information at conversion, it will be impossible to create reports and information products currently desired by Risk Management, and to perform loss development analysis.

There are several ways in which the data may be able to be improved. These include altering system dates, making rules based adjustments, and/or using database backups to determine financial information at specific historical points in time (monthly, quarterly, or annual) to generate “proxy” financial transactions. Alternatively, there may be a way to develop supplemental summary data from system backups. To the extent possible, the financial data being imported should be modified to best support future reporting requirements. In order to determine if additional activities should be pursued, the County must know the costs associated with different options for improvement. The County would like to evaluate possible alternatives for amending or supplementing the historical financial information imported into the new solution (during data conversion).

Narrative Short Answer Section - Provide a complete and concise narrative response to the following questions:

- i. Describe all the ways in which future releases of the proposed RCMIS software can meet or exceed Risk Management’s future needs in the areas of additional system integrations, workflow, data management and reporting. Please briefly discuss your experience in integrating your software with your clients’ financial or accounting systems; please focus on your experience with public entities clients, if any
- ii. Please briefly describe a typical workflow of a claim from the time is entered into your software until resolved
- iii. Please briefly describe a few standard/default dashboards offered by your software for a Liability Claims Management system, their purpose and how they improve operational effectiveness
- iv. Describe your company’s product roadmap and planned releases for the proposed RCMIS software over the upcoming 1-3 years.
- v. List all new features, modules, capabilities and functionality that are the result of customer requested enhancements and improvements of the proposed RCMIS software.
- vi. Describe your customer’s most common complaints, frustrations or pain points in using your software. Describe your company’s responsiveness to customer issues and problems, giving specific examples of steps taken to resolution.

APPENDIX 6

RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEM (RCMIS) SOFTWARE – CAPS+ AND ISO INTERFACE SPECIFICATIONS

Contractor shall detail the capability and methodology for interfacing and integrating the RCMIS Software with County's CAPS+ system and the ISO portal. The following provides high level description of the interfaces specifications. Detailed specifications including file layout and field descriptions and format will be provided to the Contractor prior to the implementation.

1. CAPS+ Outbound Interface Description:

Risk Management Monthly Extract

The purpose of the Risk Management outbound interface is to provide Risk Management with CAPS+ GFS information to upload into RCMIS system. This system is used to reconcile liability claims that have been brought upon the county. The extract will produce a single monthly file that is specific to Risk Management. End users have stated they would like the capability of switching this to a daily extract in the future.

The extract file will select CAPS+ payment information from the Accounting Journal table based on the following selection criteria:

- Fund equals '294' and
- Department equals '017' and
- Budget Control equals '294' and
- Object equals '3500' and
- Posting Code ID equals 'D014' and
- Document Type equals 'JV' or 'AD' or 'MD'

It is important to differentiate between payments (AD and MD documents) and transfers of money (JV documents). Depending on whether an AD, MD or JV document is extracted, different fields are used to populate the final output file. (Exhibits 2-1 and 2-2 show the details of which fields are used.)

The interface will generate detail extract records from CAPS+. (Exhibits 2-1 and 2-2 spell out the data crosswalk logic for building the detail records.)

This interface is a replacement interface for one that existed in the legacy CAPS application. Please refer to Exhibit 3-1 for a description of how this interface functioned in CAPS.

1.1 Assumptions

This design document was developed under the following assumptions. As issues are addressed, it may be necessary to modify this interface design document accordingly.

- Since the CAPS+ Chart of Accounts structure is being reorganized to include an additional field, namely Budget Control, all interface-receiving systems must accommodate this new field.
- Only information that matches the above criteria will be used for this interface. No other criteria will be referenced.

- Interfacing systems will be provided with data utilizing the new CAPS+ Chart of Accounts elements and values.
- This includes several fields whose lengths are not exactly the same as in the old system, fields that are in a different format in the new system and fields that are no longer used at all in the new system.
- If the interface-receiving system will not be modified to accept the expanded data fields, the data will be placed into the current data fields in a truncated format except for the payment amount field which is never expected to reach one billion dollars.
- Interface will produce monthly data.
- Extracted file will be placed in a folder with FTP access on the CAPS+ server.

1.2 Interface File

The Risk Management interface will generate a single monthly fixed length text (*.txt) file. This extract file will be FTP'd to a common interface directory. Risk Management will pull the extract file monthly from this common interface directory.

Aeris will develop these interface files in the manner described below.

1.2.1 Naming Conventions

The interface files naming convention is comprised of several nodes. Below is the name of the extract file created from this interface:

RiskManagement.txt

A back-up will be created for each interface using the following naming convention:

RiskManagement_Bkup_20091130.txt

- FileDescription1 – The first node is the file identification name. (Risk Management)
- FileDescription2 - The second node is a constant text denoting this is a backup. (Bkup)
- YYYYMMDD – The third node is the appropriately formatted date the interface backup file is generated. (20091130)

1.2.2 File Transfer Instructions

After the interface source file is created, the file will be transferred to the following network location during the testing phase:

- Server IP: capsweb1.ocgov.com
- Path: capssix/Outbound/Risk Management/

This location will be used for storing test files. The location will change in subsequent testing phases.

1.3 Interface Process

There are three processes to execute to build this interface file: an SQL script that will extract data from Advantage, a PDI process that will transform the fields, and a UNIX control script that runs the PDI process. Each process is described below.

(Filenames for these three processes will be filled in during the development phase.)

SQL Script: Filename.sql
 PDI Process: Filename.map
 UNIX Control Script: Filename.sh

2.0 Data Crosswalk

2.1 Technical Notes

This section will provide additional notes for the developer.

- Selection logic – select data that meets the following criteria:
- Fund equals '294' AND
- Department equals '017' AND
- Budget Control equals '294' AND
- Object equals '3500' AND
- Posting Code ID equals 'D014' AND
- Document Type equals 'JV' or 'AD' or 'MD'
- If the selected Document Type is 'AD' or 'MD' then use crosswalk Exhibit 2-1
- If the selected Document Type is 'JV' then use crosswalk Exhibit 2-2
- Selection tables – this extract will pull from the Accounting Journal table JRNL_ACTG.

2.2 Definitions and Conventions

This section describes/defines the naming conventions applied to the crosswalk table(s) in the following exhibits.

- Int Data Element – The target attribute/field in the extract interface file.
- Int Data Element Type – The data type and size of the Interface Data Element
- Char – Left justified alphanumeric text field with a fixed width equal to the number defined for each field.
- Decimal – Right justified numeric value with a specified decimal position (X, Y) where X is the number of digits to the left of the decimal point and Y is the number of digits to the right of the decimal point. Negative numbers must be prefixed with a negative sign.
- Date – Default Date format 'MM/DD/YYYY'.
- Int – Integer.
- Advantage 3 Table – Advantage 3 table where the source data element exists.
- Advantage 3 Column – Advantage 3 column where the source data element exists.
- Notes – Specifies reformatting logic, field masking logic, field literals, etc.

2. CAPS+ Inbound Interface Description:

1.1 Introduction

This document details the interface specifications for automatically loading the general accounting expenses from external systems into the CAPS+ system. This document will be distributed to the departments to assist in their preparation of interface files to the CAPS+ Financial/Purchasing system. The CAPS+ team will be available to assist the departments with the analysis of how to map their current files to the CAPS+ files, or

with other technical concerns that arise during this process. The CAPS+ system processes standard documents (i.e., transactions). This document will identify the appropriate document fields for the departments to prepare a standardized ASCII flat file that will map to that document fields within CAPS+. This document details the exact specifications for accomplishing this mapping for the General Accounting Expense (GAI) document.

1.2 Interface Files

- The standardized interface files prepared by the departments will be fixed length ASCII files.
- Fields will be padded with spaces to the full length of the field. The files can not contain binary or packed data, and the following file naming convention should be utilized:
- The first node should the CAPS+ department id (e.g., 003, 074, V110, etc.)
- The second node should be “GAI” the document code
- The third node should be the handling code (such as T1, T2, etc.)
- The fourth node should be the date (format YYYYMMDD) the interface file is generated.
- The fifth node should be the time (format HH24MISS) the interface file is generated.

An example of this interface file naming convention is: 003_GAI_T1_20090701_163500

1.3 Record Types

The General Accounting Expense (GAI) files prepared by departments will contain one or more GAI documents. Each GAI document is made up of four record types. The file will also contain one trailer record at the end of the file. The first three bytes of each record indicates the record type.

The GAI document contains four record types. The Document (ADC) record contains unique document related information. The ADC record is followed by a Header (HDR) record which contains the general information associated with transaction. Each HDR record is followed by one Vendor (VND) record. The VND record contains the customer accounting information and description. The VND record must be followed by one or more Accounting Line (ACT) records. The ACT records contain the detailed accounting information. ACT records are the only record types that may immediately repeat in the file.

The structure of the standardized GAI document will be as follows:

Single accounting line example	Multiple accounting line example
Document record 1 (ADC)	Document record 1 (ADC)
Header record 1 (HDR)	Header record 1 (HDR)
Vendor record 1 (VND)	Vendor record 1 (VND)
Accounting Line record 1 (ACT)	Accounting Line record 1 (ACT)
Accounting Line record 2 (ACT)	
Accounting Line record 3 (ACT)	

Included at the end of each file will be one Trailer (TRL) record, which contains a summary of all documents included in the file. The TRL record is used for verification of file contents and processing.

1.4 Document Definitions and Conventions

This section describes/defines the naming conventions applied in this document.

- Attribute – The name of the data element in the database.
- Caption – The field name of the data element.

- Description – A textual description of the data element.
- R/C – The required status of the data element.
- Required (R) – Data element is required by the interface for the transaction to successfully process.
- Conditionally Required (CR) – Specified conditions must be adhered to by the interface for the transaction to process successfully. When not required the field can be spaces.
- Optional (O) – Data element is optional by the interface and can be populated with spaces.
- Prohibited (P) – Data element is prohibited and must be populated with spaces.
- Type – The data type of the data element.
- Date – Date Format "MMDDYYYY"
- Decimal – Numeric value with a specified decimal position (9, 3) = 999999.999. Negative numbers must be prefixed with a negative sign. Field is right justified. Spaces indicate no value.
- Flag – True/False. True conditions = 1, False conditions = 0.
- Text – Alphanumeric text field with a maximum number as defined for each field. Field is left justified.
- Numeric – Numeric value, a whole number. Field is right justified. Spaces indicate no value.
- Size – The (numeric) size of the data element.
- CAPS+ Comments – Comments specific to the CAPS+ data element to be used.
- Specifies value of field
- CVL – Coded Value List, the value of the data element must come from the CVL table specified in the CAPS+ Notes.

1.5 Document Usage

1.5.1 CAPS+ Process

In CAPS+, encumbered, non-encumbered, and trust payments can be processed directly online or interfaced through a batch process. This system interface design addresses the non-encumbered payment request. The General Accounting Expense/Expenditure (GAI) document will be used for expenditure payments from a Trust fund and does not require a reference to an encumbrance document. The GAI payment request will require the Fund and the Balance Sheet Account Chart of Account (COA) elements to be coded on the accounting line, as well as the Department, Bud Control, and Unit are needed for reporting purposes. The GAI payment request will not update budget tracking amount fields.

1.5.2 Assumptions

- A document reference is NOT required for non-encumbered payments.
- Only one vendor will be specified per payment request.
- Payments for commodity based purchase orders will use the Payment Request Commodity (PRC) document instead of the GAI document. The PRC document contains commodity details such as commodity codes, freight, sales tax, and use tax profiles.
- Payment request cancellations will not be interfaced. This means payment requests cannot be deleted through the interface process. Cancelling a payment request must be done online in CAPS+.
- The Bank Account Code will be inferred from the Fund based on the setup on the Fund table.

- The default Event Type for the GAI document is AP17 and does not need to be specified on the interface transaction. The minimal required COA fields are Fund and Balance Sheet Account.
- If a vendor code has been established in CAPS+ for a payee then the vendor code should be used on the payment request instead of a miscellaneous vendor code. Vendor codes are established in CAPS+ for a number of reasons such as 1099 eligible and direct deposit.
- Vendor codes setup on the CAPS+ vendor file have all the information required to process a payment request.
- Interfacing systems will provide data utilizing the new CAPS+ Chart of Accounts elements/values.
- If Job Number (Task Order) is provided, Funding Priority, Funding Profile, and Funding Line are inferred.
- The current PV interface includes several pre-edits. The following pre-edits will be retained:
 - Trailer record count matching actual record count.
 - Trailer total amount matching actual total amount.
 - Trailer record missing.
 - Duplicate Document IDs.

3. ISO Interface Description:

ISO (Insurance Service Office) is a vendor provided claim information database used throughout the insurance industry. ISO claims information is indexed by individual users on particular claims. The interface information will include social security numbers, age, address, driver's license etc. The ISO vendor interface is used to report to and obtain information from CMS (Centers for Medicare & Medicaid Services). The interface information exchanged would be the social security numbers, age, address, driver's license etc. Contractor is expected to contact the ISO vendor and CMS center to determine the interface mechanism, develop interface requirements in consultation with county Risk Management, design, develop, test and implement the required interfaces between the Contractor's RCMIS solution and the ISO/CMS systems.

EXHIBIT I

County of Orange Child Support Enforcement Certification Requirements

In order to comply with child support enforcement requirements of the County of Orange, within 10 days of award of Contract, the successful Contractor must furnish to the agency/department deputy purchasing agent:

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the Contract.

After notification of award, the successful Contractor may use the forms supplied herein, to furnish required information listed above.

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

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

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the Contract.

Authorized Signature

Name

Title

EXHIBIT II EDD Independent Contractor Reporting Requirements

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a “Contractor” to whom the County pays \$600 or more or with whom the County enters into a Contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “Contractor” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the Service recipient for California purposes and who received compensation or executes a Contract for services performed for that Service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a Contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent Contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

- First name, middle initial and last name
- Social Security Number
- Address
- Start and expiration dates of Contract
- Amount of Contract

_____	_____	_____
First Name	Middle Initial	Last Name
SSN _____		
Contract Number _____		Dollar value of Contract _____
Start Date _____		Expiration Date _____



**COUNTY OF ORANGE
CEO/IT**

REQUEST FOR PROPOSAL FOR:

**RISK & CLAIMS MANAGEMENT INFORMATION
SYSTEM (RCMIS) SOLUTION**

RFP No. 017-725001-RR

FILE FOLDER 725001

REQUEST FOR PROPOSAL



COUNTY OF ORANGE
 CEO/IT Division
 1501 E. St. Andrew Place
 Suite 200
 Santa Ana, CA 92705
 (714) 567-7506

**PROPOSALS MUST BE RECEIVED BY
 OR PRIOR TO:
 4:00 P.M.
 ON OR BEFORE
January 22nd 2013
 Proposal Number
017-725001-RR
 County CEO/IT File Folder Number:
725001**

INSTRUCTIONS

1. SUBMIT 1 ORIGINAL, 5 COPIES AND 1 CD ROM IN MS WORD (PREFERRED) OF YOUR PROPOSAL.
2. RETURN THIS PAGE SIGNED, WITH PROPOSAL.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP #017-725001-RR AND DELIVERED IN A SEALED ENVELOPE OR PACKAGE.

RFP Release Date: December 5, 2012

**REQUEST FOR PROPOSAL ("RFP")
 COVER PAGE**

Project Title: Risk and Claims Management Information System (RCMIS) Solution

The County of Orange, County Executive Office/Information Technology (CEO/IT), hereinafter referred to as "County", is soliciting Proposals, on behalf of the County's Office of Risk Management, from interested and qualified firms, hereinafter referred to as "Offerors", to provide Risk and Claims Management Information System (RCMIS) solution which includes software licenses, software and hardware implementation, software integration, software training, documentation, and annual software and hardware hosting, maintenance and support. The RCMIS software solution must be able to integrate with other County owned software systems through industry-standard interfaces. The awarded contract(s), hereinafter referred to as "Contract," will be a fixed fee Contract between the County and selected Offeror. A detailed Scope of Work concerning the County's requirements is provided herein as Attachment A.

This Request for Proposal(s) is set out in the following format:

- SECTION I. Introduction and Instructions to Offerors
- SECTION II. Proposal Response Requirements/Minimum Qualifications
- SECTION III. Model Contract with Attachments & Exhibits

PROPOSALS ARE DUE ON OR BEFORE January 22nd, 2013, 4:00 PM Pacific Standard Time.

Proposals must be submitted in sealed packages.

All questions and inquiries related to this RFP must be sent to www.BidSync.com [RFP #017-725001-RR]. For BidSync assistance, please contact BidSync Vendor Support Team at 800-990-9339 Customer Care Option. Offerors are not to contact other County personnel with any questions or clarifications concerning this RFP. The Information Technology Office DPA will provide all official communication concerning this RFP. With respect to this RFP, any County response other than from the DPA and in writing will be unauthorized and the County shall bear no responsibility for any and all reliance upon the unauthorized communication.

I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS AND CONDITIONS HERewith AND I AM SUBMITTING A RESPONSE TO THIS SOLICITATION.

Date	Company Name	
*Authorized Signature	Print Name	Title
*Authorized Signature	Print Name	Title

* If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

RETURN THIS SHEET WITH YOUR PROPOSAL

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SECTION 1

INTRODUCTION
AND
INSTRUCTIONS TO OFFERORS

SECTION I. INTRODUCTION AND INSTRUCTION TO OFFERORS

A. Introduction

The County is seeking proposals from Offeror(s) who can provide “out-of-the-box” Risk and Claims Management Information System (RCMIS) solution which includes software licenses, software and hardware implementation, software integration, software training, documentation, and annual software and hardware hosting, maintenance and support. The County is NOT seeking the development of a customized software program/system, but instead is soliciting qualified firms who can provide a license for existing and fully operational software. Refer to Section III, for an expanded description of the Scope of Work. The Offeror’s software solution is expected to provide all the functionality that will fulfill or exceed the requirements and conditions as set forth in this RFP without the need for manufacturer product customization or Value Added Reseller (VAR) consulting services. The selected Offeror will be required to integrate the software solution with other county software solutions through industry-standard interfaces.

B. Proposed Time Schedule

Date	Action
December 5, 2012	Release of RFP
January 2, 2013	2:00 P.M. PST Deadline to submit questions or request clarification to this RFP via BidSync.com (RFP # 017-725001-RR)
January 22, 2013	RFP Close Date and Time - 4:00 P.M. Pacific Standard Time
January 24, 2013	Written Proposal Evaluation Begins
February 21, 2013	Invitation to Finalists’ Oral Presentation
March 1, 2013	Finalists’ Solution Demonstrations (Proof-of-Concept)
May 14, 2013	Recommendation of Award presented to Board of Supervisors for approval

Note: The County reserves the right to modify these dates if necessary.

C. Instruction to Offeror and Procedures for Submittal

- Clearly identified Proposals are due by 4:00 p.m. PST on January 22, 2013, and are to be delivered in a sealed package to:

Re: **RFP: 017-725001-RR for Risk and Claims Management Information System (RCMIS) Software**

Attn: Robin Rios

County of Orange
 CEO/IT Division
 1501 E. St. Andrew Place, Suite 200
 Santa Ana, CA 92705

Facsimile and e-mail proposals will NOT be accepted.

CEO/IT Regular Business Hours:

Monday through Friday 8:00 A.M. to 5:00 P.M. PT

Closed for Holidays:

Christmas Tuesday, December 25, 2012

New Year's Day Tuesday, January 1, 2013

Martin Luther King, Jr. Day Monday, January 21, 2013

Lincoln's Birthday Tuesday, February 12, 2013

Proposals must be time-stamped on the outside of the sealed package by CEO/IT staff. The delivery location for the receipt of Proposals is the 2nd floor of the CEO/IT building. It is the responsibility of the Offeror to ensure that delivery is made to CEO/IT staff prior to the closing date and time. A courtesy phone is available in the lobby to contact CEO/IT staff. Delivery receipts are available upon request.

2. Clarifications: County has attempted to provide all information available. It is the responsibility of each Offeror to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. If any person contemplating submitting a Proposal in response to this RFP is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they may submit a request for clarification to Deputy Purchasing Agent ("DPA") Robin Rios via BidSync (RFP # 017-725001-RR). For BidSync assistance, please contact the BidSync Vendor Support Team at 800-990-9339 Option 1.

All questions or requests for interpretation must be received by 4:00 p.m. PT on January 2, 2013. The person submitting the request will be responsible for its prompt and timely submission.

If clarification or interpretation of this RFP is considered necessary by the County, an addendum shall be issued. Any interpretation of, or correction to this RFP, will be made only by an addendum issued by the DPA and uploaded to **BidSync**. It is the Offeror's responsibility to ensure that they have reviewed any and all addendums via BidSync to this RFP. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

3. There will be **No Proposal Conference** for this RFP.
4. Validity of Proposals: Proposals must be valid for a period of at least three hundred sixty five (365) calendar days from the closing date and time for receipt of Proposals. No Proposal may be withdrawn after the submission date.
5. Proposal Copies: Each Offeror must provide: **One (1) original signed copy; Five (5) copies and additionally one (1) "soft" copy in MS Word 2000 (Preferred) on a Compact Disc (CD)** of their Proposal.

The original signature copy is to be clearly marked as “ORIGINAL” on the outside cover and contain original ink signatures.

6. Submission Format: All Proposals shall be submitted on standard 8.5 x 11-inch paper. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II; Proposal Response Requirements. It is imperative that all Offerors responding to this RFP comply, exactly and completely, with the instructions set forth herein. All responses to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, and should fully address each requirement and question. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.

The electronic versions of the proposal shall be submitted on CD-ROM and the CD-ROM disk must include:

1. Part 2: Company Profile, Company Information, and Statement of Qualifications (Microsoft Word format)
2. Model Contract with any additions or deletions shown using “track changes” (Microsoft Word format)
3. Scope of Work and all Attachments with any additions or deletions shown using “track changes” (Microsoft Word format)

It is not necessary to include an electronic version of the Cover Page or other certifications included in Part 1 of Section II of this RFP. Those items should be submitted in hard copy, with original signatures on the copy designated as “original”. In addition, it is not necessary to submit audited financial reports, marketing brochures or similar additional information in the electronic versions of the Proposal.

7. Proposals are not to be marked as confidential or proprietary. The County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the requirements of the California Public Records Act, Government Code Section 6250 et seq. The County shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the Proposals submitted.
8. Qualifications: By submitting a Proposal, Offeror represents that it has thoroughly examined County’s requirements and are familiar with the services required under this RFP and that it is qualified and capable of providing the services to achieve County’s objectives.
9. Compliance: Each Offeror must submit its Proposal in strict accordance with all requirements of this RFP and compliance must be stated in the Proposal. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for County’s consideration as specified in Section II., Part 1, sub section. 8., Statement of Compliance.
10. Presentations/Demonstrations: After the closing date and time for receipt of Proposals, evaluation and if requested by County, oral presentations will commence. Offeror(s) that achieve the highest scores in the written evaluation processes may be invited to participate in a demonstration of the Offeror’s proposed software solution’s functionality and capabilities. These “proof-of-concept” demonstrations will be provided by the invited Offeror(s) to the County at no cost. The County will provide supplemental data to the invited Offeror(s) for its specific proposed software solution one week before the scheduled proof-of-concept demonstrations. See the Proposed Time Schedule in Section 1, Item B. Selected Offerors should be prepared to make their demonstration within seven (7) calendar days after notification and be prepared to discuss all aspects of their Proposal in detail. Offerors shall not be allowed to alter or amend their Proposal through the use of the presentation process.

11. County Rights: County reserves the right to negotiate modifications with any Offeror as necessary to serve the best interests of County. Any Proposal may be rejected if it is conditional, incomplete or deviates from specifications in this RFP. County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects or other improprieties which County deems reasonably correctable or otherwise not warranting rejection of the Proposal. Any waiver will not excuse a proponent from full compliance with all other sections of the RFP.
12. Expenses: Pre-contractual expenses are not to be included in the Compensation for Services (Attachment B). Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Offeror in; a) preparing its Proposal in response to this RFP; b) submitting that Proposal to County; c) negotiating with County any matter related to the Offeror's Proposal; and d) any other expenses incurred by the Offeror prior to the date of award and execution, if any, of the Contract.
13. Notice: County reserves the right to: a) negotiate the final Contract with any Offeror(s); b) withdraw this RFP in whole or in part at any time without prior notice and, furthermore, makes no representations that any Contract will be awarded to any Offeror responding to this RFP; or c) award its total requirements to one Offeror or to apportion those requirements among two or more Offerors; d) reject any Proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP.

In addition, negotiations may or may not be conducted with Offerors; therefore, the Proposal submitted should contain the Offeror's **most favorable terms and conditions**, since the selection and award may be made without discussion with any Offeror.

Furthermore, County makes no representation that any Contract will be awarded to any Offeror responding to this RFP.

14. Joint Venture: Where two or more Offerors desire to submit a single Proposal in response to this RFP, they must do so on a prime/subcontractor basis rather than as a joint venture. County intends to contract with a single firm or multiple firms but not with multiple firms doing business as a joint venture.
15. Lobbyist: County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

D. INSTRUCTIONS - PROTEST PROCEDURES:

Any actual or prospective Proposer or Contractor who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the appropriate agency/department Deputy Purchasing Agent. All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

Protest of Bid/Proposal Specifications:

All protests related to bid or proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a proposal prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the proposal.

Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the Deputy Purchasing Agent. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

Protest Process:

§ In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.

§ Upon receipt of a timely protest, the Deputy Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.

§ The County may, after providing written justification to be included in the procurement file, makes the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.

§ If the protester disagrees with the decision of the Deputy Purchasing Agent, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

Appeal Process:

§ If the protester wishes to appeal the decision of the Deputy Purchasing Agent, the protester must submit, within three (3) business days from receipt of the Deputy Purchasing Agent's decision, a written appeal to the Office of the County Purchasing Agent.

§ Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.

§ The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

E. Evaluation Process & Criteria

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Proposal, and the Proposals will be rank-ordered, based upon the Offeror(s) submitted written materials.

Following the initial evaluation process, the highest ranking Offeror(s) (if deemed necessary by the evaluation panel) may be required to complete an additional questionnaire regarding more specific processes and capabilities, as well as provide additional pricing information. In addition, Offeror's may be required to provide an on-site interview or clarification as it relates to the requested and/or proposed services.

The evaluation process will be conducted in two phases. Only the top ranked proposals from Phase I will be invited to participate in Phase II. Phase I will be an evaluation of the written proposal and Phase II will consist of an evaluation of an oral presentation and/or product demonstration based on a separate set of criteria.

Agenda for Phase II will be provided to successful candidates upon notification for the oral presentation.

Phase I

Written proposals will be evaluated solely on the quality of the responses to all questions and requirements of this RFP. The scores from the written Proposals, based on the criteria provided, will account for 60% of the total score.

Phase II

If selected as a finalist(s), Offerors must be prepared to make their oral presentation within seven business days after notification. Offerors must be prepared to discuss all aspects of their Proposal in detail, including technical questions. Offerors will not be allowed to alter or amend its Written Proposal through the presentation process. The value of Phase II will be 40% of the finalist(s) total score.

Proposals will be competitively evaluated on the basis of the following criteria listed in random sequence not in the order of importance:

Responsiveness of Proposal

- § Responsiveness of Proposal

Quality of Proposal

- § Demonstrates Understanding of County's Risk and Claims Management Requirements
- § Detail, Clarity, Presentation and Overall Contents of Proposal

Quality of Proposed Solution

- § Overall Solution Offering
- § Available Features
- § Ability to Fulfill County RCMIS Requirements
- § Resources Available to Deliver the Required Products/Services

Company Qualifications

- § Company Expertise
- § Length of Time in Business
- § Company Staff Experience
- § References of Similar Design and Scope
- § Organization and Financial Structure

Pricing/Cost

- § Best Value/Price for the Overall Solution
- § Performance and Service Level Guarantees

Compliance with County Terms & Conditions

- § Degree of Compliance to the County Model Contract Terms, Services Agreement, Conditions, Attachments and Appendices.

County Hands-On Product Demo

Upon completion of the Interview and/or Product Demonstration; the County may request one or more of the top ranked Offeror's from Phase II to provide the County with a 20-day "County Hands-On Product Demo" of Bidder's products.

F. Selection/Award Procedures

Upon completion of the evaluation process, the Evaluation Panel will make a recommendation for award to the DPA. The recommendation for award may be presented to the County's Board of Supervisors for either approval to negotiate with the top ranked Offeror **or** approval of the Contract, for the services requested in this solicitation.

The Model Contract contained in Section III of this RFP is the Contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this RFP, including special conditions and requirements and those added by addendum, necessary attachments, and to reflect the Offeror's Proposal and qualifications. The County reserves the right to add or delete provisions, terms or conditions to support the final proposed solution.

Negotiations may or may not be conducted with the finalist(s); therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without further discussion or need for clarification. Any exceptions to the terms and conditions of the proposed Contract or the statements regarding Offeror's inability to comply with any of the provisions thereof are to be declared in the Offeror's proposal: Section II entitled Proposal Response Requirements. Any additional exceptions to the terms and conditions made by any Offeror after submission of its proposal may result in elimination from further consideration.

If a satisfactory Contract cannot be negotiated in a timely manner, the County, in its sole discretion, may terminate negotiations with the selected Contractor and begin Contract negotiations with the next finalist.

G. County of Orange County Child Support and EDD Requirement

1. Orange County Child Support

In order to comply with the child support enforcement requirements of the County, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the agency/department deputy purchasing agent:

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

(Upon County request, Contractor shall utilize the forms provided in Exhibit I of the Model Contract for this RFP to satisfy this requirement)

2. **EDD Independent Contractor Reporting Requirements**

Effective January 1, 2001, the County is required to file federal Form 1099-Misc for services received from a “Service provider” to whom the County pays \$600 or more or with whom the County enters into a Contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “Service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the Service recipient for California purposes and who received compensation or executes a Contract for services performed for that Service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as “an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a Contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at:http://www.edd.ca.gov/Payroll_Taxes/FAQ_-_California_Independent_Contractor_Reporting.htm.

(Upon County request, Contractor shall utilize the form provided in Exhibit II of the Model Contract for this RFP to satisfy this requirement.)

SECTION II

**PROPOSAL RESPONSE REQUIREMENTS/
MINIMUM QUALIFICATIONS**

SECTION II: PROPOSAL RESPONSE REQUIREMENTS

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Proposals must include four tabbed sections, Part 1, Part 2, Part 3, and Part 4 and must be indexed in the order outlined below. List questions and your responses and/or attachments as numbered and listed within each section in a Microsoft Word document.

A. **Minimum Qualifications**

The following are the minimum qualifications for an Offeror to be considered as an eligible candidate to submit a proposal for the requested services described in this RFP.

1. Offeror must have a minimum of three (3) years' experience in the production and maintenance of the proposed software solution of the size and nature requested by the County.
2. Offeror must have both management and technical staffing sufficient to meet the needs of the County in providing implementation services and on-going annual maintenance and support.
3. Offeror must have a minimum of five (5) installations of recommended software solution. Please identify recent installations and provide reference contact information.
4. Offeror must be the licensed publisher/manufacturer or a licensed distributor of the proposed software solution.
5. Offeror must have at least 3-5 years' experience servicing the Risk Management and Claims Management information systems needs of private or public business accounts.
6. Offeror must have at least 3-5 years' experience servicing self-insured entities.

Part 1:

(Complete this section and submit as Part 1 in first tabbed section of Proposal)

1. Signed RFP Cover Page/Addenda of RFP

All Proposals shall include in this first tabbed section, the RFP Cover Page (page 3 of RFP) and any subsequent Addenda issued to this RFP with appropriate signatures* as required.

An unsigned or improperly signed Proposal submission may be grounds for rejection of the Proposal and disqualification from further participation in this RFP process.

**The RFP Cover Page must be signed by person(s) with authority to bind the Offeror. If the Offeror is a corporation, then the signature of two corporate specific officers as follows is required; the first signature must be one of the following: a) the chairman of the Board; or b) the president; or c) any vice president. The second signature must be one of the following: a) secretary; or b) the chief financial officer; or c) any assistant secretary; or d) any assistant treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.*

2. Validity of Proposal

The County requires that all Proposals be valid for at least three hundred and sixty five (365) days from this RFP’s closing date. Proposals which are not valid for at least three hundred and sixty five (365) days will be considered non-responsive and subject to rejection. Please state below how long this Proposal will be valid for.

Offeror hereby certifies that Offeror’s Proposal is valid for three hundred and sixty five days from the RFP closing date.

(Signature required)

3. Certification of Understanding

The County assumes no responsibility for any understanding of the Offeror or representation made by any of it’s the County’s officers, employees or agents during or prior to the execution of any Contract resulting from this RFP unless:

- A. Such understanding or representations are expressly stated in the Contract; and
- B. The Contract expressly provides that the County assumes the responsibility

By signing below, Offeror certifies that such understanding has been considered in this Proposal.

(Signature required)

4. Minimum Qualifications Statement

Offeror hereby certifies that it meets all minimum qualifications and requirements as set forth in this RFP, Section II.

(Signature required)

5. Certificate of Insurance

Offeror hereby certifies Offeror's willingness and ability to provide the required insurance coverage and certificates as set forth in Section III, Model Contract, Paragraph P, Insurance.

(Signature required)

If Offeror is unwilling or unable to provide the required insurance coverage, such exception to the Model Contract must be specifically stated and Offeror must provide a complete statement regarding the insurance coverage as required by this RFP.

6. Financial Information

Selected Offeror may be requested to submit a complete financial statement for the two most recent years, prepared in accordance with generally accepted accounting principles. The financial statement must include a balance sheet and income statement. Offeror must be prepared to substantiate all information shown. Offeror must indicate here Offeror's willingness to provide this information by signing below.

(Signature required)

7. Bankruptcy Information/Pending Litigation

If Offeror's company has had a controlling interest in a company in bankruptcy or that has ever been declared bankrupt, Offeror must attach a statement indicating the bankruptcy date, court jurisdiction, trustee's name and telephone number, amount of liabilities, amount of assets and current status of bankruptcy.

Attach detailed information regarding any pending litigation, liens, or claims involving the Offeror.

_____ No action pending

_____ Information attached

(Signature required)

8. Child Support Enforcement and EDD Independent Contractor Requirements

Offeror hereby certifies Offeror's willingness and ability to provide the required Orange County Child Support Enforcement and EDD Independent Contractor Reporting Requirements as indicated in RFP Section I and Section III Exhibits 1 and 2.

(Signature required)

9. Conflict of Interest

Offeror hereby certifies that: (I) Offeror has provided the County with the disclosures required in (A) and (B) below as part of its Proposal, or (II) that no relationships as outlined in (A) and (B) exist.

- A. Disclose any financial, business or other relationship with the County, any other entity that the County Board of Supervisors governs, or any County Board member, officer or employee, which may have an impact, effect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you proposed to provide.

- B. Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work.

(Signature required)

10. Statement of Compliance

Offeror hereby certifies (Offeror must certify either A ***or*** B by signing below):

- A. This Offeror is in strict compliance with this RFP including, but not limited to, the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits and no exceptions are proposed.

(Signature)

OR

- B. This Offeror is in strict compliance with this RFP, including the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits, except for those exceptions expressly listed as required by this RFP and attached hereto.

(Signature)

Attachments for each proposed exception to this RFP, including, but not limited to Section III – Model Contract, must include:

1. The suggested rewording by way of track changes;
2. Reasons for submitting the proposed exception; and
3. Any impact the proposed exception may have on the services to be provided

Part 2:

Company Profile

(Complete this form and submit as Part 2 in second tabbed section of response)

Company Legal Name: _____

Company Legal Status (corporation, partnership, sole proprietor, etc.): _____

Business Address: _____

Website Address: _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Is your firm a sole proprietorship doing business under a different name: ___Yes _____No
If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated: ___Yes _____No If yes, State of Incorporation: _____

Federal Taxpayer ID Number _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this solicitation: _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____

Contact person for accounts payable: _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____

Name of service manager: _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____

In the event of an emergency or declared disaster, the following information is required;

Name of contact during non-business hours: _____

Telephone Number: () _____ Facsimile Number: () _____

Email Address: _____ Cell or Pager Number: _____

Part 3:
Offeror's Proposal

1. **Scope of Work**

Offerors shall complete and submit each appropriate appendix for the proposed Risk and Claims Management Information System (RCMIS) Software solution. Offerors are required to submit proposals for all high, medium and low priority software features/requirements identified in the different appendices regardless of whether the Offeror's software solution has the desired capabilities or not.

Offerors must detail the proposed software solution in each Appendix by:

- a. Completing each requirement chart based on the Response Key; and
- b. Responding to the narrative questions. Questions and Answers must be in Word format, with the answers in a complete and concise manner, in the same order and numbered as asked.

2. **Company Qualifications**

For each proposed software solution:

- a. Offeror shall describe any similar-sized software installations sold by Offeror within the last two (2) years including key customer contact information.
- b. Offeror shall describe the general nature and type of services Offeror currently provides its customers.
- c. Offeror shall provide detailed documentation outlining security policies/procedure, best practices, and technologies that are implemented in the proposed service offering to increase security and mitigate risk.
- d. Offeror shall describe how it meets the Minimum Qualifications set forth in Section II.A. of this RFP and submitted in Part 3 of your proposal tabbed Minimum Qualifications.

3. **Staffing Plan**

For each proposed software solution, in this section, Offeror shall:

- a. Provide names and qualifications of primary staff, which shall include project manager and key personnel who will be assigned to this project. **(Offeror must complete as Part 3, Attachment C, and submit herein)**
- b. Provide an organization chart that reflects the name, classification/title of all key staff members and management contacts assigned to provide the services detailed in Offeror's proposal. This organization chart should include technical support personnel who will provide services to the County.

4. **Proposal Cost/Compensation** (Offeror must complete as Part 3, Attachment B and submit herein)

Offeror may submit the proposed costs for the software solution which includes all one-time costs such as licenses, implementation, training, documentation as well as on-going annual costs for infrastructure and software support services and maintenance fees. Offeror must complete Attachment B of the Model Contract to include a cost summary for the proposed software solution(s) as detailed in Attachment A, "Scope of Work" as follows:

- a. software license cost – identify type of license (perpetual or annual) and basis of cost (enterprise-wide, per user, etc.)
- b. annual software maintenance and support costs
- c. one-time implementation/integration Costs (if any)
- d. training Costs
- e. application and infrastructure hosting costs
- f. application development and maintenance support services costs, including

OFFERORS MUST PROVIDE THEIR RESPONSE TO THIS SECTION BY USING THE FORMAT PROVIDED IN ATTACHMENT B. PRICING OFFERED IN ANY OTHER FORMAT MAY BE GROUNDS FOR ELIMINATION FROM FURTHER CONSIDERATION.

5. Implementation Plan, Testing and Acceptance (Offeror must complete as Section III, Attachment D and submit herein)

- a. In this section, Offeror will provide an Implementation Plan and Acceptance and Testing Procedures to be utilized to ensure that services are provided in compliance with County specifications and requirements which include, but may not be limited to the following:
 - 1) Contractor shall deliver software to the County of Orange, Office of the Risk Manager, on the date specified and agreed to by both parties in the Implementation Plan.
 - 2) Contractor shall provide professional services to implement and integrate the software solution with the other county software systems based on mutually agreed use-case(s) and/or business processes as specified by the County within 90 days or sooner from receipt of the software solution. (Use cases shall be provided to the short listed vendors)
 - 3) Software testing and acceptance is part of the Contractor's implementation plan.
- b. For the proposed software solution, Offeror shall respond to the following questions:
 - 1) Describe your implementation plan for the software solution. Include a detailed deployment schedule and resource plan that includes County and Contractor resources required for implementation.
 - 2) List your installation team and the experience and qualifications of each person.
 - 3) Describe your testing and acceptance methodology.

6. Software Annual Maintenance and Support (Offeror must complete as Part 3, Attachment E and submit herein)

Offeror shall complete the chart listing the proposed software solution, the type of license available and the level of annual maintenance and support.

- a. Annual Maintenance and Support must, at a minimum, meet the following requirements:
 - 1) Contractor shall have the capability to provide 24-hour turnaround on system fixed and 48-hour turnaround on minor changes.

- 2) Contractor must offer updates, patches, fixes, etc. to Software at no additional cost. See definitions of Updates and Upgrades under Definitions.
 - 3) Contractor shall use commercially reasonable efforts to provide modifications or upgrades to the Software to retain compatibility with future Microsoft Office products.
 - 4) Contractor's Software bug-fixes shall be available from an online source.
- b. For the proposed software solution, Offeror shall describe the following:
- 1) Describe the level of maintenance and support that will be available after implementation.
 - 2) What are the methods for contacting your technical support? Hours of operation?
 - 3) How are County requests for enhancements and customization handled?
 - 4) Do you measure your average and maximum response time for inquiries? Please explain and provide these times.
 - 5) Describe what software support you are proposing for the County?
 - 6) Indicate if your company has a formal users' group. If so, is there one in Orange County?
 - 7) What is your release strategy and how does it relate to customer customizations?
 - 8) Please describe your development model and how you address migration control/new releases.
 - 9) How are version Updates to the Software done (See definition of Updates in Model Contract)?
 - 10) How are patches/maintenance releases applied?
 - 11) What is the scheduled release cycle?
 - 12) How are updates and fixes distributed (See definition of Updates in Model Contract)?
 - 13) What is your policy regarding the source code?
 - 14) Provide a recent history of system enhancements.

(Offeror must complete as Part 3, Attachment F and submit herein)

7. Training (Offeror must complete as Part 3, Attachment F and submit herein)

Offeror shall meet the training requirements set forth in Attachment A, Scope of Work, Section C.6. "Contractor Responsibilities; Training." Offeror shall provide responses to following questions.

- a. Describe your process for software knowledge transfer and training.
- b. What types of training will your company provide (on-site, web-based, etc.)?
- c. If offered, describe your various training options for staff in technical and specialist areas such as site management, creating templates and workflows.

- d. Detail your proposed training plan including type of County staff (e.g., IT staff vs. end users) number trained, method of training, and length of training (number of hours).
- 8. **Contract Completion:** State any failures or refusals to complete any contracts and a complete explanation.
- 9. **Financial Information**
 - a. **Financial Statements:** Offeror shall submit a complete financial statement for the three most recent fiscal years or other suitable proof of Offeror’s financial status and stability. Financial statements shall be prepared in conformity with generally accepted accounting principles.
 - b. **Bankruptcy Information:** If Offeror’s company has had a controlling interest in a company in bankruptcy or that has ever been declared bankrupt, Offeror must attach a statement indicating the bankruptcy date, court jurisdiction, trustee’s name and telephone number, amount of liabilities, amount of assets and current status of bankruptcy.

Attach detailed information regarding any prior and pending litigation, liens, or claims involving the Offeror.

_____No action pending _____No prior action _____Information attached

Part 4:

REFERENCES

SUBMIT TABBED AS REFERENCES

- § Offeror must provide five (5) reference organizations for which Offeror has provided solutions of similar scope and nature.
- § References shall include contact name, title, telephone number, email address, website URL, description of project, and Offerors project role and deliverables.
- § It is the Offeror's sole responsibility to ensure that the reference organization's name, location/address, point of contact's name, title, phone number, and email address, for each identified reference organization is current, complete, and accurate.

County may disqualify an Offeror if:

- A. References fail to substantiate Offeror's description of support services provided; or
- B. References fail to support that Offeror has a continuing pattern of providing capable, productive, and skilled personnel, or
- C. County is unable to reach the point of contact with reasonable effort. It is the Offeror's responsibility to inform the point of contact of normal County working hours.

Example:

For Organizations (non-government)

- Company Name
- Company Address
- Contact Name, Title
- Phone Number, Alternate Number
- Contact Email Address
- Web Site Address (if available)
- Project Description

For Government entities

- Government Agency
- City, State
- Contact Name, Title
- Phone number, Alternate Number
- Contact Email Address
- Project Description

SECTION III

MODEL CONTRACT

FOR

**(RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEMS)
SOFTWARE**

SECTION III: CONTRACT

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MODEL CONTRACT

This Agreement, (hereinafter referred to as “Contract”), to provide _____ Software and Services, made and entered into as of the date fully executed by and between _____, with a place of business at _____, (hereinafter referred to as “Contractor”), and the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) which may be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) to provide _____ Software and Services, as further set forth herein; and

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

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract to obtain _____ Software and Services;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

Definitions:

1. *Software.* The term “Software” shall mean the each of the Software set forth in Attachment E in computer program in object code only including any corrections, bug fixes, enhancements, updates, upgrades purchased, new releases or other modifications, including custom modifications to such Software computer programs.
2. *Update.* The term “Update” shall mean any bugs, patches, fixes, enhancements, improvements to the Software and any addition of new features pertaining only to the County’s existing modules.
3. *Upgrade.* The term “Upgrade” shall mean platform changes, addition of new modules or new integration points or the creation of new versions.
4. *Documentation.* The term “Documentation” shall mean all written and electronic manuals, training material, or other associated printed materials and updated versions, which may be necessary or useful to the County in its use of the Software provided hereunder including all requirements set forth in Additional Terms and Conditions, Article 22 of this Contract.
5. *Annual Maintenance and Support or Software Annual Maintenance and Support.* The terms “Annual Maintenance and Support” or “Software Annual Maintenance and Support” shall mean the services set forth in Attachment E of the Contract
6. *Annual Maintenance and Support Period.* The term “Annual Maintenance and Support Period” shall mean the twelve (12) month consecutive period commencing on the day of acceptance of the Software. Each successive Annual Maintenance and Support Period shall commence at 12:00 midnight of the day of the expiration of the prior period.
7. *Acceptance Testing.* The term “Acceptance Testing” shall have the meaning set forth in Section 3.1 of the Services Agreement.
8. *API.* The term “API” means application programming interface.

9. *Availability*. The term “Availability” means the percentage of time that a given Service or System is fully operational and available when its resources are called upon at a random point in time. Availability represents a measure of the fraction of time (expressed as a percentage) during a defined period when the Service or system is deemed to be equal to or better than a Designated Service Level.

$$\text{Availability (\%)} = 100\% - \text{Unavailability (\%)}$$

Where Unavailability is defined as:

$$\frac{\text{Unplanned Outage Duration} \times 100\%}{\text{Schedule Time} - \text{Planned Outages}}$$

Availability measurement calculations shall be limited to those Service and System components that are directly under the control of Vendor, as well as Service and system components for which Vendor is responsible for subcontracting to third parties.

10. “**Business Day**” means any day on which the County of Orange is open for business.
11. “Change(s)” means any change, modification, action or decision with respect to the Services or the Systems.
12. “Contractor Relationship Manager” shall have the meaning set forth in Section 4.1.1 of the Master Services Agreement.
13. “County Relationship Manager” shall have the meaning set forth in Section 4.2 of the Master Services Agreement.
14. “CRM” refers to Constituent Relationship Management.
15. “RCMIS” refers to a government’s use of online technologies to provide risk and claims management information system and services to transact business with constituents.
16. “RCMIS Systems” shall have the meaning set forth in Section 23.31 of the Master Services Agreement.
17. “Fee Reductions” shall have the meaning set forth in Section 6.8.
18. “Gov 2.0” refers to the integration of technology, social interaction, and content creation.
19. “Incident” means any event which is not part of the standard operation of a Service and which causes, or may cause, an interruption to, or a reduction in, the quality of that Service.
20. “Incident Resolution” means the point at which Contractor has responded to an Incident and/or Problem and Contractor has either: (a) successfully diagnosed and taken appropriate corrective actions to return the systems(s) or service(s) to an acceptable level of operability and performance to the County to conduct business (including conducting and concluding a Root Cause Analysis as required); or (b) has provided an appropriate answer to an inquiry or an informational question that is understood by and acceptable to the County. In both cases, the Incident is not resolved until the County is convinced and satisfied that it has been resolved.
21. “LDAP” means Lightweight Directory Access Protocol.
22. “Maintenance Window” is a County-approved period of time during which preventive maintenance that could cause disruption of service may be performed. SLR calculations exclude Maintenance Windows.

23. “Malware” means software designed to infiltrate or damage a computer system without the owner's informed consent. Software is considered Malware based on the perceived intent of the creator rather than any particular features. Malware includes computer viruses, worms, trojan horses, most rootkits, spyware, dishonest adware, crimeware and other malicious and unwanted software.
24. “Outage” means a specialized case of an End User Break/Fix call affecting a substantial group of End Users (“flood calls”); calls are placed to the Service Desk to inform, inquire or complain about accomplishing tasks with, accessing or operating IT resources.
25. “PCI” refers to the Payment Card Industry.
26. “Problem” means a condition often identified as a result of multiple Incidents that exhibit common symptoms. Problems can also be identified from a single significant Incident, indicative of a single error, for which the cause is unknown, but for which the impact is significant.
27. “Reporting Period” means all reports are provided on a monthly basis, within three (3) Business Days of the close of the calendar month, unless stated otherwise.
28. “Resolve” or “Resolution” means to repair, replace, reconfigure, reinstall, re-route, or otherwise provide a complete solution to an Incident that returns the System and/or End User(s) to non-degraded full functionality. Implementing a Workaround is a partial or temporary resolution.
29. “Root Cause Analysis” is a Problem Management analysis process used in determining and documenting the unknown underlying cause(s) (e.g., root causes) of one or more Incidents and ensuring that appropriate actions are taken to correct the situation to minimize the possibility of recurrence of the Incident(s) or events. It is also used as a predictive process in identifying and analyzing trends that could result in the future occurrence of one of more Incidents.
30. “SaaS” means Software as a Service
- “Service Request” means a request made via Call, e-mail, web chat, or other means regarding a range of in scope service offerings.
31. “Service Level” means, generally, a minimum acceptable level of service or performance for a particular task, activity, or Service performed by Contractor.
32. “SLR” means Service Level requirement and is a standard for performance of the Services.
33. “SOP” means standard operating procedures.
34. “Workaround” means a temporary solution that Contractor or the County can implement in the event of an Incident as an alternate method of providing full Service or process functionality that allows the affected System(s) and/or process(s) to deliver to the County an acceptable level of business operations functionality until a permanent Incident Resolution can be implemented. Any such Workaround must be acceptable to and approved by the County.

Contract Terms

1. **Term of Contract:** The Term of the Contract shall be for Three (3) Years, effective upon signatures of both Parties and approval by the County of Orange Board of Supervisors.

The Term of this Contract shall be effective _____ through _____.

2. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional consecutive one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
3. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in Attachment B, Cost/Compensation, as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.
4. **Taxes:** This Contract shall include any and all applicable taxes. Contractor certifies all taxes in association to the services and/or products applicable to this Contract are hereby outlined in Attachment B, Cost/Compensation. County shall not be charged or liable for any taxes not indicated as specified. Contractor shall bear the responsibility, and shall be liable for payment (or reimbursement to the County) of any Local, State, and/or Federal taxes not outlined in Attachment B, Cost/Compensation.
5. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not forthcoming, the Contract shall be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funding by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
6. **Entire Contract:** This Contract, its Attachments, and Exhibits which have been incorporated, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of equipment, shall not be valid or binding on County unless accepted in writing by the County's Deputy Purchasing Agent or his designee, hereinafter "Purchasing Agent".
7. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
8. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
9. **Delivery:** Time of delivery of goods or Services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of

the right to return goods already accepted, at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.

10. **Acceptance of Service/Product:** Unless otherwise agreed to in writing by County, acceptance of the Virtual Server Environment Refresh shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, including but not limited to the testing set forth in accordance with Attachment D, Acceptance and Testing Procedures.
11. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph 36 below, and as more fully described in paragraph 36, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
12. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through Services provided hereunder shall not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph 36 below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
13. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
14. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it shall comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation including but not limited to Section 1720 et seq. of the California Labor Code.
15. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in the Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.

16. **Consent to Breach Not Waiver:** No term or provision of this Contractor shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
17. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
18. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
19. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
20. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier is not a non-admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the County CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Software Engineers Errors and Omissions Insurance	\$1,000,000 per claim/ in the aggregate

Required Coverage Forms

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

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

Required Endorsements

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

- a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- b. A primary non-contributing endorsement evidencing that the Contractor’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall give the County 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

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

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

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

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

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

21. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph “HH” below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
22. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.
23. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of County.
24. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 (thirty-six) hours of the start of the delay and Contractor avails himself of any available remedies.
25. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.
26. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and

accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “HH” below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

27. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
28. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
29. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
30. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
31. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
32. **Attorney’s Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney’s fees, costs and expenses.
33. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
34. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
35. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered

employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

36. **Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability shall be apportioned as determined by the court. Neither Party shall request a jury apportionment.

37. **Breach:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach; and
- b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
- c. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above; and
- d. County may terminate the Contract immediately without penalty.

38. **Disputes:**

- a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 1. The Contractor shall submit to the County Agency/Department Project Manager assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or

provision of Services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions.

39. **Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 working days after the stop work order is delivered to the Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed, the County shall either
- a. Cancel the stop work order; or
 - b. Terminate the Contract in whole or in part in writing as soon as feasible. County is not required to provide thirty (30) days' notice of the termination of the Contract to Contractor if a stop work has been issued by County.
40. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party shall assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
41. **County and Contractor Project Manager:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) calendar days after written notice by the County's Project Manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's Project Manager from providing services to the County under this Contract.
42. **Contractor Staff:** In addition to the rights set forth in Paragraph 41, County and Contractor Project Manager, above; the County's Project Manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor's Project Manager in writing of such action. The Contractor shall accomplish the removal of the specified personnel within one (1) calendar day after written notice by the County's Project Manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing services to the County under this Contract.
43. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager shall meet on reasonable notice to discuss the Contractor's performance and

progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

44. **Conflict of Interest – (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, relatives, sub-tier Contractors and third parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the County.
45. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
46. **Data – Title to:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract shall at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
47. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the County's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit shall be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County shall provide reasonable notice of such an audit or inspection. Failure to allow the County prompt and full access as stated above may result in a material breach of this Contract. The County reserves the right to audit and verify the Contractor's records before payment is made.
- Contractor agrees to maintain such records for possible audit for a minimum of four years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.
48. **Legal Entity:** Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.
49. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so shall not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or

general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

50. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
51. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
52. **News/Information Release:** The Contractor agrees that it shall not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
53. **County of Orange Child Support Enforcement Requirements (Exhibit I – Blank County of Orange Child Support Enforcement Certification Requirements Form):** In order to comply with the child support enforcement requirements of the County of Orange, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Deputy Purchasing Agent:
- a. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
 - b. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
 - c. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - d. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and shall continue to so comply. The required certification is listed in Exhibit I. A blank Exhibit I is attached hereto.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

54. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are

to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

55. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County shall discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents shall be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents shall be returned to Contractor for correction.
56. **OEM Equipment Maintenance Standard:** The Contractor agrees to maintain all equipment according to the original equipment manufacturer (OEM) specifications. The Contractor further agrees that all components shall be OEM components. At the termination of the Contract the Contractor guarantees that equipment shall meet OEM equipment certification standards.

57. **Security:**

Security of County Data

Contractor ensures that its personnel who have access with the County data meet the necessary background checks, as conveyed to Contractor, and adhere to the County's security requirements defined below. The Contractor's personnel shall not view any human readable data unless authorized in writing by the County.

1. Deliverables and Documents

As this Contract may involve the Contractor having direct access to County proprietary information, IT staff, and systems; the County has outlined various deliverables and documents in relation to County Data Security that shall be provided by the Contractor to the County within thirty (30) days of Contract Start Date. The County shall review these deliverables and documents prior to final approval and actual access to the resources or transfer of any information related to this Contract.

Deliverables and Documents to be provided by Contractor as follows:

- a. **Staff Related Items**
- Pre-Employment Screening Policy/Procedure
 - Background Checking Procedure
 - Staff Roster and Duties
 - Non-US Staffing Duties
- b. **Security Related Items**
- I.T. Security Staff Usage Policy
 - I.T. Security Policies and Procedures
 - I.T. Operations Security Policy
 - Document & Intellectual Property Management Polices

c. IT Systems Related Items

- Policies Related to Data, Tapes, and Resources that will be removed from County Facility
- Policies Related to Access to County Data Internally or Via Remote Access

2. **Contractor Staff Related Requirements**

a. Pre-Employment Application

For any employee that the Contractor contemplates using to provide Services for County, Contractor shall use its standard employment criteria used for similar services or contracts. At a minimum, subject to the requirements of applicable law, such criteria shall include the Service Employee's:

- **Relevant Skills, Licenses, Certificates, Registrations.** Each employee must possess the educational background, work experience, skills, applicable professional licenses, and related professional certificates commensurate with their position. County may, at any time at its sole discretion, request Contractor to demonstrate compliance with this requirement as applicable to the nature of the services to be offered by the Contractor's employee. County may, at its sole discretion, also request Contractor's certification that its employee has undergone a chemical/drug screening, with negative results, prior to granting unescorted access authorization at County's facilities.

b. Background Checks Requirements

In accordance with applicable law, Contractor shall obtain a background investigation on any employee selected to work for County as a condition of employment, if so requested by County. The security and background investigation shall include criminal record checks, consisting of any criminal records of any conviction in the U.S. or such other relevant jurisdiction where the employee resides. Costs for background investigations shall be borne by the Contractor. At a minimum, subject to the requirements of applicable law, Contractor shall ensure that:

- All Contractor's employees performing the applicable Services or supporting Contractor's duties and obligations under this Agreement, regardless of employee's location, they have not been convicted of any crime involving violence, fraud, theft, dishonesty or breach of trust under any laws to the extent permitted by law.
- In addition to its own efforts, Contractor shall follow such verification procedures as may be reasonably specified by County from time to time. If either Party becomes aware that any such Contractor's employee has been convicted of a crime involving violence, fraud, theft, dishonesty or breach of trust, is included on any such list, then Contractor shall promptly remove such employee from providing such services to County and prohibit such employee from entering any facilities at which the Services are provided.

c. Employee Reviews

Staff Roster: The Contractor shall provide an updated monthly list showing all named individuals, their location, and Contract duties to County, and no other individuals shall have access to County intellectual properties, activities or systems. This list shall not supersede any

other time and attendance requirements. Changes to the list shall be reviewed in advance as much as possible to reduce risk.

Non-US Citizens: Contractor shall obtain and maintain all visas, passports, permits and other documentation necessary for Contractor's employees who are not United States citizens and are working in the US and who may be required to perform Services.

d. Security Related Requirements

Information Security Practices to be undertaken by Contractor in the provision of services to County. These practices are consistent with County's staff/data and IT Security Policies and Procedures as communicated to Contractor. Unless otherwise stated expressly herein, all requirements for compliance to County's data and IT Security Policies and Procedures apply to all Contractor's Service Employees, including approved subcontractors.

County shall document Security Policies and Procedures and shall communicate such updates to the Security Policies and Procedures from time to time during the term of this Contract.

e. Contractor Security Policies and Procedures

Contractor shall provide disclosure of and maintain enforcement of their company Security policies. These policies shall include but not be limited to the following:

IT Security staff usage Policy: All staff related to this County Contract shall sign and agree to an IT usage policy as part of a security training and awareness program. Contractor staff shall sign a statement agreement to comply with; understanding of IT internet dangers and security threats, IT ethics and best practices,

IT Security Policies and Procedures: Contractor shall provide their company standard for IT Security Policies and Procedures for review by County.

IT Operations Security Policy: The Contractor shall provide for review by County their standard for operational security for any facilities where County data, staff or systems shall exist. These documents shall include but not be limited to, physical security, network security, logical security, Systems/platform security, wireless access, remote access, and data protections.

Data Management Security Policy: Contractor shall provide their policy for the safeguard and management of all data provided by County or accessed as part of system integration test. These policies shall cover check-in, check-out, copy control, audit logs and separation of duties.

Document & Intellectual Property (IP) Management Polices – Contractor shall provide their policies for the proper control and management of County IP through the term of this Contract.

Security Incident notification and management Process: The Contractor shall provide a detailed document which outlines the names, order and escalation events which shall occur in the case of a security breach concerning County staff, data, or systems. Contractor shall update this document immediately upon any change, and Contractor shall be held liable to the time-tables and protections outlined.

f. IT System Related Requirement

Contractor shall comply with the County and Contractor Security Policies and Procedures, and develop and execute security practices consistent with the Security Policies and Procedures provided by County. Without limitation to the foregoing, Contractor shall:

- Develop and maintain, as applicable to County, documented IT security processes and procedures that are in compliance with those provided by County.
- Provide all security policies and procedures to County for review and approval upon County's request and, at a minimum provide said policies and procedures quarterly for County's review and approval. All documentation shall be provided in electronic format for County's review.
- Comply with regulatory requirements as they relate to County's systems and data, which, as of the effective date, include but are not limited to Health Insurance Portability and Accountability Act (HIPAA), SB1386 compliance, Payment Card Industry (PCI), and Sarbanes-Oxley (SOX).
- Comply with County data classification, including County "Proprietary", "Confidential" and "Sensitive".
- Bear the cost of compliance for changed Security Policies and Procedures.
- Comply with reasonable requests by County for audits of security measures, including those related to ID and password administration.
- Comply with reasonable requests by County for physical inspections on site where Contractor provides Services.
- Provide County with any annual audit summaries and certifications, including but not limited to ISO or SOX audits.
- Designated a single point of contact to facilitate all IT security activities related to the services of this Contract. Such contact shall be available on a 7/24/365 basis.

g. IT Security – Physical Security and Access Control

With respect to County's facilities, Contractor shall comply with County's security requirements and establish processes and procedures that are, at a minimum, consistent with best practices.

h. IT Security – Training and Compliance

Contractor shall ensure that all Service Employees are trained on security measures and practices, including, without limitation, County's Security Policies and Procedures, as may be updated by County from time to time. The cost of providing training shall be borne by the Contractor.

Contractor shall ensure that all Service Employees comply with the Security Policies and Procedures, and shall take all reasonable measures to reduce the opportunity for unauthorized access, transmission, modification or misuse of County's data by Service Employees. At a minimum, Contractor shall:

- Ensure that a formal disciplinary process is defined and followed for Service Employees violating the Security Policies and Procedures.
- Proactively manage and administer access rights to any equipment, software and systems used to provide services to County.

- Define, maintain and monitor access controls, ranging from physical access to logical security access, including a monthly review of Service Employees' access to facilities and systems used to provide services to County.

Contractor shall monitor facilities, systems and equipment to protect against unauthorized access as follows:

- Monitor access to systems, investigate apparent security violations and notify County of such, including routine reporting on hacking attempts, penetrations and responses.
- Maintain data access control and auditing software, and provide adequate logging, monitoring, and investigation of unusual or suspicious activity.
- Initiate immediate corrective actions to minimize and prevent the reoccurrence of attempted or actual security violations.
- Document details related to attempted or actual security violations and provide documentation to County.
- Provide necessary documentation and evidence to County in connection with any legal action or investigation.
- Contractor shall ensure that all equipment used to provide Services to County shall have anti-virus software with the latest patches installed.

58. Notices: Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

59. Services

59.1 Agreement to Perform Services

59.1.1 Definition of Services

As used herein, "Services" means all of the following:

- (a) Tasks, services, and functions described in this Section, Attachment A, Scope of Work, and elsewhere in this Agreement or in any of the other associated Attachments, Appendices and exhibits to this Agreement;
- (b) all tasks and services that are incidental, ancillary, customary, inherent or necessary, to and for the performance and receipt of any of the Services and the ongoing operation, integration, modification, configuration, support, and maintenance of the RCMIS Systems (or the use thereof), or any of the other services described in this Agreement and the associated Attachments or Appendices exclusive, however, of services or functions for which the County expressly retains responsibility hereunder.

All Services will be described and set forth in the Scope of Work, each of which shall be incorporated into this Agreement under Attachment A. The Scope of Work to this Agreement includes the following:

Although the Parties have used their best efforts to fully delineate the specific Services to be provided by Contractor in the Scope of Work, the Parties acknowledge that some items may not have been specifically

identified herein. The specific enumeration in any particular Section of this Agreement of certain of Contractor's duties or obligations is not an implied limitation on, or alteration of, other duties or obligations imposed on Contractor elsewhere in this Agreement. In the event of any dispute between the Parties as to whether a particular service or function falls within the scope of the services to be provided by the County itself, or within the scope of those to be provided by Contractor, such particular service or function shall be considered to be a part of the Services hereunder if, considering all of the provisions of this Agreement the service or function is consistent with the Scope of Work hereunder and is reasonably inferable to be within the scope of the Scope of Work hereunder.

59.1.2 Performance of Services

Contractor shall perform all of the Services, and provide the Deliverables, to and for the benefit of the County and End Users, in accordance with the terms of this Agreement, including the provisions of this Section, and all Attachments or Appendices hereto, and with all performance standards, Critical Milestones, timetables, and deadlines set forth therein. If not otherwise provided in this Agreement, with respect to any tasks, functions, and services that are within the scope of Services but with regard to which there is no set or fixed timetable or schedule for performance and which are therefore to be provided upon the County's Program Manager's request, Contractor shall promptly perform such Services, or provide the appropriate Deliverables, in accordance with an In-Scope Work Order from the County's Program Manager. Subject to any mutually agreed upon Service Level Requirements or express performance standards set forth herein, Contractor shall use industry best practices and methods to avoid, prevent, and mitigate any material adverse effect on the RCMIS Systems or the continuity and quality of the Services being provided to the County.

59.1.3 Progress Reports

Contractor shall provide to County a weekly written report as to the progress of completion of the activities contained in the Implementation Plan until each of Contractor's responsibilities thereunder have been completed. Such reports shall be in a format and include such detail as County may reasonably request.

59.1.4 Issue Management and Action Plan

Contractor shall be responsible for identifying, analyzing, managing and recording issues and risks throughout the Implementation period and will provide County with an action plan for resolution.

59.1.5 Financial Responsibility

Contractor shall assume financial responsibility for the provision of the Services as of the Effective date whether or not the Implementation of the Services has been completed as of such date. If Contractor is unable to provide the Services as of the Effective Date, "assume financial responsibility" means that:

- (a) Time is of the essence with respect to the performance of the Services, meeting all Milestones and deliverables. Notwithstanding any other remedy available to the County in this Agreement,

should the Contractor fail to meet any applicable Milestone or Deliverable, including any authorized extensions of time, it is mutually understood and agreed, by and between the County and the Contractor, that the use by the County and the public of the Services will be correspondingly delayed and that by reason thereof the County and the public will necessarily suffer great damages; that such damages from the nature of the Services, will be extremely difficult and impractical to fix; that the County and the Contractor fix the amount of said damages in advance; that the sum of Ten Thousand Dollars (\$10,000) a day, for each and every day's delay in the failure to meet any of the applicable Milestone or Deliverable date(s), including any authorized extensions of time, as liquidated damages, and not as a penalty or forfeiture for the breach of this Agreement. Contractor shall reimburse County (or at County's direction, the County Affiliate that incurred such damages) or, in County's sole discretion, County (or its Affiliate) may set off any such damages against the Fees, if any, due under the Agreement;

- (b) In addition to the damages provided forth in subsection (a) above, Contractor shall be liable to County for County's exercise of Step-In Rights under Section 11.2. For clarity, any failure to meet any of the applicable Milestone or Deliverable date(s) shall constitute a material breach, which shall entitle County to exercise the Step-In Rights under Section 11.2 herein.
- (c) The SLRs shall not apply until the Contractor begins providing the Services provided, however, that Critical Milestones applicable to Implementation tasks shall apply during the Implementation period; and
- (d) The Contractor shall not be required to assume financial responsibility as described in this Section to the extent Contractor's performance is excused by County.

59.2 Stop Order

In the event that the County's Program Manager determines, at any time during the Term of the Agreement that the quality or continuity of any portion of the Services have been materially and adversely affected in any way, or that any such material and adverse effect seems reasonably likely to occur, then upon notice the County's Program Manager may direct Contractor to stop and proceed no further until such time as Contractor shall have: (i) analyzed the cause of such condition; (ii) developed a reasonable plan for resuming such Services in such a manner as to eliminate or avoid such condition. Contractor shall not re-commence the performance of any Services until County's Program Manager has issued an approval in writing. The issuance of a stop order shall not constitute, nor shall be construed as, a breach of this Agreement by County.

59.3 Manuals

As further specified herein and in Schedule A, Contractor shall develop to the satisfaction of the County, certain manuals (including, without limitation the Style Guide, Instructional Videos and User Guide) applicable to the County's RCMIS environment that is applicable to the performance of the Services. Contractor shall revise the manuals as appropriate to reflect any changes to the County's RCMIS

environment, or related requirements, and submit such revised Manual to County for review, comment, and approval.

59.4 Disaster Recovery Plan

Contractor shall strictly adhere and conform to the Disaster Recovery Plan. No less than thirty (30) days prior to the County going live with Web sites on Contractor's systems, Contractor shall develop and successfully test, to the satisfaction County Program Manager, the initial version of the Disaster Recovery Plan. The Disaster Recovery Plan shall address and protect the County's RCMIS environment, meeting the minimum requirements specified in Schedule A Scope of Services. The County's Program Manager may (at any time and from time to time, during the Term) identify and notify Contractor in writing of other items that the County's Program Manager reasonably deems appropriate for inclusion in the Disaster Recovery Plan. Contractor shall promptly review and discuss with the County's Program Manager all such additional items and, unless the County's Program Manager agrees otherwise in writing, promptly revise the Disaster Recovery Plan to properly address such additional items. In addition, prior to each anniversary of the Effective Date, Contractor shall revise the Disaster Recovery Plan as appropriate to reflect any changes to the County's RCMIS environment, or related requirements, and submit such revised Disaster Recovery Plan to County's Program Manager for review, comment, and approval. Contractor shall also periodically (not less than once per Agreement Year) test the procedures set forth in the Disaster Recovery Plan to ensure that Contractor is capable of promptly and successfully executing them. Contractor shall promptly provide the County's Program Manager with a written report summarizing the results of each such test and promptly take appropriate action to cure all deficiencies, and resolve all problems, that are discovered as a result of each such test, performing re-testing as necessary to ensure that such cures and resolutions are effective. Any material breach or material violation by Contractor of its obligations regarding execution of the Disaster Recovery Plan during a disaster shall be deemed an incurable and material breach of this Agreement by Contractor.

59.5 Security Management Services

Contractor shall provide appropriate and comprehensive security Services, that meet the County's security requirements identified in Schedule A, using industry best practices and methods, and commercially available technology, to at all times ensure the security and integrity of the RCMIS Systems and County confidential Data, and to protect against unauthorized access to, use of, or intrusion into, the Systems and unauthorized disclosure of the County Data. Without limiting anything set forth in the Statements of Work, such Services shall include operating RCMIS Systems under a best practices-based security plan that conforms in all respects to the requirements of all applicable federal, state and local laws, regulations, and ordinances relating to security, privacy, or confidentiality, ensuring compliance with County and County security policies and procedures provided or made available to Contractor, performing all necessary and appropriate security-related audits and reports, and promptly providing County with a full and complete copy of each such report.

59.6 Service Levels

59.6.1 Service Level Commitment

Except as otherwise specified in this Agreement, from and after the respective dates set forth for the effectiveness of the Services set forth in Schedule A the Scope of Work, Contractor shall perform each of the Services at levels that are equal to or better than the highest or best of (a) the Service Levels applicable to such Services, (b) the accepted industry norms applicable to the performance of such Services by top-tier service providers, if such industry norms are documented and verifiable, or (c) the verifiable levels of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency received by the County in the twelve (12) months prior to the Effective Date; provided that to the extent the Parties have established a Service Level for a specific Service, the qualitative levels of effort described herein regarding Contractor's obligations in, such as those in subpart (b) and (c) above, shall not be construed so as to modify, expand or supersede the specific Service Level. Contractor shall be responsible for meeting or exceeding the applicable Service Levels even where doing so is dependent on the provision of Services by Subcontractors or other non-Contractor Personnel. The Service Level methodology applicable to the Service Levels is set forth in the Scope of Work. Any resources utilized by Contractor pursuant to the terms hereof shall incorporate methods permitting measurement of all performance-related Service Levels. Contractor shall measure and compare the actual or observed performance resulting from Contractor's performance of the Services with the Service Levels during each month. Contractor shall prepare and deliver or make available to the COUNTY'S PROGRAM MANAGER, by the tenth (10th) business day of the following month, a Service Level report in a format to be agreed to by the County's Program Manager and Contractor.

59.6.2 Monitoring and Measuring Tools and Processes

Contractor shall implement measurement and monitoring tools and produce the metrics and reports necessary to measure its performance against any of the Service Levels and shall deliver to County such reports in accordance with the frequency set forth in Schedule A. Upon request in connection with an audit, and at no additional charge to the County, Contractor shall provide the County or its designees with information and access to tools and procedures used to produce such metrics.

59.6.3 Changes to Service Levels

The Parties shall review and discuss possible adjustments to the Service Levels from time to time, but not less frequently than at the end of each Agreement Year. Within thirty (30) days after the end of each Agreement Year, the County may propose reasonable and appropriate adjustments or changes to the Service Levels to Contractor in writing, in accordance with the Scope of Work. Contractor shall review each such proposal, and notify County in writing of any reasonable objections within ten (10) days. The Parties shall then use all commercially reasonable efforts to negotiate in good faith to resolve any differences regarding such proposed changes and implement a version of such proposed changes that is acceptable to each Party. Changes in Service Levels may require the approval of the County's Board of Supervisors. Throughout the Term, Contractor shall also continuously evaluate Service Levels and Service Level performance, providing County with written suggestions for proposed changes at least once every six (6) months. Contractor shall also make any new and better ways to improve, or to measure and monitor, its performance that it discovers promptly available to the County.

59.6.4 Fee Reductions Fee Reductions

59.6.4.1 General

Schedule B specifies certain Fee Reductions that will be applicable with respect to Contractor's actual performance as measured against the Service Levels. The Parties agree that the Fee Reductions reflect the diminished value of the Services as a result of any Contractor failure to provide the Services in accordance with the SLRs, and accordingly do not constitute nor shall be construed or interpreted as penalties. Fee Reductions shall in no event be the sole and exclusive remedy of County with respect to any failure of Contractor as described in this Section.

59.6.4.2 Annual Review

During the annual Service Level review conducted by the Parties, the County's Program Manager shall have the right to: (i) change the Weighting Factors assigned to any Service Level and/or Milestones; (ii) make adjustments to the Service Levels; and (iii) for any new Service Levels and Milestones that will be applicable during the upcoming Agreement Year. Notwithstanding the foregoing, new SLRs may be added for new Services at any time by mutual agreement of the Parties.

59.6.4.3 Calculation of Fee Reductions

All Fee Reductions will be calculated on a monthly basis in accordance with the terms set forth in Schedule B and reflected on the applicable monthly invoice to County.

59.7 Root Cause Analysis, Predictive Analysis and Resolution

59.7.1 Process

Upon Contractor's discovery of, or, if earlier, Contractor's receipt of a notice from the County in respect of,

- a) Contractor's failure to meet a SLR, or
- b) Contractor's failure to provide the Services, or to operate, support, and maintain the RCMIS Systems, in accordance with the SLRs and this Agreement,

Contractor shall within twenty-four (24) hours from the date of such failure immediately, commence performing a Root Cause Analysis to identify the cause of such failure and (a) in the case of a failure described in clause (i) above, complete all work and activities associated with such or SLR, (b) in the case of a failure described in clause (ii) above, correct such failure (regardless of whether caused by Contractor), and (c) provide County with a written report describing in detail the cause of, and procedure for correcting, such failure(s) and providing the County with reasonable evidence that such failure(s) will not recur. The process described in the preceding sentence shall be completed no later than fifteen (15) days from the date of the applicable failure. The correction of any such failure shall be performed entirely at Contractor's expense unless it has been determined, by mutual agreement of the Contractor and County's Program Manager or through the dispute resolution procedures set forth herein, that Contractor was not a material, contributing cause of such failure or that a breach or default by the County (or any agent, subcontractor, or other third party under the direction and control of the County), with regard to any of its duties and obligations under this Agreement, was the direct and predominant contributing cause of such failure, and that Contractor could not have reasonably avoided, worked around, or promptly mitigated the effects of, such failure without expending a material amount of additional time or resources.

59.7.2 Pending Disputes

Unless otherwise directed by the County, and notwithstanding the pendency of any Disagreement or Root Cause Analysis as to the cause of a defect, malfunction, or difficulty, Contractor shall take prompt and reasonable steps to correct such defect, malfunction, or difficulty at its sole cost.

59.7.3 Compatibility of Resources

Contractor shall ensure that the RCMIS Systems, all Services, and all Software, assets, hardware, equipment, and other resources and materials (collectively, the "Contractor Resources") that are provided by Contractor to the County, otherwise utilized by Contractor, or approved by Contractor for utilization by the County, in connection with the use or operation of the RCMIS Systems, or with the providing or receiving of the Services, shall be successfully and fully integrated and interfaced, and shall be compatible, with, all applicable County Software and all other applicable Software, services, systems, items, and other resources (collectively, the "County Resources") that are owned by or leased or licensed to the County, or that are provided to the County by third party service providers. To the extent that any interfaces need to be developed or modified in order for the Contractor Resources to integrate fully and successfully, and be compatible, with the County Resources, Contractor shall be responsible for the development or modification of such interfaces and for such integration, and all such activities shall be deemed to be Services within the scope of this Agreement.

59.8 Anti-Malware Protections

The Contractor's data center shall have strong access controls and secure practices, such as specialized authorization system(s), in effect at all times to prevent unauthorized physical and virtual access to hosted County systems. County servers and network equipment hosted at the data center shall be properly secured from the threat of cyber hackers and viruses through appropriate intrusion detection tools, proactive 24x7x365 monitoring and prompt installation of new software updates, hot fixes and security patches.

Contractor shall use industry best practices regularly to identify, screen, and prevent any Disabling Device in resources utilized by Contractor in connection with the provision or receipt of the Services and shall not itself knowingly or intentionally install (and shall prevent its Subcontractors from knowingly and intentionally installing) any Disabling Device in resources utilized by Contractor, the County, or any Subcontractor, in connection with the provision or receipt of the Services. A "Disabling Device" is a virus, timer, clock, counter, time lock, time bomb, or other limiting design, instruction, or routine that would purposely and inappropriately erase data or programming or cause any resource to become inoperable or otherwise incapable of being used in the full manner for which such resource was intended to be used, and any device that may be used as a host to access County information or launch attacks on County RCMIS Systems.

Contractor shall assist the County in reducing and mitigating the effects of any Disabling Device discovered in any resource related to the provision or receipt of the Services, especially if such Disabling Device is causing a loss of operating efficiency or data. Timers, clocks, counters, and time locks included as part of any commercial Software, used by the County, by the manufacturer of that Software shall not be considered Disabling Devices for purposes of this Section.

59.9 Standards

Contractor shall utilize procedures, processes and certifications with respect to its provision of the Services and shall continually ensure that all of its procedures and processes comply with the requirements of such certifications or successor certifications. In addition, Contractor shall ensure that it, its employees, agents, and Subcontractors take no action that results in the County losing any quality certification in existence as of the Effective Date, or which the County obtains or seeks to obtain after such date.

59.10 Non-Exclusivity

Nothing herein shall prevent the County from providing for itself or obtaining from any third party, at any time during the Term or thereafter, the Services, or any other products or services. Nor shall anything in this Agreement be construed or interpreted as limiting the County's right or ability during the Term to increase or decrease its demand for Services hereunder. In the event that the County elects to provide for itself (or engage third parties to provide for it) any RCMIS services not provided under this Agreement, Contractor shall provide to the County, or its chosen service provider, reasonable cooperation, assistance, and access, as necessary to facilitate the integration and interfacing of such other RCMIS with Services.

59.11 Location of Performance

Except where Contractor obtains the County's Program Manager's prior written approval, Contractor shall perform all of the Services only from or at Locations within the geographic boundaries of the United States. Any County approval for the performance of Services outside of the geographic boundaries of the United States shall be limited to the specific instance and scope of such written approval, including the types of Services and Locations involved.

60. RELATIONSHIP MANAGEMENT

60.1 Status Reports

Periodically during the Term of this Agreement, but not less frequently than once each month, Contractor shall deliver to the County's Relationship Manager a written report summarizing the progress of the Services and the operation of the RCMIS Systems during the preceding month, including problems that have occurred and could delay Contractor's performance of anticipated activities and expected problems during the upcoming month (each such report, a "Status Report"). At a minimum, each Status Report shall include: (a) the current status and progress of the performance of the Services and an assessment of how such status and progress compares to the Milestones, the Implementation Plan, and any other Attachments or Appendices or deadlines set forth in the Scope of Work; (b) any actual delays; (c) any reasonably anticipated delays; (d) any failures, or correction of any failures; and (e) such other information as the County may reasonably request from time to time. Notwithstanding the foregoing, Contractor shall immediately notify (but in no event more than five (5) business days after Contractor first knew of such obstruction or delay) the County's Relationship Manager, in writing, in the event that Contractor is materially obstructed or delayed in its performance of the Services.

60.2 Status Meetings

During the Term, representatives of the Parties shall meet periodically as requested by the County to discuss matters arising under this Agreement. Each Party shall bear its own costs in connection with the attendance and participation of such Party's representatives in such meetings. The place and time, and

whether to meet via teleconference or in person, shall be as determined as mutually agreed upon by the Parties.

61. ACCEPTANCE TESTING

All Deliverables shall be provided to the County by Contractor in conformity with all requirements, specifications, Acceptance Criteria, and time Attachments or Appendices set forth or referenced in this Agreement. Contractor shall at all times utilize complete and thorough Acceptance Testing Procedures, and appropriate Acceptance Criteria, all of which shall be subject to review and approval by the COUNTY'S PROGRAM MANAGER, and no such activities shall be deemed completed until all Acceptance Criteria, whether set forth in this Agreement or set forth in any Schedule hereto or otherwise mutually agreed upon by the Parties in writing, have been successfully met.

61.1 Acceptance Testing

Following Contractor's notification to County that Contractor has completed any component or deliverable identified in this Agreement, including In-Scope Service Requests and Out-of-Scope Work Orders, at a mutually agreed scheduled time thereafter, County shall begin testing the component or deliverable to determine whether such component or deliverable conforms to the applicable specifications and/or standards (collectively, the "Acceptance Criteria"). After County has completed such testing or upon expiration of the agreed-upon testing period (the "Acceptance Testing Period"), County shall notify Contractor in writing either that: (a) the component or deliverable meets the Acceptance Criteria and that acceptance of such component or deliverable has occurred ("Acceptance"); or (b) the Acceptance Criteria have not been met and the reasons therefor. If the component or deliverable is identified as being part of a larger, integrated system being developed thereunder, then any Acceptance under the terms of this subsection shall be understood as being conditional acceptance ("Conditional Acceptance"), and such component or deliverable shall be subject to Final Acceptance as described below.

61.2 Cure

If County determines that a component or deliverable does not conform to the applicable Acceptance Criteria, County promptly shall deliver to Contractor an exception report describing the nonconformity (the "Exception Report"). Within five (5) calendar days following receipt of the Exception Report, Contractor shall: (a) perform a Root Cause Analysis to identify the cause of the nonconformity; (b) provide County with a written report detailing the cause of, and procedure for correcting, such nonconformity; (c) provide County with satisfactory evidence that such nonconformity will not recur; and (d) immediately cure the nonconformity; provided, however, that if the nonconformity is incapable of cure within such ten (10) calendar day period then, within such ten (10) calendar day period, Contractor shall present to County a mutually agreeable plan to cure such nonconformity within a reasonable amount of time. Upon Contractor's notice to County that Contractor has cured any such nonconformity, County shall re-test the defective component or deliverable for an additional testing period of up to thirty (30) calendar days or such other period as the Parties may mutually agree upon in writing, at the end of which period the process described in subsection (b) above shall be repeated.

61.3 Final Acceptance

Upon achievement of Conditional Acceptance for all identified components or deliverables, County shall begin testing the system that is comprised of such components or deliverables using the applicable test

procedures and standards to determine whether such system performs as an integrated whole in accordance with the Acceptance Criteria. After County has completed such testing or upon expiration of the testing period (the "Final Acceptance Testing Period"), County shall notify Contractor in writing that: (a) the system, and all components and deliverables that are a part thereof, meet the Acceptance Criteria and that final acceptance of the system and such components and deliverables has occurred ("Final Acceptance"); or (b) that the Acceptance Criteria have not been met and the reasons therefor. If County determines that the Acceptance Criteria have not been so met, the process described in subsection (b) above shall be initiated, with all references to "component or deliverable" being references to the "system," and all references to the "Acceptance Testing Period" being references to the "Final Acceptance Testing Period." Neither Conditional Acceptance, Acceptance, nor Final Acceptance by County shall constitute a waiver by County of any right to assert claims based upon defects not discernable through conduct of the applicable test procedures and subsequently discovered in a component or deliverable or the system following County's Final Acceptance thereof. Nothing else, including County's use of the system, or any component thereof, shall constitute Final Acceptance, affect any rights and remedies that may be available to County and/or constitute or result in "acceptance" under general contract law, any state uniform commercial code or any other law.

62. PERSONNEL

62.1 Contractor Personnel

62.1.1 Contractor's Relationship Manager

Contractor represents that the individual designated as Contractor's Relationship Manager is, and promises that any replacement holder of such position shall be, an experienced manager who is knowledgeable as to the County, its respective businesses, business practices, functions, and related activities, and its respective RCMIS Systems, requirements, and needs. The County shall have the right to interview, as the County deems necessary, and participate (by providing input and recommendations) in the final selection of, Contractor's Relationship Manager. Without the prior written consent of the County's Program Manager which consent shall not be unreasonably withheld, Contractor shall not: (a) designate a replacement for Contractor's Relationship Manager; or (b) voluntarily replace or reassign the individual serving as Contractor's Relationship Manager during the first twelve (12) months after the date that such individual commences performing the duties of Contractor's Relationship Manager hereunder. Contractor's Relationship Manager shall at all times: (i) act as the primary liaison between Contractor and the County's Relationship Manager; (ii) have overall responsibility for directing all of Contractor's activities hereunder, directing the performance of all Services from inception through completion; (iii) be vested with the necessary authority to fulfill all of the responsibilities of Contractor's Relationship Manager described in this paragraph; (iv) coordinate the preparation of proposals and other responses to the County's requests hereunder, business plans, proposed statements of work, Specifications, Acceptance Criteria, Acceptance Testing Procedures, operating budgets, and financial terms and conditions related to any additional work to be performed by Contractor under this Agreement; and (v) coordinate and conduct periodic program review sessions with the County to discuss costs, Attachments or Appendices, and any relevant technical aspects of Contractor's performance under this Agreement.

62.1.2 Additional Personnel Requirements

Contractor shall, at all times, make available appropriate and sufficient numbers and types of Contractor Personnel, in addition to Contractor's Relationship Manager, to timely perform Contractor's obligations hereunder, in accordance with this Agreement and all Attachments or Appendices hereto.

62.1.3 Qualified Personnel

In the event that Contractor fails to meet any of its obligations with respect to the required proficiency of any Contractor Personnel, Contractor shall promptly, as directed by the County, either: (a) take such action with respect to such Contractor Personnel, including promptly providing appropriate training, education, or orientation, as necessary for such Contractor Personnel to meet the applicable requirements set forth in this paragraph; or (b) in the event that the County has notified Contractor that such Contractor Personnel does not meet the applicable requirements, remove and replace such Contractor Personnel with an appropriately qualified individual, in accordance with this Agreement, and such position shall be filled by a qualified person no later than thirty (30) days following the date of removal or replacement.

62.1.4 Employee Qualification and Verification

Subject to and in accordance with applicable law, Contractor, prior to assigning an individual as Contractor Personnel and at Contractor's sole expense, shall have appropriately verified the qualifications of such individual, and including verifying employment history, conducting reference checks, verifying non-employer technical certifications or education completed or degrees awarded, performing drug testing, conducting fingerprinting and a security background check that includes investigation and identification of all state or federal misdemeanor or felony convictions of such individual, and criminal charges pending against such individual, during the immediately preceding seven (7) years, and performing such other types of verification as reasonably requested by the County. Within thirty (30) days of the Effective Date and every twelve (12) months on the anniversary of the Effective Date thereafter, Contractor will certify in writing to the County that each and every employee of Contractor and any Subcontractor working on County's account or having access to County Confidential Information meets all employee qualifications required in this Agreement and under law. Failure to provide such certification constitutes a material breach of this Agreement.

62.1.5 Employee Eligibility Verification

Contractor represents and warrants that it is and will be in full compliance with all Federal and State statutes and regulations regarding the employment of aliens (as that term is defined in applicable Federal statutes or regulations) and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

62.1.6 Non-Discrimination

In the performance of this Agreement, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage in nor permit any employees or Subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all penalties imposed for a violation of anti-discrimination law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.

62.1.7 EDD Independent Contractor Reporting Requirements

California Senate Bill 542 requires businesses and government entities to report specified information regarding independent contractors to the Employment Development Department (EDD). This information will be used by the EDD to assist in locating parents who are delinquent in their child support payments. An independent contractor is defined as a sole proprietor who is not an employee of the business or government entity for which that individual is performing a service and who received compensation and/or executes an Agreement for services performed or that business or government entity either in or outside of California.

62.1.8 Specialized Personnel

If it is necessary, in connection with the performance of the Services, that Contractor Personnel or Subcontractors be assigned responsibilities in a County Location (not including any Locations leased or subleased by Contractor from the County) that requires special health, security, or safety training, as deemed by County, then such training will be provided by the County to such individuals and Contractor shall make such individuals reasonably available for such training, with each Party being responsible for its own costs associated with such training (i.e., among other things, Contractor shall not charge the County any Fees for any amount of time spent by any of the Contractor Personnel or any Subcontractor attending or receiving such training).

62.1.9 Training

Contractor shall provide, and cause its Subcontractors to provide throughout the Term of this Agreement, all such technical and interpersonal training to the Contractor Personnel, and to any employees of Contractor's Subcontractors that are assigned to provide Services hereunder, as may be necessary and appropriate for them to collectively perform, on behalf of Contractor, all of Contractor's duties under this Agreement. In any event, the levels and extent of training provided by Contractor to the Contractor Personnel shall be at least equal to the average levels of training given to other Contractor employees holding comparable positions, under similar circumstances, and performing work of a similar nature and level of complexity.

62.1.10 Replacement of Personnel

Notwithstanding anything to the contrary contained elsewhere in this Agreement, if the County believes that the performance or conduct of any Contractor Personnel or Subcontractor is unsatisfactory for any reason, or is not in compliance with the provisions of this Agreement, the County may so notify Contractor, and shall provide an explanation of the unsatisfactory or noncompliant performance or

conduct. At the County's request, Contractor shall promptly remove such person. In such event, Contractor shall promptly replace that person with another person acceptable to the County and meeting all of the applicable requirements described in this Section.

62.2 The County's Relationship Manager

The County represents that the individual designated as the County's Relationship Manager is, and shall ensure that any replacement holder of such position shall be, an experienced manager who is knowledgeable as to the County, its respective businesses, business practices, functions, and related activities, and its respective RCMIS Systems, requirements, and needs. The County's Relationship Manager shall at all times: (a) act as the primary liaison between the County and the Contractor's Relationship Manager; and (b) have overall responsibility for directing and coordinating all of the County's activities hereunder; and (c) be vested with the necessary authority to fulfill all of the responsibilities of the County's Relationship Manager described in this paragraph.

62.3 Conflict of Interest

The County's policies expressly prohibit it and its employees from engaging in activities involving a conflict of interest. Contractor shall not at any time during the Term of this Agreement knowingly employ or otherwise engage any County employee for any purpose in any way related to Contractor's performance of its obligations hereunder. Contractor shall at all times exercise reasonable care and diligence to prevent any actions, circumstances, or conditions that could result in a conflict between Contractors (or any of its employees, agents, or Subcontractors) and the best interests of the County. Such efforts by Contractor shall include establishing reasonable precautions to prevent its employees, agents, and Subcontractors from making, receiving, providing, or offering to any employees of the County any gifts, entertainment, payments, loans, or other considerations that could appear to or be deemed to, or create the impression of an attempt to, influence individuals to act in a manner contrary to the best interests of the County.

62.4 Non-Solicitation of Employees

Except as otherwise expressly provided in this Agreement, during the Term and for the first twelve (12) months thereafter, neither Party shall, without the prior written consent of the other Party, directly or indirectly solicit, entice, encourage, or otherwise recruit any employee of such other Party whose duties and responsibilities include performing services directly or indirectly connected with performance under this Agreement to leave such other Party's employ in order to accept employment or other engagement with the soliciting Party, its Affiliates, actual or prospective contractors, or any other Person. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement shall not prohibit solicitations by either Party through general advertising or other publications of general circulation. In no way is this Section intended, nor shall it be deemed, to restrict or limit any individual's right to seek employment, but rather this Section is intended to, and shall, prevent each Party from actively recruiting the employees of the other Party (except as provided in this Agreement), thereby depriving such other Party of vital resources, in the securing, development, training, and deployment of whom it has expended considerable time and resources.

63. AUTHORITY RETAINED BY COUNTY

The County shall have and at all times retain the exclusive right and authority to: (a) define, determine, and control the County's RCMIS-related policies, strategies, objectives, and goals; (b) define, determine, and alter any or all of the County's business processes; and (c) assess Contractor's quality and performance. Contractor shall, at all times during the Term and during Disentanglement, perform and provide the Services in accordance with the strategies, processes, and policies described in the immediately preceding sentence, subject to the terms of this Agreement.

64. FINANCIAL TERMS

As full remuneration, and the sole and entire financial consideration, for Contractor's performance of all of the Services, provision of the Deliverables, operation, support, and maintenance of the systems, furnishing of the Contractor Personnel and required materials, addressing and resolving any Disagreements or difficulties that may arise or are encountered, and performance of all of the other tasks, activities, services, duties, and obligations of Contractor under this Agreement, and for assuming all related risks, the County shall pay to Contractor the Fees, in accordance with this Section 6.

64.1 Fees**64.1.1 General**

County shall pay Contractor the Fees for the Services actually performed by Contractor in accordance with the terms and conditions of this Agreement and Schedule B attached hereto. Except as otherwise expressly provided in this Agreement, Contractor shall not be entitled under this Agreement to any additional or separate compensation or reimbursement, other than the Fees expressly set forth in the Schedule B, for the performance of Services, for any costs or expenses incurred in connection with performance hereunder, for any Implementation fees or exit fees, or for any other type or form of fees or reimbursement. Unless otherwise agreed in writing, changes in the Services and changes in the rights or obligations of the Parties under this Agreement (collectively, "Agreement Changes") shall result in changes in the applicable Fees only if and to the extent this Agreement, as it may be amended as provided herein, expressly provides in Schedule B for a change in the Fees in such circumstances or the pricing methodology expressly provides for a price change in such circumstances.

64.2 Most-Favored Customer/Best Prices

Contractor's charges to the County for the Services, in the aggregate, shall be competitive with, or more favorable to the County than, Contractor's charges for substantially similar services to Contractor's most favored customers (i.e., those customers to whom Contractor charges its lowest prices), purchasing substantially similar volumes of such services under substantially similar circumstances and terms and conditions. For purposes of the immediately preceding sentence: (a) the circumstances to be considered in determining what constitutes "substantially similar services" are the service levels, warranties, and other obligations required by those customers of Contractor, the rights of Contractor under agreements with those customers, the technology base used by the customer, the specific combination of services required by the customer, the time period during which services are provided, and the overall revenue stream generated by the customer, taking into account the term of the underlying agreement; and (b) no distinction shall be made between Contractor's customers that are private entities and those that are in the public sector. If Contractor offers to any such U.S.-based customer substantially similar services at

similar (or lesser) volumes and at a price materially lower or a discount materially greater than the applicable Fees charged to the County hereunder, then such Fees shall simultaneously be lowered by Contractor to the extent necessary to match such lower price or greater discount (or, to the extent such Fees have already been paid, Contractor shall promptly refund to the County the difference between the Fees already paid and the lower price for the time period during which such lower price has been in effect). Contractor shall notify County of the occurrence of such a lower price or greater discount as described in this Section within thirty (30) days after Contractor's offering or providing such lower price or greater discount to another such customer. From time to time, but in any event no more than once annually, Contractor's Chief Financial Officer shall, upon written request from the County, promptly certify in writing that Contractor is in compliance with this Section. Nothing herein shall require that Contractor disclose to the County, or to the County's Auditors, accountants, or attorneys, any information that Contractor is legally prohibited, by contract, statute, or otherwise, from disclosing to the County, regardless of the existence of any dispute pertaining to this Section.

64.3 Invoices

64.3.1 Contractor Invoices

Contractor shall invoice the County for the Fees in accordance with the provisions of Schedule B, but in no event more frequently than once per month in arrears. Credits and adjustments for any given month will be applied against the next monthly invoice after the invoice for such month. For example, Contractor's December 2006, invoice will include Fees for Services performed during November 2006, and any credits or adjustments applicable to Services performed in October 2006. Each such invoice shall be in a County-approved format (or such other reasonable format as specified from time to time by the County) and, with respect to the Fees, credits, adjustments or the timeframe to which such invoice is applicable, shall set forth in reasonable detail: (a) an itemized accounting of the Fees and any applicable credits and adjustments; (b) the Services performed (e.g., each particular activity or task); (c) with respect to any Services billed on an hourly or time-and-materials basis, the number of Contractor man hours, identity of the Contractor Personnel performing such Services, and corresponding Fees attributable to each such Contractor Person's performance of such Services; (d) any other information or data necessary to support such Fees, credits, and adjustment. Any improperly formatted invoices may be returned by the County for correction and resubmission, provided that such return occurs timely and that the County identifies in reasonable detail what is not correct.

64.3.2 Payment by County

The County shall pay Contractor all undisputed amounts set forth in invoices properly issued in accordance with this Section 6, within sixty (60) days after receipt thereof, or ninety (90) days after receipt of the applicable Services, whichever is later. The County may, however, withhold payment of any invoiced amounts that the County disputes in good faith, pending resolution of the matter, or otherwise as permitted in this Agreement. Contractor may submit a preliminary draft invoice to the County in order to attempt to minimize any issues that could lead to a disputed invoice. The County shall have no more than sixty (60) days to make payment to Contractor following the date the payment dispute is resolved with Contractor. All payments by the County shall be made by wire transfer, unless the Parties mutually agree in writing to an alternative form or method of payment. Payment of Subcontractor Invoices within seven (7) days (or such longer payment period agreed upon by Contractor and

Subcontractor in the applicable subcontract) following Contractor's receipt of payment from the County, Contractor shall pay all Subcontractor(s) performing Services under this Agreement for the share as agreed by Contractor and Subcontractor of the payment received for Services performed by the Subcontractor(s) hereunder. Contractor shall notify County and the applicable Subcontractor(s), in writing, of any intention to withhold payment to such Subcontractor(s) and the basis for such withholding. Any obligation of Contractor to pay a Subcontractor on any amounts owed to such Subcontractor shall not be construed to be an obligation of the County.

64.4 Set-Off

The County may set off against any and all amounts otherwise payable to Contractor pursuant to any of the provisions of this Agreement: (i) any and all amounts claimed by the County in good faith to be owed by Contractor to the County pursuant to any of the provisions of this Agreement; and (ii) any and all amounts claimed by the County in good faith to be owed by Contractor pursuant to any other written agreement between the Parties. Within twenty (20) days after any such set-off by the County, the County shall provide Contractor with a written accounting of such set-off and a written statement of the reasons therefore.

64.5 Disputed Amounts

The County may withhold payment of Fees or any other charges otherwise due to Contractor under this Agreement to the extent that the County disputes such charges in good faith. In such case, the County shall provide to Contractor a reasonably detailed written explanation of the basis for the dispute and shall continue to make payments of undisputed amounts as otherwise provided in this Agreement. If any disputed amounts are later determined to have been improperly withheld (i.e., properly charged by Contractor), then the County shall be obligated to pay the withheld amount in accordance with this Agreement, until paid in full. If any paid amounts are later disputed by the County and determined to have been improperly paid (i.e., improperly charged by Contractor), then Contractor shall promptly pay the County, in cash, the improperly paid amount. The failure of the County to withhold payment shall not waive any other rights the County may have with respect to disputed amounts or overpayments. Except as otherwise provided herein, any dispute relating to amounts owed by a Party hereunder, shall be considered a Disagreement.

64.6 Taxes

The Fees shall be inclusive of all taxes imposed with respect to the provision of the Services hereunder, including any sales, use, excise, value-added, services, consumption, or other tax; provided, however, that the County shall not be responsible for, and the Fees shall not include, any taxes imposed on or arising from the following: (a) charges for goods and services provided by the County to Contractor in connection with this Agreement; (b) Contractor's income, revenue or property; or (c) any franchise or privilege taxes. All taxes applicable to the Services under this Agreement shall be separately itemized on any invoice.

64.7 County Payment upon Termination

Contractor shall submit a final completion cost or credit invoice upon any termination of the Term by the County for convenience, pursuant to Section 9.2, or for non-appropriation, pursuant to Section 9.5 hereof. Upon approval of such final invoice, and subject to Contractor's compliance with all material terms and

conditions of this Agreement, the County shall promptly make payment of any remaining amounts due and payable to Contractor for Services rendered, provided, in the case of Termination under Section 9.5, that the final invoice does not contain any amounts attributable to the County Fiscal Year for which appropriations are not made.

64.8 Fee Reductions

Schedule B sets forth specified Fee Reductions that shall be granted to the County if and when Contractor's actual performance of Services fails to meet certain levels, as measured against the Service Levels. It is understood that Fee Reductions are intended to reflect the diminished value of Contractor's Services in the applicable events, but are not intended to constitute penalties or liquidated damages. In no event shall Fee Reductions be the County's sole and exclusive remedy with respect to any failure of Contractor to comply with applicable Service Levels or performance requirements.

65. PROPRIETARY RIGHTS

65.1 County Works

65.1.1 Ownership by the County

All County Works, and all modifications or derivatives of such County Works, including all Intellectual Property Rights in or pertaining to the same, shall be owned solely and exclusively by the County.

65.1.2 License Grant to Contractor

As of the Effective Date, the County hereby grants, and Contractor hereby accepts, a limited, non-exclusive, non-transferable, royalty-free right and license to use the County Works during the Term, to the extent necessary and appropriate for the sole purpose of Contractor's performing the Services, and operating and supporting and maintaining the RCMIS Systems, subject to, and as provided for by, the terms and conditions of this Agreement. Contractor acknowledges that the County Works represent the valuable, intellectual property of the County. To the extent necessary for Contractor to provide the Services, such license grant extends to Subcontractors designated by Contractor that sign a written agreement to be bound by all of the terms contained herein applicable to the County Works. Contractor and its Subcontractors shall not (a) use any of the County Works for the benefit of any Person other than the County, or (b) reverse assemble, reverse engineer, translate, disassemble, decompile any of the County Works without the prior written approval of the County, which may be withheld in the County's sole discretion.

65.2 Contractor Works

65.2.1 Ownership by Contractor

All Contractor Works, and all modifications or derivatives of such Contractor Works, including all Intellectual Property Rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

65.2.2 License Grant to the County

As of the Effective Date, Contractor hereby grants, and the County hereby accepts, for the benefit of the County and any third party providers of services to the County, a perpetual, non-exclusive, fully paid, non-transferable, royalty-free license to access, use, copy, adapt, display and perform of, the Contractor Works to the extent necessary for the County to receive the full benefit of the Services during the Term and any period of Disentanglement, and thereafter solely for internal business purposes of the County, and not for commercial exploitation or resale.

65.3 New Works

65.3.1 Ownership by the County

All Work Product, including all Intellectual Property Rights in or pertaining to the same, shall be owned solely and exclusively by the County. Contractor (a) agrees that all copyrightable aspects of such Work Product shall be considered “work made for hire” within the meaning of the Copyright Act of 1976, as amended, (b) hereby assigns to the County exclusively all right, title, and interest in and to all Intellectual Property Rights in and to such Work Product that it may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of Contractor, and (c) acknowledges that the Parties do not intend Contractor to be a joint author of such Work Product within the meaning of the Copyright Act of 1976, as amended, and that in no event shall Contractor be deemed a joint author of such Work Product.

65.3.2 Embedded Contractor Works

To the extent that any Contractor Works are incorporated into, embedded in or made part of the Work Product, notwithstanding anything to the contrary, Contractor shall not be deemed to have assigned its Intellectual Property Rights in such Contractor Works to the County, but Contractor hereby grants to the County, for the benefit of the County and any third party providers of services to the County, a perpetual, non-exclusive, worldwide, fully paid, royalty-free license to access, use, modify, copy, adapt, display, perform and create derivative works of, such Contractor Works to the extent necessary for the County to receive the full benefit of its ownership of the Work Product.

65.3.3 License Grant to Contractor

Subject to the County’s Intellectual Property Rights in the Work Product and the Deliverables, the County hereby grants, and Contractor hereby accepts, a limited, non-exclusive, non-transferable, royalty-free right and license to use the Deliverables during the Term, to the extent necessary and appropriate for the sole purpose of Contractor’s performing the Services, providing other Deliverables, and operating and supporting and maintaining the RCMIS Systems, subject to, and as provided for by, the terms and conditions of this Agreement. To the extent necessary for Contractor to provide the Services, such license grant extends to Subcontractors designated by Contractor that sign a written agreement to be bound by all of the terms contained herein applicable to the Deliverables. Contractor and its Subcontractors shall not (i) use any of the Work Product for the benefit of any Person other than the County, or (ii) except to the extent necessary to perform the Services, reverse assemble, reverse engineer, translate, disassemble, decompile any of the Work Product without the prior approval of the County, which may be withheld in the County’s sole discretion.

65.3.4 Intellectual Property Protection

Contractor shall promptly and fully disclose and deliver all Work Product to the County, in writing (and, with respect to any Software component, in both source code and object code form), together with appropriate user manuals and all other Documentation necessary and sufficient to initially satisfy all of Contractor's related obligations under this Agreement (including the warranties set forth herein) with respect to such Work Product. Contractor shall, at the County's expense, execute and deliver any and all patent, copyright, and other applications, assignments, and other documents or instruments that the County reasonably requests for securing and protecting the Work Product and all Intellectual Property Rights therein or pertaining thereto. The County shall have the sole and exclusive power to file and prosecute such applications and other documents and to take all other similar action concerning the Work Product or their protection. As requested by the County, Contractor shall promptly and fully cooperate in a lawful manner with the County (or any third parties designated by the County), at the expense of the County, in the preparation and prosecution of all such applications and other documents and in any legal actions and proceedings concerning the Work Product.

65.4 Additional Licensing Provisions

65.4.1 General License Grant to the County

Contractor hereby grants to County, its employees and contractors a perpetual, worldwide, assignable, transferable, fully paid up, royalty-free, right and license to use the Software. All costs and expenses associated with the Contractor Software including, without limitation, license, maintenance and support, implementation and/or upgrade fees, shall be deemed to be included in the Fees. The license grant set forth in this Section shall further include and/or be subject to the following:

- (a) All licenses to the Contractor Software shall extend to all County employees, personnel, contractors and other authorized end users;
- (b) The license grant shall include the right to use, copy, disassemble, decompile and reverse engineer the Contractor Software to develop adaptations, enhancements and modifications to the Contractor Software;
- (c) The license grant shall include the right of Contractor to receive all updates, upgrades patches, bug fixes and new releases to the Contractor Software that are commercially available or otherwise made available to all other licensees of such Software; and
- (d) The license grant shall include the right of County to sublicense the rights granted hereunder to its Affiliates, third party developers, consultants, advisors or subcontractors for performance of various tasks (as identified by and on behalf of County) limited to County's internal business purposes as contemplated by this Agreement.

65.4.2 Source Code License

Contractor hereby grants to County, a perpetual, worldwide, assignable, transferable, non-exclusive license to use the source code, object code and related documentation to the Contractor Software for use by County in order to enable County to support the provision of the Services for its benefit and that of its Affiliates. Upon the occurrence of a breach by Contractor of any of its duties, representations and warranties hereunder, County shall have the right to immediately access and use such source code, object

code and related documentation to the Contractor Software in accordance with the license grant set forth in the preceding sentence.

65.4.3 Software and Data Maintenance Services

65.4.3.1 Software Maintenance Services

Contractor shall update and keep current all releases of Contractor Software to the latest releases (or versions) then commercially available, and shall further provide maintenance and support services for the current release of such Software and at least two releases prior to the current version (i.e., maintenance and support for the current version and the n-1 and n-2 versions). All software maintenance and warranty services, including, without limitation, all service desk support for troubleshooting, diagnosis, correction and resolution of problems, and provision of Software updates, upgrades, bug fixes, new releases, shall be set forth in the Scope of Work.

65.4.3.2 Hot Backup Requirement

Contractor shall maintain, throughout the Term of the Agreement a ‘hot backup’ of all County Data managed by Contractor that is transmitted, stored or used on Contractor managed systems, servers, or storage media. Contractor shall employ ‘redo logs’ or other mechanisms to preserve the integrity of County Data to address standard risks associated with ‘hot backups’ (e.g. inconsistency of data that may be altered while the backup is in progress). Notwithstanding the foregoing, County shall be entitled to require Contractor to provide ‘cold backups’ with respect to all County Data of such County, as set forth in the applicable Scope of Work.

65.5 Software Escrow Agreement

- (a) Upon County’s request, the Parties hereto shall enter into a software escrow agreement (“Escrow Agreement”) with a third party escrow agent, which shall be attached hereto as Schedule 7, and incorporated herein by reference. The Escrow Agreement will set forth the terms and conditions upon which the source code, object code and related Documentation of the Contractor Software will be deposited by Contractor into an escrow account, updated by Contractor, verified by County and the conditions and Triggering Events that will govern the release of such escrowed materials to County. Upon the occurrence of a Triggering Event, County shall have the right to access and use the source code, object code, related Documentation and Contractor Software in accordance with its license rights set forth herein.
- (b) Notwithstanding the foregoing, the Escrow Agreement shall require Contractor to make timely deposits of all source code, object code and related Documentation of the Contractor Software, keep the escrow account up to date with all current releases and updates, provide County a right to audit the escrow account and perform a build verification of the source code, and provide County a right to access Contractor Personnel and to offer such personnel employment, upon the occurrence of a Triggering Event.
- (c) For the purposes of this Agreement, a “Triggering Event” shall mean any of the following: (i) Contractor commits an uncured (or incurable) material breach of its

performance obligations under this Agreement, (ii) Contractor makes an assignment for the benefit of creditors, (iii) Contractor files for bankruptcy (which is not dismissed within 90 days) or a complete liquidation or dissolution, (iv) Contractor has a custodian, trustee, receiver or agent appointed to take possession or substantially all of its Assets, or (v) Contractor is declared or becomes 'insolvent' as that term is defined in Title 11 of the United States Code or analogous legislation in any other applicable jurisdiction.

65.6 Escrow License

Contractor grants to County a perpetual, worldwide, non-exclusive, irrevocable, fully paid-up, transferable license to use the source code, object code and related Documentation of the Contractor Software upon the occurrence of a Triggering Event as set forth in the Escrow Agreement (the "Escrow License"). County shall be entitled to procure maintenance and support services from third parties and shall have the right to sublicense to such third parties the right to use such Escrowed Materials for the limited purpose of providing such services to County.

65.7 County Data

Subject to applicable law, the County shall permit Contractor and its Subcontractors to have access to, and make appropriate use of, County Data solely to the extent Contractor requires such access and use in order to properly and appropriately perform the Services as contemplated by this Agreement. Contractor may only access and use County Data in connection with performance of its duties under this Agreement or as specifically directed by the County in writing and may not otherwise use, disclose, modify, merge with other data, commercially exploit, or make any other use of County Data or take, or refrain from taking, any other action that might, in any manner or form, adversely affect or jeopardize the integrity, security, or confidentiality of County Data, except as expressly permitted herein or as expressly directed by the County in writing. Contractor acknowledges and agrees that, as between the Parties, the County owns all right, title, and interest in, and all Intellectual Property Rights in and to, all County Data.

65.8 Cooperation

If at any time either Party brings, or investigates the possibility of bringing, any claim against any third party for infringement of any Intellectual Property Right of such Party, including misappropriation of trade secrets and improper use or disclosure of confidential information, then the other Party, upon the request and at the expense of the requesting Party, shall cooperate with and assist such requesting Party in the investigation or pursuit of such claim and provide such requesting Party with any information in its possession that may be of use to such requesting Party in the investigation or pursuit of such claim. Notwithstanding the foregoing, if an Affiliate, County, customer, or other business associate of a Party becomes the subject of such an investigation by the requesting Party, such Party will provide reasonable cooperation to the requesting Party, to the extent not inconsistent with such Party's legal and contractual obligations to such Affiliate, County, customer, or business associate.

66. COMPLIANCE WITH COUNTY POLICIES AND PROCEDURES

66.1 Policies and Procedures

Contractor, its Subcontractors, the Contractor Personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance of the Services, provision of the Deliverables, and operation, maintenance, and support of the RCMIS Systems. Contractor shall cooperate with the County in ensuring Contractor's compliance with the policies and procedures described in this Agreement, and any material violations or disregard of such policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for denial of access or use by Contractor Personnel to the County's information systems, networks, equipment, property, and facilities. Without limiting the foregoing, Contractor agrees to the following:

66.2 Security and Policies

At all times during the Term, Contractor shall provide all Services, use all resources related thereto, and use, operate, support, and maintain the RCMIS Systems, in a secure manner and in accordance with the County's and County's security requirements, policies, and procedures as modified, supplemented, or replaced by the County or County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). In the event that any revision, modification, supplement or replacement of any of the Security Policies causes Contractor to incur additional expense or deploy additional resources or otherwise increase the effort required by it to fulfill its obligations under this Agreement, and Contractor so notifies County of such fact in advance and receives County's approval to proceed, Contractor shall be entitled to receive additional Fees sufficient to compensate Contractor for such additional expense, additional resources or increased effort. Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to and use of RCMIS Systems and the networks involved with the provision or receipt of Services, including the implementation and deployment network management and maintenance applications and tools, the use of appropriate encryption technologies, and the other security-related Services described in this Agreement. In addition, all Contractor Personnel (including personnel of any Subcontractors) shall be subject to, and shall at all times conform to, all of the County's policies, procedures, rules, and requirements regarding the protection of premises, materials, equipment, and personnel. Contractor shall, and shall cause the Contractor Personnel and Subcontractors to, fully comply with and abide by all such Security Policies at all times during the Term. Any violation or disregard of such Security Policies by an individual Contractor Person or Subcontractor shall be cause for denial of access of such Person to the County's RCMIS Systems or property. Contractor shall exercise due care and diligence to prevent any injury to person or damage to property while on the County's premises.

66.3 Information Access

Contractor shall at all time use appropriate safeguard and security measures so as to ensure the confidentiality and security of all Client Data. Prior to performing any Services, Contractor personnel who will access the RCMIS Systems, or County Data, shall execute a confidentiality and non-disclosure

agreement concerning access protection and data security in the form provided by County. At all times during the Term, Contractor shall, and shall cause the Contractor Personnel and Subcontractors, and the employees or agents of any of the foregoing, to, fully comply with all of the County's policies and procedures regarding data access and security, including those prohibiting or restricting remote access to the RCMIS Systems and County Data, as set forth in the Security Policies. Contractor shall, and shall cause the Contractor Personnel and Subcontractors to, fully comply with and abide by all such Security Policies at all times during the Term. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor Person to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. From time to time throughout the Term, upon request from the County but at least once each Agreement Quarter, Contractor shall provide the County with an accurate, up-to-date list of those Contractor Personnel having access to the County's RCMIS Systems, or data, and the respective security level or clearance assigned to each such Contractor Person. All RCMIS Systems, and all data contained therein, including County Data, used or accessed by Contractor Personnel: (a) shall be used and accessed by such Contractor Personnel solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, the Contractor Personnel or any Subcontractor, at any time. Contractor acknowledges and agrees that any failure to comply with the provisions of this Section shall entitle the County to deny or restrict the rights of such non-complying Contractor Personnel to access and use the RCMIS Systems and County Data, as the County in its sole discretion shall deem appropriate.

66.4 Enhanced Security Measures

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

66.5 General Security Standards

At all times during the Term, Contractor shall maintain a level of security with regard to the RCMIS Systems and County Data for which Contractor has agreed in this Agreement to provide or manage physical security, that in all events is at least as secure as each of the following levels of security: (a) that were maintained by the County with regard to such RCMIS Systems and County Data prior to the Effective Date; (b) that are maintained by Contractor with regard to its own systems, data, and facilities of a similar nature and import; and (c) that are common and prevalent in the industry and in accordance with industry best practices.

66.6 Breach of Security

Any material breach or violation by Contractor or its Subcontractors, or the employees or agents of any of the foregoing, or of the Security Policies, shall be deemed a material breach of a material obligation of Contractor under this Agreement, and any chronic or critical breach by Contractor or its Subcontractors, or the employees or agents of any of the foregoing, or of the Security Policies shall be deemed an incurable and material breach of a material obligation of Contractor under this Agreement. The Parties agree that for the purposes of this Section a breach shall only be deemed material if: (a) Contractor has failed to act in material accordance with the Security Policies or the security provisions of the Procedures Manual, or the applicable terms of the SOWs; or (b) Contractor has failed to use industry best practices and methods in performing its obligations with respect to security services.

66.7 Conduct on Other Party's Premises

Each Party shall, at all times, comply with and abide by all reasonable policies and procedures of the other Party (or that may be established thereby, from time to time) that pertain to conduct on the Party's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the other Party has been provided with a copy of each such policy or procedure. Each Party shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

66.8 Security Audits

Each Agreement Year, County may perform or have performed security reviews and testing based on an RCMIS infrastructure review plan. Such testing shall include ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements. Contractor shall inform County of any security audit or assessment performed that includes County hosted content, within sixty (60) days of such audit or assessment.

66.9 Operation of Contractor Vehicles

The operation of Contractor vehicles or private vehicles of Contractor Personnel on the County's property shall conform to posted and other regulations and safe driving practices. Vehicular accidents on the County's property and involving County personnel shall be reported promptly to the appropriate security personnel.

67. TERM AND TERMINATION

67.1 Term

67.1.1 Initial Term

The period during which Contractor shall be obligated to provide the Services under this Agreement (the "Term") shall commence on the Effective Date and end on the date (the "Expiration Date") that is: (a) the fifth-year (5th) anniversary of the Effective Date (or, in the event of any extension of the Term, pursuant to Section 67.1.2, the last day of the last of such extensions); or (b) the applicable Termination Date, in the event of a termination pursuant to Sections 67.2 through 67.7.

67.1.2 Term Renewals

The County may, in its sole discretion, extend the Term for two additional successive periods of not more than one (1) year (as designated by the County, in its sole discretion), in accordance with the pricing terms and conditions set forth in Schedule B, by providing written notice delivered to Contractor at least ninety (90) days before the end of the then-current Term (as such Term may have been renewed or extended, in accordance herewith).

67.1.3 Notifications

Unless the County shall have already notified Contractor in writing that the County is extending the Term, pursuant to Section 67.1.2, for an additional period, or the Parties shall have already reached written mutual agreement on the terms and conditions to otherwise govern an extension of the Term, Contractor shall notify County in writing within five (5) days before or after the date that is one hundred eighty (180) days prior to the date on which then-current Term shall expire of the approaching expiration of the Term.

67.2 Termination by the County for Convenience

In accordance with this Section, the County shall have the right to terminate for its convenience, at any time and for any reason or no reason: (a) the Term of this Agreement with regard to the Services, or (b) any portion of the Services (e.g., a Service Area or subcomponent), then being provided by Contractor. Any such termination shall be effected by the County sending to Contractor a written notice of termination specifying the extent of the Services being terminated and the intended date (the "Termination Date") upon which, at 11:59 p.m., such termination shall be effective (any such notice, a "Termination Notice"). The Termination Date specified in any such Termination Notice sent by the County pursuant to this Section shall be at least ninety (90) days after the date of such Termination Notice.

67.3 Termination by the County for Change in Control

In the event of a change of control of Contractor (as described below) resulting from a single transaction or a series of related transactions, the County shall have the right to terminate: (a) the Term of this Agreement with regard to the Services, or (b) any portion the Services (e.g., a Service Area or subcomponent), then being provided by Contractor by sending to Contractor a Termination Notice at least thirty (30) days before the Termination Date specified therein. Solely for purposes of this Section: (i) "control" means the legal, beneficial, or equitable ownership, direct or indirect, of more than fifty percent (50%) of the aggregate of all voting or equity interests in Contractor; and (ii) a "change in control" shall be deemed to have occurred whenever, as a result of a single transaction or a series of related transactions, a Person (or a group of Persons acting in concert) that had not previously had control of Contractor

obtains control of Contractor, in accordance with clause (i) of this Section, no fees shall be payable by the County to Contractor.

67.4 Termination for Default

67.4.1 County Right to Terminate

Notwithstanding anything to the contrary herein, the County shall have the right to terminate: (a) the Term of this Agreement with regard to the Services, or (b) any portion the Services (e.g., a Service Area or subcomponent), then being provided by Contractor by delivery of a Termination Notice to Contractor, if Contractor commits a Default under this Agreement. In the event of any such termination by the County for Default, Contractor shall nevertheless perform its Disentanglement obligations under this Agreement until they are fulfilled for up to one (1) year after the effective date of such termination. Any such termination shall not constitute the County's exclusive remedy for such Default, nor shall such a termination cause the County be deemed to have waived any of its rights accruing hereunder prior to such Default. If the County terminates the Term or any portion of the Services as a result of a claimed Default by Contractor pursuant to the terms of this Section, and Contractor does not agree that a Default was committed, then Contractor shall have the right to avail itself of all remedies available to it at law or in equity. In the event that it is subsequently and finally determined by a court of competent jurisdiction, or otherwise mutually agreed by the Parties in writing, that the circumstances claimed by the County to constitute a Default by Contractor, and that formed the basis of a termination of the Term of this Agreement or any portion of the Services by the County pursuant to this Section, did not in fact constitute a Default, then the Term of this Agreement, or applicable portion of the Services, shall be deemed to have been terminated by the County for its convenience, as of the Termination Date specified by the County in the Termination Notice originally delivered with respect to such termination shall thereafter in all respects govern such termination, except that any additional Fees and Interest, if any, payable to Contractor as a result thereof shall be deemed due and payable by the County no earlier than the date of such final determination or mutual written agreement.

67.5 By Contractor

Contractor may terminate this Agreement solely if: (a) the County has failed to make payments due and payable hereunder, (b) the aggregate total of such payments exceeds One Hundred Thousand Dollars (\$100,000), (c) such payment is not subject to a good faith dispute, (d) Contractor provides County with a minimum of ninety (90) days written notice after the payment's due date of its intent to terminate; and (v) no less than ninety (90) additional calendar days pass with such payment not having been made.

67.6 Termination by the County for Non-Appropriation

This Agreement is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each year during the Term of this Agreement. If such appropriations are not made, the Agreement will be terminated without liability to the County. Contractor acknowledges that funding or portions of funding for this Agreement may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Agreement without liability.

67.7 Termination for Incurred Liability

Notwithstanding anything to the contrary in Section 17, the County shall have the right to terminate: (a) the Term of this Agreement with regard to the Services, or (b) any portion the Services, then being provided by Contractor by delivery of a Termination Notice to Contractor at least ninety (90) days before the Termination Date specified therein.

67.8 Additional Termination Right of County

In the event Contractor, any of its Subcontractors, or any of each of their employees is or becomes debarred and declared ineligible, or voluntarily excluded from covered transactions with respect to all business with the United States Government, then the County shall have the right, at its option, to terminate the Term of this Agreement with regard to any or all of the Services without liability by delivering a Termination Notice.

67.9 Effect of Ending of Term

The expiration or termination of the Term shall not constitute a termination of this Agreement, and all terms and conditions of this Agreement shall continue in force and effect until all other duties and obligations of the Parties (including Contractor's Disentanglement obligations under Section 68 and the County's obligations under this Agreement to pay the applicable Fees for Services rendered) have been fully performed, discharged, or excused. In the event the County elects to terminate all or any particular portion of the Services pursuant to the terms of this Section 67: (a) Contractor shall perform its Disentanglement obligations under Section 68, to the extent applicable to the portion of the Services being terminated; (b) Contractor shall be entitled to the unpaid Fees for Services actually rendered up to and including the applicable Termination Date except in the case of non-appropriation under Section 67.5, in accordance with Schedule B; and (c) to the extent applicable to the portion of the Services being terminated, the County shall promptly pay any portions of previously earned Fees held back by the County in accordance with Schedule B and in connection with previously delivered partial or completed Deliverables or milestones.

68. DISENTANGLEMENT

68.1 General Obligations

In connection with any expiration or termination of the Agreement, or with termination of Contractor's performance of the Services, or any portion thereof (e.g., a Service Area or subcomponent), then being provided hereunder, Contractor shall take all necessary and appropriate actions to accomplish a complete, timely, and seamless Implementation from Contractor to the County, or to any third party service providers designated by the County, of the Services being terminated or expiring, without interruption or adverse impact on the Services, the Service Levels, or any other services provided to the County by third parties (all such actions, collectively, a "Disentanglement"). Contractor shall promptly cooperate with the County and any designated service providers, and take all steps necessary and appropriate, or reasonably requested, to assist the County in effecting a complete and timely Disentanglement, including the provision to the County and any designated service providers of all information necessary to effect the Implementation, and assume and continue the provision, of any terminated Service sufficient for reasonably skilled personnel to understand and operate those Services, subject to any such service providers agreeing to protect the confidentiality of Contractor's confidential information. For up to

twelve (12) months, Contractor shall provide for the prompt and orderly conclusion of all work related to the Services being terminated, as the County may direct, including completion or partial completion and documentation of all work in progress, and other appropriate measures to assure and effect an orderly Implementation to the County or its designated service providers. All actions performed and services provided by Contractor related to Disentanglement shall be deemed Services and all such Disentanglement Services performed by Contractor shall be at no additional cost to the County beyond what the County would have paid for the Services absent Contractor's performance of Disentanglement Services. Subject to Section 68.4.1, Contractor's obligation to provide such Disentanglement Services shall terminate on the earlier of (a) completion of Disentanglement satisfactory to the County, including performance by Contractor of all of its obligations pursuant to this Section 68, and (b) twelve (12) months after of the notice of termination of this Agreement or a portion of the Services, described in Section 68.2.

68.2 Disentanglement Process

In the event that the Term of this Agreement or any portion of the Services is terminated by either Party, the Disentanglement process shall begin on the date that any Termination Notice is delivered, or, if no Termination Notice has yet been delivered, the Disentanglement process shall begin on the expiration date of the Term (as applicable, the "Disentanglement Commencement Date") and, unless the Parties subsequently agree in writing to extend the Term, Contractor shall continue to provide Disentanglement Services, in accordance with this Section 10 or as the County reasonably requests, until the earlier of a Disentanglement satisfactory to the County has been completed, or a period that may last up to twelve (12) months after receipt of the notice of termination of this Agreement or a portion of the Services. As soon as reasonably practicable after the Disentanglement Commencement Date, Contractor and the County, and any third party service providers, shall confer and negotiate in good faith to reach mutual agreement on and document within thirty (30) days after such Termination Date, a written plan (a "Disentanglement Implementation Plan") that: (a) allocates responsibilities for Disentanglement and Implementation of the Services among the Parties and, to the extent applicable, such third party service providers; and (b) sets forth in reasonable detail the respective services to be provided by each of the Parties and such third party service providers, including all Disentanglement Services to be performed by Contractor. Unless otherwise agreed by the Parties in writing, such plan shall not in any respect lessen or eliminate Contractor's obligations under this Agreement to provide all Disentanglement Services reasonably requested by the County. Contractor shall update such Disentanglement Implementation Plan from time to time, as appropriate and subject to the County's reasonable approval, in order to address any impact of any unexpected changes in the Services or the observed Service Level performance, or the in hardware, Software, or other resources used to provide the Services, as such Disentanglement progresses. Contractor shall be required to perform its Disentanglement services on an expedited basis, as determined by the County, if the County terminates the Term or any portion of the Services.

68.3 Preparation for Disentanglement

68.3.1 Initial Preparatory Tasks

- (a) No later than thirty (30) days from the Disentanglement Commencement Date, Contractor shall develop and deliver to the County a detailed, accurate and comprehensive list (and location) of all Assets used by Contractor or any Subcontractor

in connection with the performance of the portion of the Services that is subject to termination;

- (b) Contractor shall, within thirty (30) calendar days of County's request prepare and pack up any Assets located in Contractor or Subcontractor facilities that are associated with the portion of the Services being terminated, and that are selected by County for conveyance to County or its designee; and, County shall remove all such Assets for shipment to County or its designee;
- (c) Contractor shall, within thirty (30) calendar days of the Disentanglement Commencement Date prepare, pack up and deliver for shipment to the County or its designee, all Documentation relating to the portion of the Services being terminated.
- (d) Contractor shall, within thirty (30) calendar days of the Disentanglement Commencement Date, develop and deliver to County or its designee, a detailed, accurate, current and comprehensive list of all Contractor and Subcontractor personnel supporting the Services being terminated as of and following the Disentanglement Commencement Date, which list shall include accurate and current contact information for each such person; and
- (e) Contractor shall require such of its personnel and personnel of its Subcontractors, as may be selected by the County, to attend any and all meetings scheduled by the County in connection with Disentanglement and relating to the transfer of the Terminated Services back to the County or its designee.

68.3.2 Up-to-Date Documentation

On each anniversary of the Effective Date throughout the Term, or at any time upon the County's request, Contractor shall provide to the County such Documentation and other information regarding the performance of Services, or the use, operation, support and maintenance of the RCMIS Systems and all associated Software (including any applications developed as part of the Services), Assets, hardware, networks and equipment, as is collectively sufficient to enable reasonably skilled personnel of the County, or reasonably skilled personnel of a third party service provider, to understand the provision of any terminated Services and the use, operation, support, and maintenance use of the RCMIS Systems.

68.3.3 Preparation for Successor to this Agreement

At any time or times during the Term, at the written request of the County, Contractor shall provide the County with any information that the County is entitled to receive under this Agreement that the County desires to use in preparing a request for proposal to solicit responses, or responding to proposals, for the purpose of entering into an agreement that would constitute the successor to this Agreement. Such requested information may include, among other things, current and projected transactional or other relevant volumes, resource utilization and performance statistics and trends, forms utilization, and such other information, statistics, and materials related to the provision of the Services or the use, operation, support, and maintenance of the RCMIS Systems as the County shall reasonably deem necessary or appropriate.

68.3.4 All Necessary Cooperation and Actions

Contractor shall take such additional actions and perform such additional tasks as are necessary, appropriate, or reasonably requested by the County, whether during the Term or during Disentanglement,

to ensure a timely and seamless Implementation, in accordance with this Section, including completely fulfilling all of Contractor's obligations under this Section to the reasonable satisfaction of the County.

68.4 Specific Disentanglement Obligations

During Disentanglement, as part of the Disentanglement Services, the Parties shall perform their respective obligations specifically identified below, with respect to the Services or, in the event of a termination of less than all of the Services, the portion of Services being terminated.

68.4.1 Extension of Services

The County may elect to delay the Expiration Date of any expiration or termination of all or a part of the Services by giving Contractor thirty (30) days' advance written notice to such effect, which notice shall specify the new expiration or termination date; provided that the County may not delay such expiration or termination, in the aggregate, more than one hundred and eighty (180) days following the originally specified Expiration Date of such expiration or termination, unless otherwise agreed by Contractor.

68.4.2 Data and Documentation

In addition to Contractor's obligations with regard to Documentation, Contractor shall deliver to the County or the County's designee, promptly upon the County's request, all Documentation and data related to the County or the performance of the Services, including all the County Data, then held by Contractor, and Contractor shall securely destroy, in accordance with the County's data and documentation destruction policies, all copies thereof not turned over to the County, all at no charge to the County.

68.4.3 No Interruptions or Adverse Impact

Contractor shall cooperate with the County and all of the County's other service providers to achieve a smooth Implementation, with no interruption of Services, no adverse impact upon the provision of Services or upon the achievement of Service Levels, no adverse impact upon the County's governmental activities, and End Users, and no adverse impact upon the provision of such third party services or their quality.

68.4.4 Payment for Disentanglement Services

The County shall pay for all Disentanglement Services if this Agreement is terminated as a result of a material breach by County, or County's exercise of its rights to terminate for convenience. Contractor shall pay for all Disentanglement Services if this Agreement is terminated as a result of a material breach by Contractor. Contractor shall provide an estimate to County of the number of FTE (full time equivalent) hours (and the applicable billing rate) required to perform the tasks comprising the Disentanglement as set forth in the Disentanglement Implementation Plan. County and Contractor shall negotiate in good faith and arrive at an agreement for such costs. Notwithstanding the foregoing, Contractor shall use commercially reasonable efforts to utilize its existing staff to perform all Disentanglement tasks without requiring additional FTEs and at no additional cost to County

For CONTRACTOR:

(Insert Contractor Name here)

ATTN:

Phone:

Email:

For COUNTY:

Project Management

County of Orange, Risk Management

ATTN:

Phone:

Email:

Contracts

County of Orange

CEO/IT/Division of Finance & Contracts

1501 East St. Andrew Place, 2nd Floor

Santa Ana, CA 92705

Attn: **Robin Rios**

Email: robin.rios@ceoit.ocgov.com

Model Contract Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below

CONTRACTOR*:

(DO NOT SIGN THIS PAGE AT THIS TIME)

Signature

Print Name

Title

Date

(DO NOT SIGN THIS PAGE AT THIS TIME)

Signature

Print Name

Title

Date

*** If the contracting party is a corporation, (2) two signatures are required as further set forth in this paragraph.**

The first signature shall be: (a) the Chairman of the Board; b) the President; or c) any Vice President. The second signature shall be a) the Secretary; or 2) any Assistant Secretary; or 3) the Chief Financial Officer; or d) any Assistant Treasurer.

.....
COUNTY OF ORANGE

A political subdivision of the State of California

By _____

Date _____

Approved by Board of Supervisors on: _____

ATTACHMENT A**SCOPE OF WORK****RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEM (RCMIS) SOLUTION****A. PURPOSE**

The County of Orange (“County”) seeks proposals from software vendors and service firms to provide a Commercial Off the Shelf (COTS) software for a Risk and Claims Management Information System solution that addresses the business needs of the County’s Office of Risk Management (“Risk Management”).

The Office of Risk Management oversees the insurance coverage for all risk exposures for the County including general liability, auto liability, auto physical damage, property, workers’ compensation (WC), and a number of other miscellaneous coverage’s. The County has high self-insured retentions (SIRs) for many of its risk exposures. Claims for general liability, auto liability, as well as first party auto and property losses are all handled within Risk Management. The County has approximately 500 to 600 liability claims reported annually, with approximately 500 current open claims and 150 claims in litigation. Risk Management staff currently utilizes the County’s proprietary Microsoft Access-based liability claims management system known as “LCMS” for managing these claims.

The County is seeking to procure a new Risk Management/Claims Management Information System (RCMIS) to functionally replace the current LCMS, and to provide the additional system capabilities needed to meet their requirements.

The County has determined the high-level priorities for the proposed solution. The proposed RCMIS solution requires a comprehensive, yet easy to use and well performing RCMIS solution that can be easily accessed by those who need it, but will be secure against access by those who do not. The proposed RCMIS solution should be flexible and highly configurable. Any functionality not needed should be easily hidden from the user. Likewise, any additional functionality and data elements needed by the County should be able to be added easily to the proposed RCMIS solution. The requirements that cover this area, the general access, use, and security of the system, are included in the “General System Usage” section of Appendix 2. They are of the highest priority to the County and are virtually all mandatory requirements. Any solution evaluated by the County will have to first meet these general requirements.

The proposed RCMIS solution is needed primarily to manage the County’s liability claims and verify payments, support ongoing litigation management activities, subrogate claims, meet regulatory requirements, and provide required information to Risk Management, as well as other County agencies and data partners (brokers, excess carriers, service providers, and regulatory bodies). Additional capabilities of the proposed RCMIS solution are important to the County, but are of secondary importance to these key functional areas. The following outlines the priorities of the County regarding the functionality and capabilities of the proposed RCMIS solution.

Priority #1: Liability Claims Management – Claims management is the most critical need for the County. The primary need for a new solution is for a liability claims management system, and it must provide comprehensive liability claims management functionality and fully support the County’s requirements for the administration of the County’s liability claims. (Reference Appendix 2-5)

Priority #2: Litigation Management – Approximately 30% of all liability claims are litigated and the overall costs to the County for its liability exposures is largely determined by the success of its litigation efforts. Any new solution must provide comprehensive litigation management functionality and fully support the County’s requirements for the litigation of liability claims.

Priority #3: Subrogation – Risk Management staff currently subrogate all non workers compensation claims. The proposed RCMIS solution must provide full subrogation capabilities and support these requirements. First party property claims will be managed in the proposed RCMIS solution for subrogation purposes. Therefore, the proposed solution must have the capability to support the entry and subrogation management for first party property, including

auto physical damage. Cases managed solely for subrogation purposes must be differentiated from the liability claims filed against the County by the general public.

Priority #4: First Party Property Loss – The proposed RCMIS solution must support the management and reporting of first party property claims in order to manage the excess recovery and reimbursement process. It must be recognized that in the future, the County may elect to track all property losses for risk management and/or risk mitigation/safety purposes using the proposed RCMIS solution.

Priority #5: Reporting and Analysis – The County is looking to obtain a solution with a comprehensive and easy to use reporting component in order to minimize the resources needed to meet its existing requirements, and to develop additional needed information products. The proposed RCMIS solution must have a highly capable integrated reporting component.

Priority #6: CAPS+ Integration – The County has specific procedures in place to control the process of making payments on liability claims. Requested payments are approved and made by the Auditor-Controller and entered into the accounting system when checks are issued. In order to accurately reflect the payment status and actual amounts paid, the proposed RCMIS solution must be able to integrate with the accounting system and receive and use the payment information from Auditor-Controller. The County uses the CAPS+ solution for their accounting function. CAPS+ has a very specific file format and structure that will be used to import payment information into the proposed RCMIS solution. The selected solution must be able to accept the CAPS+ import file and use the information to update the data managed within the proposed RCMIS solution.

Priority #7: “As of” Reporting – The current LCMS does not capture the transactional loss data required for “as of” financial reporting. On a go-forward basis it is expected the new solution will be transaction based, and must have this capability. Any acceptable solution must be transaction based. The County needs to report historical data on an “as of” basis if possible. The proposed RCMIS solution should evaluate the possibility of supplementing the current LCMS data during the conversion process with data generated from periodic backups of the database to create a “proxy” for transactional data. The County would like to evaluate the costs for the process required to do this and then will determine if this additional step will be performed.

Priority #8: CMS Reporting – Reporting of liability claims involving injury to Center for Medicare and Medicaid Services (CMS) is a federally mandated requirement and the solution must support full CMS eligible reporting capabilities.

Priority #9: General Risk Management – The County would like to track self-insurance programs and manage its excess policies within the proposed RCMIS solution. This will include managing and tracking specific exposure information. County will not use this functionality at initial implementation, but it must be considered for future implementation.

Priority #10: ISO Integration – The County currently uses ISO search capabilities to determine if a claimant has had a prior claim history with other organizations. This currently involves entering key claim information in the ISO web portal. The proposed RCMIS solution must be integrated with ISO for automation purposes.

Priority #11: Automobile Physical Damage Claims – The County currently manages first party auto physical damage claims within the LCMS system for the purpose of subrogation, or if the first party loss is associated with an auto liability claim. Though not currently done, the County needs the proposed RCMIS solution to fully support tracking all County auto physical damage claims for risk management and/or risk mitigation/safety purposes in a potential future version

Priority #12: Safety and Loss Prevention – The current LCMS system is not currently accessed by Safety staff and Safety activities are not tracked within the LCMS. The proposed RCMIS solution must provide Safety staff with viewing access to claims data, and provide future access for additional Safety activities.

A. BACKGROUND

Risk Management Roles and Responsibilities

The Risk Management staff consists of seven to ten professionals who are responsible for the following functional areas.

Risk Management and Analysis – Provides general risk management oversight and risk-related reporting and analysis; develops and maintains the structure of insured and self-insured programs; responds to regulatory requirements; and provides agency support for their risk management needs.

Liability and Property Claims Management – Risk Management maintains its own staff of four Claims personnel for the management of liability claims and property losses. There are currently two Claims Representatives, one Assistant Claims Manager and one Claims Manager on staff. All staff members have active caseloads.

Clerical Support – Risk Management has three full-time clerical support staff to manage the Diary and Litigation Log, research check payment status, and provide other numerous support functions.

Workers' Compensation Program Administration – The County is self-insured for Workers' Compensation (WC) coverage and WC claims are currently administered by third party claims administrator (TPA) York Risk Services Group (York). Risk Management has a WC Program Manager and two WC staff specialists that manage the program.

Subrogation – County claims representatives provide subrogation services for liability and property claims. WC subrogation is handled by York staff.

The County's requirements for risk management information have been steadily expanding. However, the existing LCMS, which was custom developed to manage the County's liability claims, has not been significantly modified since its original deployment.

The Current Liability Claims Management System (LCMS)

In the late 1990's, the County hired a consulting firm to develop the LCMS for Risk Management. The system was completed and implemented in 1999. At that time, the County intended that the LCMS would serve as an interim financial solution until a fully functional claims management system could be acquired. However, the LCMS database has been used as the sole source for all of the County's liability claims management, reporting, and analysis needs since its original deployment.

The current LCMS utilizes Microsoft Access for the user interface, and the data is stored and accessed via a Microsoft SQL Server database. The LCMS has limited functionality for the support of litigation management and diary activities, and the capabilities required by the County are not supported. Risk Management has developed two standalone Access applications to supplement these two functions. The additional components, the Litigation Log and the Diary, both use Access "mdb" files as their data repositories. There are currently approximately 25,000 claims retained within the LCMS, however only minimal data is captured.

Risk Management is currently using a mixed Microsoft and Apple Macintosh computing platform. Risk Management staff access network applications via several network servers running Microsoft Server 2003. They are currently using Apple Macintosh workstations running the Microsoft Windows 7 operating system and the Microsoft Office 2010 suite of tools (Excel, Word, Access, and PowerPoint). An Access 2003 runtime module runs on a virtual server in order to support the current LCMS user interface. Microsoft Exchange 2010 with UnitySync is used for email and access to the Internet is via Microsoft Internet Explorer. The Diary System and Litigation Log applications run on Access 2010.

Network servers supporting Risk Management run on a fixed backup schedule managed by the Information Technology (IT) Department. Backups run automatically each night. A standard backup is also performed each Thursday after hours to back up the LCMS' SQL Server database. After each month end, Risk Management also creates a Microsoft Excel export file of the LCMS database content which is saved onto Risk Management's shared network drive (which is also backed up during the normally scheduled backups).

The County is currently in the process of implementing an Identity Management Solution to manage County employee access to, and single sign-on for, all County and third party provided systems and applications, including those hosted by third party providers. The County's Identity Management Solution will be used to provide access to the proposed RCMIS solution. An interface specification document capturing integration requirements of the Identity Management Solution will be provided to the selected vendor prior to contract negotiations.

There are several systems associated with Risk Management's operations; however, none are directly integrated with the LCMS. An indirect integration exists from CAPS+, the County's accounting system, to the LCMS. All information and activities regarding payroll, accounting, and human resources are managed within CAPS+. A download of payment information from CAPS+ to the LCMS is performed manually and the County would like to continue with the current processes for the immediate future. The ability to continue the manual CAPS+ integration is required for the initial implementation and the selected RCMIS solution must be able to except a regular periodic data feed using the exported file. The CAPS+ file currently exported is a fixed width file that contains a record for each payment transaction, as well as required header and footer records in the CAPS+ specified format. The fields currently included in the CAPS+ export file are included in the list of data elements outlined in the CAPS+ documentation (See Appendix 6). Automated integration from the RCMIS to CAPS+ with payment request information will be implemented in the future. The CAPS+ system has very specific integration/interface requirements and the proposed RCMIS solution must meet these specifications. The County must be able to easily add this automated integration. The proposed RCMIS solution must be able to create a file with specific content in a pre-defined file format for CAPS+ integration. These requirements are fully described in the County's "CAPS+ Financial/Purchasing - Inbound Interface Design - General Accounting Expense (GAI) - Design Template."

Risk Management requires the proposed RCMIS solution to capture and securely store an increasing number of comprehensive claims and financial information; better manage claims; improve operating efficiencies; and to provide claims volume and cost analytics, as well as other key metrics to Risk Management and other County agencies. The proposed RCMIS solution must also include enhanced reporting capabilities enabling Risk Management to be more proactive, and to provide agencies with comprehensive and informative reports and information products regarding their loss activity.

C. CONTRACTOR'S RESPONSIBILITIES (MANAGED SERVICE PROVIDER):

Contractor will be responsible for providing, within County-defined requirements and identified Service Levels, comprehensive web-based RCMIS software, site configuration, data conversion, interface development, implementation, testing and acceptance, professional services, infrastructure hosting and management services, RCMIS application maintenance and support services, RCMIS advisory and end user support services.

Bidders shall respond to each requirement listed with this section by completing Schedule 2, Proposed Solution Response Worksheet.

Contractor shall perform services as follows:

1. **Software:** Contractor shall provide the RCMIS Software as specified in Attachment E.
2. **Implementation, Testing and Acceptance:** Contractor shall perform and complete the services, tasks, and obligations in accordance with Attachment D, "Implementation Plan/Testing and Acceptance Procedures." Said tasks shall include, but shall not be limited to:
 - a. Contractor shall deliver the proposed RCMIS solution according to the terms specified in this Scope of Work.
 - b. Contractor shall provide professional services to implement the RCMIS Software and integrate it with other County software solutions such as the County Accounting and Payroll System (CAPS+) and the ISO web portal, etc. based on mutually agreed use-case(s) and/or business processes as specified by the County herein. Integration shall be through industry-standard interfaces. Use cases will only be provided to this RFP's finalists. (Reference Appendix 6)

- c. Configuration, Customization, Report Development and Data Conversion Support – Contractor shall provide the proposed RCMIS solution and any necessary configuration changes, customization and data conversion support to meet county requirements, documented herein.
 - d. If the proposed RCMIS solution and its implementation require substantial configuration, customization, and/or a time-phased, deliverable based approach to satisfactorily meet Risk Management’s business requirements as stated in the Scope of Work, please provide details of the approach and the applicable timeline.
 - e. The proposed RCMIS solution, integration testing and user acceptance shall be part of the Contractor’s implementation plan. Describe your methodology and approach for ensuring project and product quality which include functional and non-functional (performance/stress) system testing, system integration testing and user acceptance testing.
3. **Staffing:** Contractor shall provide adequate staff, as set forth in Attachment C, to perform the services listed in this Contract in a manner satisfactory to the County.
 4. **Documentation:** The Contractor shall provide County with and maintain a comprehensive manual(s) to document the Software functions, guide trained users and train future users as specified in paragraph 22 of the Model Contract.
 5. **Software Annual Maintenance, Upgrades and Support Services:** Contractor shall provide Annual Maintenance and Support as set forth in Attachment E and paragraph 32 of the Model Contract.
 - a. Contractor shall provide less than 24-hour turnaround bug fix support for High (Priority One) and Medium (Priority Two) RCMIS software and hardware incidents.
 - b. Contractor must offer updates, upgrades, patches, fixes, etc. to RCMIS Software at no additional cost. See definitions of Updates and Upgrades under Definitions and paragraph 32 of the Model Contract.
 - c. Contractor shall use commercially reasonable efforts to provide modifications or upgrades to the Software to retain compatibility and integration with future Microsoft Office products.
 - d. Contractor’s software maintenance and warranty services will extend to all configurations and customizations, report development and data conversion efforts included in the solution implementation.
 6. **Training:** Contractor shall provide comprehensive hands-on training and instruction material on how to administer and use the RCMIS software as set forth in Attachment F. Contractor shall offer several training methods and curriculums to meet the varied roles of County staff. County requirements include:
 - a. Contractor shall provide administrator training.
 - b. Contractor shall offer end-user training.
 - c. Contractor shall offer multiple training options for staff in technical and specialist areas such as site management, creating templates and workflows.
 7. **Infrastructure Management Service:** Contractor will be responsible for end-to-end, secure hosting, infrastructure management services including technical support of all hardware and software required to operate Contractor’s proposed RCMIS software. Contractor’s infrastructure management services shall include all services as specified in Attachment G.
 8. **Application Management Service:** Contractor shall provide end-to end application management services as specified in Attachment H.

D SOFTWARE CAPABILITY REQUIREMENTS

Appendices 2, 3, 4 and 5, provide detailed and prioritized requirements specifications for each of the following functional areas. **Each Appendix will have questions in some OR all of the functional areas listed below.**

- Functional Area ONE - General System Usage
- Functional Area TWO - Claims Management, General and Automobile Liability
- Functional Area THREE - Claims Management, Property Loss (first party)
- Functional Area FOUR- Claims Management, Automobile Physical Damage (first party)
- Functional Area FIVE - Litigation Management
- Functional Area SIX - Subrogation
- Functional Area SEVEN - Safety and Loss Prevention
- Functional Area EIGHT - Other Agency Requirement
- Functional Area NINE - Risk Management
- Functional Area TEN - Reporting and Analysis

Contractor's Software will be evaluated for its capability to meet the requirements specified in the appendices. Contractor shall provide a self-assessment of the software capability relative to the requirements and use the response key and comments columns to convey how well the Contractor's software solution meets the County's needs:

- **Appendix 2:** lists the Software requirements ranked by the County as **Mandatory (1)** and **High (2)** priority
- **Appendix 3:** lists the Software requirements ranked by the County as **Medium (3)** priority
- **Appendix 4:** lists the Software requirements ranked by the County as **Low (4)** priority
- **Appendix 5:** lists future needs of the County's Risk Management Department
- **Appendix 6:** lists the interface requirements to the County's CAPS+ system and the ISO

Contractor is required to respond to all of the short answer, narrative questions provided in Appendix 1.

ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

(Complete and submit as #4, in Part 3 of Section II – Proposal Response Requirements)

1. **COMPENSATION:** This is a fixed price Contract between the County and the Contractor for the goods and services as set forth in this Contract. The Contractor agrees to supply all goods and services to provide and fully implement the Software solution including: Software license, implementation, Software integration, Software training services, Documentation, as well as, Annual Software Maintenance and Support. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment.

2. **PAYMENT SCHEDULE:**

NOTE: Contractor should submit costs for the software solution(s) contained in this proposal.

Risk and Claims Management Information System Software	Mandatory and High Priority Software Features (see Appendix 1)	Medium Priority Software Features (see Appendix 2)	Low Priority Software Features (see Appendix 3)
Year One Potential Costs			
Software License Fee:	\$	\$	\$
Perpetual License	\$	\$	\$
Annual License	\$	\$	\$
Implementation and Integration Service Fee – Attachment D	\$	\$	\$
Annual Software Upgrade and Maintenance Fee – Attachment E	\$	\$	\$
Software Training, Manuals and Documentation Service Fee - Attachment F	\$	\$	\$
Infrastructure Management Service Fee – Attachment G	\$	\$	\$
Application Management Service Fee – Attachment H	\$	\$	\$
TOTAL YEAR ONE COST	\$	\$	\$

Year Two Costs			
Annual License (if any)	\$	\$	\$
Annual Software Upgrade and Maintenance Fee	\$	\$	\$
Annual Infrastructure Management Service Fee	\$	\$	\$
Annual Application Management Service Fee	\$	\$	\$
TOTAL YEAR TWO COSTS	\$	\$	\$

Year Three Costs			
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Annual License (if any)	\$	\$	\$
Annual Software Upgrade and Maintenance Fee	\$	\$	\$
Annual Infrastructure Management Service Fee	\$	\$	\$
Annual Application Management Service Fee	\$	\$	\$
TOTAL YEAR THREE COSTS	\$	\$	\$

Year Four Costs			
Annual License (if any)	\$	\$	\$
Annual Software Upgrade and Maintenance Fee	\$	\$	\$
Annual Infrastructure Management Service Fee	\$	\$	\$
Annual Application Management Service Fee	\$	\$	\$
TOTAL YEAR FOUR COSTS	\$	\$	\$

Year Five Costs			
Annual License (if any)	\$	\$	\$
Annual Software Upgrade and Maintenance Fee	\$	\$	\$
Annual Infrastructure Management Service Fee	\$	\$	\$
Annual Application Management Service Fee	\$	\$	\$
TOTAL YEAR FIVE COSTS	\$	\$	\$

Year Six Costs - If Extended			
Annual License (if any)	\$	\$	\$
Annual Software Upgrade and Maintenance Fee	\$	\$	\$
Annual Infrastructure Management Service Fee	\$	\$	\$
Annual Application Management Service Fee	\$	\$	\$
TOTAL YEAR SIX COSTS	\$	\$	\$

Year Seven Costs - If Extended			
Annual License (if any)	\$	\$	\$
Annual Software Upgrade and Maintenance Fee	\$	\$	\$
Annual Infrastructure Management Service Fee	\$	\$	\$
Annual Application Management Service Fee	\$	\$	\$
TOTAL YEAR SEVEN COSTS	\$	\$	\$

3. PAYMENT TERMS:

- a. Perpetual License and Implementation: For all Perpetual License and Implementation and Integration charges, invoices are to be submitted to the address specified below, upon acceptance of the Software by County, in accordance with Paragraph F, "Acceptance," of this Contract.
- b. Recurring Annual Fees: Invoices for any Annual License, Annual Software Upgrade and Maintenance Fee, Annual Application and Infrastructure hosting Fee and Annual Application Management Service fee will be submitted annually in advance to the address specified below.
- c. Training: For all Training charges, invoices are to be submitted in arrears upon completion of Training services.

Contractor shall reference Contract number on invoice. Payment will be net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and

subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

4. PAYMENT/INVOICING INSTRUCTIONS:

The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

- i. Contractor's name and address
- ii. Contractor's remittance address (if different from 1 above)
- iii. Name of County agency department
- iv. County Contract number
- v. Service date(s)
- vi. Service description
- vii. Contractor's Federal I. D. number
- viii. Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoices and support documentation are to be forwarded to:

County of Orange – Risk Management
600 W. Santa Ana Blvd., Suite 104
Santa Ana, CA 92701
Attention: Risk Manager

ATTACHMENT C

STAFFING PLAN

(Complete and submit as #3.a., in Part 3 of Section II - Proposal Response Requirements)

Staff to perform Contract duties

Name	Staff Role on the implementation Project	Qualifications (attach resumes) relative to staff's role on the implementation project

*Contractor shall obtain approval from County's project manager in advance and in writing prior to making any substitutions for individual project team members.

ATTACHMENT THE

IMPLEMENTATION PLAN, ACCEPTANCE AND TESTING PROCEDURES

(Complete and submit as #5, in Part 3 of Section II - Proposal Response Requirements)

1. In this section, Contractor will provide an Implementation Plan and Acceptance and Testing Procedures to be utilized to ensure that services are provided in compliance with County specifications and requirements which include, but may not be limited to the following:
 - a. Contractor shall deliver Software(s) with the appropriate configurations and customizations to support the County of Orange Risk Management department’s requirements at the end of the implementation phase as specified in the contract.
 - b. Contractor shall provide professional services to implement the proposed RCMIS solution (includes project management, solution and report development, data conversion, and testing).
 - c. Software configurations, customizations, functional and non-functional system testing, data conversion, report development and testing, system integration testing and user acceptance testing are all part of the Contractor’s implementation plan.
 - d. Contractor shall integrate the proposed RCMIS software solution with other County software solutions including the County Accounting and Payroll System (CAPS+) and the ISO web portal, based on mutually agreed interface requirements (Appendix Six) and/or business processes specified herein. Integration must be through industry standard interfaces.

Qty	Description	Unit Price	Line Total
	One-time System Installation, Setup, Data Conversion, and Configuration Service Fee -Itemize, describe and price all the services that are included or optional and those that are excluded		
	Included:		
	Optional:		
	Excluded		
Qty	Description	Unit Price	Line Total
	One-time Project Management and Implementation Service fee -Itemize, describe and price all the services that are included or optional and those that are excluded		
	Included:		
	Optional:		
	Excluded:		
Qty	Description	Unit Price	Line Total

	One-time Customization Service Fee -Itemize, describe and price all the services that are included or optional and those that are excluded		
	Included:		
	Optional:		
	Excluded:		
Qty	Description	Unit Price	Line Total
	One-time Report Development Service Fee -Itemize, describe and price all the services that are included or optional and those that are excluded		
	Included:		
	Optional:		
	Excluded:		
	One-time Interface Development and Integration Service Fee -Itemize, describe and price all the services that are included or optional and those that are excluded		
Qty	Description	Unit Price	Line Total
	Included:		
	Optional:		
	Excluded:		
Qty	Description	Unit Price	Line Total
	One-time Testing and Acceptance Service Fee -Itemize, describe and price all the services that are included or optional and those that are excluded		
	Included:		
	Optional:		

	Excluded:		
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2. For the proposed Software solution, Contractor shall respond to the following questions:

- a. Describe your implementation plan for the software features outlined in Appendices Numbered 2-5. Include a detailed, resource loaded project schedule with tasks, durations, dependencies, start and end dates that includes County and Contractor resources required for implementation.
- b. Describe in detail the scope, level of effort, schedule for configuration, customization, report development and data conversion required to meet the County’s requirements.
- c. List your implementation team and the experience and qualifications of each person.
- d. Describe your methodology and approach for ensuring project quality and how project risks will be managed and mitigated.
- e. Describe your methodology and approach for ensuring product quality which includes requirements traceability, functional and non-functional (performance/stress) system testing, system integration testing and user acceptance testing. Please provide a comprehensive test plan.
- f. If the proposed RCMIS solution and its implementation will require substantial configuration, customization, and/or a time-phased, deliverable based approach to satisfactorily meet Risk Management’s business requirements as stated in the scope of work, please describe the details of the approach and the applicable timeline.
- g. Describe your methodology and approach for design, development and implementation of the RCMIS system interfaces and integration with County’s CAPS+ system and the ISO portal. (Interface specifications are described in Appendix 6)

**ATTACHMENT E
SOFTWARE, ANNUAL MAINTENANCE AND SUPPORT**

(Complete and submit as #6, in Part 3 of Section II – Proposal Response Requirements)

a. Contractor shall provide County with the following Software:

Requested Software Features	Software Name and Version	Type of Enterprise License (Perpetual or Annual)	Level of Support (e.g., 5x8, 24x7)
RCMIS - Mandatory and High Priority Features (see Appendix 2)			
RCMIS - Medium Priority Features (see Appendix 3)			
RCMIS - Low Priority Features (see Appendix 4)			
RCMIS - Interfaces (see Appendix 6)			

b. Contractor shall provide Annual Maintenance and Support that, at a minimum, meets the following requirements:

- 1) Contractor shall provide all RCMIS software maintenance and warranty updates, upgrades, patches, fixes, etc. at no additional cost. See definitions of Updates and Upgrades under Definitions and paragraph 32 of the model contract.
- 2) Contractor’s software maintenance and warranty services will extend to all configurations and customizations, report development and data conversion efforts included in the solution implementation.
- 3) Contractor shall provide less than 24-hour turnaround bug fix support for High (Priority One) and Medium (Priority Two) RCMIS software incidents.
- 4) Contractor shall use commercially reasonable efforts to provide modifications or upgrades to the Software to retain compatibility with future Microsoft Office products.
- 5) On-Call Support- Provide phone/online support to identify and correct bugs between releases, based upon the contracted service response level.

c. For the proposed software solution, Contractor shall describe the following:

- 1) Describe the level of maintenance and support that will be available after implementation.
- 2) What are the methods for contacting your technical support? What are the hours of operation?
- 3) How are County requests for minor and major enhancements and customization handled?
- 4) Do you measure your average and maximum response time for incidents, inquiries, and customer problems? Please explain and provide these times.
- 5) Describe what Software Annual Maintenance and Support you are proposing for the County?
- 6) Indicate if your company has a formal users' group. If so, is there one in Orange County?
- 7) What is your release strategy and how does it relate to customer customizations?
- 8) Please describe your development model and how you address migration control/new releases.
- 9) How is update versions to the Software handled?
- 10) How are patches / maintenance releases applied/deployed?
- 11) What is the scheduled release cycle?
- 12) How are Updates and fixes deployed/applied?
- 13) What is your policy regarding the source code?
- 14) Provide a recent history of system enhancements.
- 15) Provide a detailed description of bug fixes, feature upgrades, release schedule, product roadmap etc. that will be provided to the County for the payment of the annual software maintenance and support fee.

Qty	Description	Unit Price	Line Total
	Annual Software Maintenance and Support Fee -Includes production instances, DEV/Test and DR instances -Itemize and describe bug fixes and maintenance;, release schedule and product roadmap details included and those that are excluded		
	Included:		
	Optional:		
	Excluded:		

ATTACHMENT F
TRAINING AND DOCUMENTATION

(Complete and submit as #7, in Part 3 of Section II – Proposal Response Requirements)

- a. Contractor shall meet the training requirements set forth below:
- 1) Contractor shall provide administrator training.
 - 2) Contractor shall provide a knowledge transfer plan to insure proper training of County employees.
 - 3) Contractor shall offer end-user training via a live or recorded webinar to meet county's specific training needs.
 - i. Contractor shall provide instructional videos of specific RCMIS functionality such as using a particular module, and step-by-step instructions on how to use the Proposed Solution.
 - ii. Contractor shall provide an online help directory and printable user guides and manuals on how to use the Proposed Solution.
 - iii. Contractor shall provide continuous user training on newly released product features and functionality per the training methods listed above.
 - iv. Contractor shall offer multiple training options for staff in technical and specialist areas such as site management, creating templates and workflows.
- b. Contractor shall provide responses to following questions for the proposed software solution:
- 1) Describe your process for software knowledge transfer and training.
 - 2) What types of training does your company offer (on-site, web-based, etc.)?
 - 3) If offered, describe your various training options for staff in technical and specialist areas such as site management, creating templates and workflows.
 - 4) Detail your proposed training plan including type of County staff (e.g., IT staff vs. end users) number trained, method of training, and length of training (number of hours).
 - 5) Itemize each training component, unit cost and fees associated with providing the requested services. Please, provide a list of exclusions and optional services along with associated costs and fees in the following table:

Qty	Description	Unit Price	Line Total
	One-time Documentation Service Fee -Itemize, describe and price all the services that are included or optional and those that are excluded		
	Included:		
	Optional:		
	Excluded:		
Qty	Description	Unit Price	Line Total
	One-time Training Service Fee -Itemize, describe and price all the services that are included or optional and those that are excluded		
	Included:		
	Optional:		
	Excluded:		

ATTACHMENT G**INFRASTRUCTURE MANAGEMENT SERVICES**

(Complete and submit as #8, in Part 3 of Section II – Proposal Response Requirements)

Contractor will be responsible for end-to-end, secure hosting and technical support of all hardware and software required to operate Contractor's proposed RCMIS software. Contractor's Infrastructure Management Services shall include:

1. Hosting Facility

Contractor's RCMIS solution shall be hosted in a highly secure data center that has multiple Internet Service Provider pipes, sufficient Internet bandwidth, computing capacity, security, storage, monitoring, disaster recovery and IT service management and Incident response processes to meet County technical requirements, security requirements and Web site performance metrics. The County wishes to procure a turnkey solution. Contractor shall provide all hardware and software required to operate the RCMIS software within County defined service requirements and performance targets.

Contractor's data center shall be designed and operated as a Tier II or greater facility that provides redundant uninterruptible and backup power, environmental controls and business-class Web site hosting.

- A. Contractor's data center shall have strong access controls and secure practices, such as specialized authorization system(s), in effect at all times to prevent unauthorized physical and virtual access to hosted County systems.
- B. Contractor's data center facility should function when off the power grid using a back-up generator or other source of electricity.
- C. County servers and network equipment hosted at the data center shall be properly secured from the threat of cyber hackers and viruses through appropriate intrusion detection tools, proactive 24x7x365 monitoring and prompt installation of new software updates, hot fixes and security patches.
- D. At a minimum, Contractor shall provide infrastructure and support for two (2) environments; one to run a production instance of RCMIS software; and another for the development/test instance of RCMIS software.
- E. The production instance of RCMIS software shall include a disaster recovery solution and plan that will enable RCMIS software service delivery to resume as normal within 24 hours of experiencing a critical system failure or catastrophic event that prevents RCMIS software from functioning properly in accordance with County Availability requirement.
- F. Contractor disaster recovery services shall be tested prior to the County going live with the production instance of RCMIS software, and annually thereafter.
- G. Contractor shall disclose to the County any data center security audits performed within the last five (5) years.

- H. Contractor shall cooperate with any County on-site audit or penetration test of Contractor managed systems.

2. Architectural, Performance, Sizing and Capacity Planning Services

Contractor shall provide system architectural, sizing and capacity planning recommendations that will enable production RCMIS website to operate at optimal performance and within acceptable County Service Levels at all times.

- A. Contractor shall architect production RCMIS website to meet County performance, security and infrastructure requirements.
- B. Contractor shall conduct routine architectural, capacity and operational reviews of the County's production RCMIS software environment and, at a minimum annually, recommend and implement architectural improvements to improved RCMIS software performance, Availability, reliability and sustainability in accordance with County minimum performance targets.

3. IT Service Management

Contractor shall manage the RCIMS software and all supporting software and hardware environments under a consistent set of IT life cycle service management framework that utilizes industry standards and best practices such as those found in BSI 15000, ISO 9000, ISO 17799, ISO 20000, COBIT and ITIL/ITSM.

- A. Contractor shall perform proactive and reactive operational support tasks that will result in the fulfillment of County RCIMS Service Level requirement performance targets RCIMS Performance and Service Levels.
- B. Contractor shall perform 24x7x365 Incident logging, troubleshooting, resolution and escalation per Incident Service Level requirements.
- C. Contractor shall perform routine health checks of County systems daily, record results and make them available to the County upon request within five (5) business days' notice.
- D. Contractor shall perform system changes in accordance with an agreed upon change management and notification process.
- E. Contractor shall perform routine system maintenance and planned system changes within an agreed upon Maintenance Window or County agreed upon schedule.
- F. Contractor shall perform and retain hot and cold backups of the systems that support County Web sites in accordance with County Availability requirements and County backup and restore requirements.

4. Other Software Licensing, Maintenance and Support

Contractor shall be responsible for providing the County with other software licensing, installation, maintenance and support for all Contractor hosted environments (production and test/development). This includes database, middle-ware, web service layers and hardware operating system and required to deliver the RCMIS solution.

- A. Contractor shall provide all other software licensing, installation, maintenance and support services for each County environment (production and development/test) hosted by Contractor.
- B. Contractor shall provide proactive monitoring of all RCMIS application components to recommend and perform appropriate corrective action when conditions exist that place RCMIS solution and related systems at risk of technical failure, service degradation or a service Outage.
- C. Contractor shall perform RCMIS application performance tuning as deemed necessary to enable the RCMIS application to perform within County-specified Service Levels.

5. RCMIS Application Performance Testing, Monitoring and Reporting

To ensure the RCMIS software solution performs at desired levels, Contractor will be required to test, monitor and report on RCMIS application performance activity.

- A. Contractor shall monitor the customer's experience using RCMIS application to ensure that the application and its interfaces are performing within County defined performance levels.
- B. Contractor shall document RCMIS application performance issues and notify County contacts via e-mail when performance levels are below acceptable levels.
- C. Contractor shall identify the root cause of performance degradation and take corrective action to resolve issues and promptly bring performance back within acceptable levels.
- D. Contractor shall provide monthly reports that demonstrate RCMIS application performance. Report format and content shall demonstrate actual performance levels produced in comparison to established performance metrics.
- E. Contractor shall perform system stress test of the RCMIS solution using an agreed upon test script prior to implementation of the RCMIS solution on the production instance as well as through the duration of the agreement as and when major application or module changes are introduced into RCMIS.
 - a) Contractor shall initiate web site system stress testing when application changes are applied, or as deemed necessary by the County, to ensure the RCMIS environment remains capable of meeting defined performance levels.
 - b) Contractor shall develop reusable RCMIS stress test scripts.
- F. Contractor shall report and initiate appropriate corrective action on production RCMIS instance when stress test results do not meet site performance requirements

6. Security

- A. All hosted infrastructure must be located behind a firewall in a DMZ, and have a dedicated scheme on a database server allowing access only from the County of Orange;
- B. Firewall rules must conform to "Best Practices" and Contractor must routinely review logs;
- C. Intrusion Detection must be deployed and monitored 24 x 7 x 365;

- D. The County of Orange reserves the right to randomly review Contractor's firewall and IDS logs relative to County data;
- E. Passwords must be securely stored with at a minimum of either 256 bit encryption; a cryptographic hash function, or other technology as will be made available in the future,
- F. Anti-virus software must be running on all computing resources (servers, PC's, etc.) with the most up-to-date signature files;
- G. Software and hardware patches will be applied based on risk/value at the discretion of Contractor;
- H. Data must be transmitted using a secure transaction. Bulk file transfers must use County's secure FTP solution;
- I. All sessions must be encrypted with 128 bit encryption;
- J. There will be no thick client piece to be installed or supported at the host level and all access to the application will be through a web browser such as internet explorer;
- K. Each user must have a unique account that supports strong, non-repudiation with audit capabilities;
- L. Contractor must have independent Third Party security audits performed annually and a copy of the report must be provided to the County. Reports from any additional security audits must also be provided to the County;
- M. Contractor must comply with all applicable statutes and regulations concerning the privacy and confidentiality of information (GLB, HIPAA, AB1386, etc.);
- N. Upon County request, Contractor must provide the County a copy of their System Reuse and Mass Storage Decommissioning Policies;
- O. Contractor must immediately notify the County of any and all Intrusions, Security Violations and/or Incidents. The County of Orange reserves the right to participate in any consequential investigation at the level of involvement deemed necessary by the County;
- P. The above requirements will be reviewed by the County and Contractor annually, and upgraded to reflect changes in "Best Practices" and technology.

7. INFRASTRUCTURE AND APPLICATION PERFORMANCE AND SERVICE LEVELS

Contractor will be responsible for meeting County RCMIS site Availability and performance targets and support Service Levels. Contractor shall retain the requisite personnel, processes, facilities and infrastructure to ensure County metrics and service requirements are met in accordance with the agreement.

Contractor RCMIS site Performance and Service Levels shall include:

Section #	Service Requirement	Service Measure	Performance Target	SLR Performance %
2.1	Availability			
2.1.1	RCMIS Application Uptime	RCMIS Application Availability	99.9%	100%
2.1.2	RCMIS Infrastructure Uptime	RCMIS Infrastructure Availability	99.5%	100%
2.1.3	Disaster Recovery	Time to recover	24 hour RTO (reference 4.1.7)	100%
2.2	Performance			
2.2.1	RCMIS Performance	Performance	10 concurrent users at sub-second page response	100%
2.2.2	Concurrent RCMIS Users	Performance	Support a minimum of 10 concurrent RCMIS users	100%
2.3	IT Service Management			
2.3.1	System Monitoring	Reports	24x7x365	100%
2.3.2	Incident Resolution (reference table A for priority level definitions and ITSM requirement)			
2.3.2.1	Incident Notification Priority 1-2	Time to respond	< 5 minutes	98%
2.3.2.2	Incident Notification Priority 3	Time to respond	< 10 minutes	98%
2.3.2.3	Incident Resolution Priority 1	Time to resolve	< 1 hour	98%
2.3.2.4	Incident Resolution Priority 2	Time to resolve	< 2 hours	98%
2.3.2.5	Incident Resolution Priority 3	Time to resolve	< 4 hours or within an agreed upon timeframe	98%
2.3.2.6	Incident Root Cause Analysis Priority 1 and 2	Time to report	Within 24 hours of Incident Resolution for technical issues	98%
2.3.2.7	Incident Logging and Tracking	Report	All Incidents	100%
2.3.2.8	Incident Log Retention	Report	Throughout contract	100%
2.3.3	Perform Routine Health Checks and Log Findings	Report	Daily	100%
2.3.4	Performance and Capacity Reports	Report	Monthly	100%
2.3.5	Platform Operational Review & Enhancement	Report	Annually	100%
2.3.6	Backup and Restoration (reference requirement 4.3.6)			
2.3.6.1	System Backup	Report	Weekly	100%
2.3.6.2	Data Backup	Report	Daily	100%

Section #	Service Requirement	Service Measure	Performance Target	SLR Performance %
2.3.6.3	Data Restoration	Report	1 Calendar Day	100%
2.3.7	Content and Audit Log Archive	Report	2 Years	100%
2.3.8	Planned Maintenance Change Window	Schedule	Any Sunday 3am-5am PST	100%
2.4	Security			
2.4.1	Prevent Unauthorized Access to County RCMIS web site	Security breach prevented	Unauthorized individuals and systems will be prevented from entering the County's RCMIS Web site environment.	100%
2.4.2	Security Intrusion Detection Monitoring and Reporting	Report	Monitor 24x7x365 Report Monthly	99.9%
2.5	Service Desk			
2.5.1	Routine Support Availability	Schedule	Monday-Friday 8am-5pm PST, excluding County Holidays (reference 7.2.2)	100%
2.5.2	After Hours Support Availability	Schedule	24x7x365 (reference 7.2.3)	100%
2.5.3	Service Desk Support Resolution	Time to resolve	< 1 hour < 2 hours	90% 10%

A) Incident Resolution Definitions

Incident Priority Level	Description
1 – High (Emergency/Urgent)	Incident or problem is causing RCMIS site downtime, is causing major Web site performance degradation, is preventing a functional component on the RCMIS site from working properly, or the County is not able to use the RCMIS.
2 – Medium	The Incident or problem is preventing a RCMIS module/component from functioning within the RCMIS site.
3 – Low	An Incident that has little impact on RCMIS site or RCMIS user experience and can be handled on a scheduled basis. A Workaround is available.

B) Contractor shall provide responses to following questions for the proposed infrastructure management services:

- 1) Provide a detailed description of your infrastructure hosting facility, including details about physical security, video surveillance, power management, heating, ventilation, air conditioning (HVAC), fire suppression, Internet connectivity, network type and ISP carrier information.
- 2) Describe whether the security at the hosting facility is SAS70 or ISO27001 compliant.
- 3) Describe the staff size, skills and experience level of personnel manning your data center facilities, operations and technical support.
- 4) Describe the nature, duration and mode of customer support and technical support provided. Is onsite, in-person support available 24/7? What is the typical response time for in-person support from the moment the request is made?
- 5) Describe the Tier rating of your data center as determined by the Uptime institute? What is the infrastructure uptime guarantee provided by your data center?
- 6) Describe the redundancy in Internet service providers, carriers and connections in and out of your data center.
- 7) Describe the data transfer bandwidth and SAN storage space that will be provided as part of the standard offering.
- 8) Describe the security operations in place at the data center such as intrusion detection, intrusion protection and event monitoring and incident response.
- 9) Describe the penetration testing and remediation process both in terms of server/network hardening and application remediation that is performed when new infrastructure and applications are hosted at your data center facility.
- 10) Describe the infrastructure sizing and capacity planning services offered at your hosting facility.
- 11) Describe the IT Service Management capabilities related to the infrastructure hosted and operated at your data center.

- 12) Describe the incident management, change management, service request management, capacity and availability management that are performed in connection with infrastructure and applications that are hosted at your data center facility.
- 13) Describe the application performance monitoring, testing and reporting performed at your data center in connection with infrastructure and applications that are hosted at your data center facility.
- 14) Describe the preventive, detective and remedial processes, tools, procedures, practices and reporting that is in place to ensure smooth, trouble-free infrastructure management and operations.
- 15) Describe the dashboards and performance metrics that are provided to the customer in order to ensure that service levels are acceptable and are being monitored, met and communicated to your customers.
- 16) Describe the data backup, recovery and archival services that are included as part of the infrastructure management services.
- 17) Describe the disaster recovery solution, plan and recovery services that is included to enable RCMIS software service delivery to resume as normal within hours of experiencing a critical system failure or catastrophic event that prevents RCMIS software from functioning properly.
- 18) Describe your IT infrastructure maintenance window and scheduled process for routine patch management and system updates.
- 19) Describe the different safeguards in place to protect and shield County data especially sensitive data such as Personally Identifiable Information or Critical financial or claim information.
- 20) Describe the experience level of resources providing infrastructure management services.
- 21) Itemize each service component descriptions, unit cost and fees associated with providing the desired infrastructure management services. Please, provide a list of exclusions and optional services along with associated costs and fees in the following table:

Qty	Description	Unit Price	Line Total
	Annual Infrastructure Management Service Fee -Includes production instances, DEV/ Test and DR instances -Itemize describe and price all the services that are included and services described as optional and those that are excluded		
	Included:		
	Optional:		
	Excluded		
Qty	Description	Unit Price	Line Total
	Other Services not included in the Annual Infrastructure Management Service Fee -Itemize describe and price all the services that are included and services described as optional and those that are excluded		

	Included:		
	Optional:		
	Excluded:		
Qty	Description	Unit Price	Line Total
	Optional Services not included in the Annual Infrastructure Management Service Fee -Itemize, describe and price all the services that are included and services described as optional and those that are excluded		
	Included:		
	Optional:		
	Excluded:		

ATTACHMENT H**APPLICATION MANAGEMENT SERVICES**

(Complete and submit as #9, in Part 3 of Section II – Proposal Response Requirements)

A) Contractor shall provide end-to end RCMIS application management and support services such as:

1) RCMIS Software Warranty and Maintenance Services

- a) On-Call End-User Support - Contractor shall provide phone/online end-user support to identify and resolve issues, incidents related to RCMIS solution.
- b) On-Call Applications Support - Contractor shall provide phone/online RCMIS applications support to identify and resolve issues, incidents, correct bugs between releases, based upon the contracted service response level.
- c) Maintenance Patches and Update Management - Contractor shall update and keep current all releases of Contractor Software to the latest releases (or versions) as commercially available, and shall further provide maintenance and support services for the current release of such Software and at least two releases prior to the current version (i.e., maintenance and support for the current version and the n-1 and n-2 versions). All software patches, updates and upgrades will be tested by the Contractor in the development/test environment and accepted / approved by the County before any changes are released to the production environment.
- d) Annual Software Upgrade Support Services – Contractor shall install, configure, customize and implement Annual Software upgrades within 60-90 calendar days of release, after seeking approval from County.

2) RCMIS Software Modifications, Enhancement and Integration Services

- a) Estimates and Approvals – Contractor shall provide written estimates and seek County approval for end-user requested RCMIS software modifications, enhancements and / or software integration services after documenting end-user requirements and solution specifications.
- b) Development, Testing and Implementation - Contractor shall provide development, testing and implementation services to transform end-user requirements for modifications, enhancements and system integrations into new features/functionality within the RCMIS solution.

3) RCMIS User Support Services

- a) Customer Support Portal: Contractor shall provide and keep up-to-date a secure customer support portal that contains a product knowledgebase, end user training material and contractor contact information. This portal should allow the County to submit Incident tickets and Service Request, and to check the status of these tickets. Access to the portal to retrieve County-specific information shall be limited to County approved users.
- b) Routine Phone Support: Contractor shall provide routine phone support, Monday – Friday, 8am to 5pm PST to provide assistance to County Risk Management in their use of Contractor's products. This shall cover support related assistance such as how to accomplish a task, how to use a system feature and how to troubleshoot an issue within the RCMIS.

- c) Emergency Phone Support: Contractor shall provide emergency phone support 24x7x365 to report technical issues and receive after-hours emergency assistance with use of Contractor's products such as how to accomplish a critical task, troubleshoot a critical issue or use a system feature within the RCMIS.

B) Contractor shall provide responses to following questions for the proposed application management services:

- a) Provide a detailed description of your application maintenance and development services.
- b) Describe end-user management and the process and procedures associated with end-user support
- c) Describe the process and procedures associated with application support
- d) What is the frequency of software maintenance patches releases for the RCMIS application?
- e) What is the procedure for applying software maintenance updates and patches?
- f) Describe the procedure for detection, categorization and logging of application issues, incidents, bugs and problems.
- g) Describe the process for prioritization and resolution of application issues, incidents, bugs, and problems.
- h) Describe the change and release management process.
- i) Describe the process for application configuration management relative to the production and test environments.
- j) How are data issues resolved?
- k) Describe the testing process prior to production deployment.
- l) Describe the process and procedure for planning and deploying annual RCMIS software version upgrades
- m) Describe the process for modifications and maintenance of RCMIS software customizations and interfaces (if any).
- n) Describe the process for handling end-user requests for changes, modifications, and enhancements to the RCMIS software.
- o) Describe the process for capturing end-user requirements for planned changes or modifications to existing software functionality to better suit Orange County's needs.
- p) Describe the experience level of resources providing application management services.
- q) Itemize each service component descriptions, unit cost and fees associated with providing the desired application management services. Please, provide a list of exclusions and optional services along with associated costs and fees in the following table:

Qty	Description	Unit Price	Line Total
	Annual Application Management Service Fee -Includes production instances, DEV/ Test and DR instances -Itemize, describe and price all services that are included; those that are options; and those excluded		
	Included:		
	Optional:		
	Excluded:		
Qty	Description	Unit Price	Line Total
	Other Services not included in the Annual Application Management Service Fee - Itemize, describe and price all services that are included; those that are options; and those excluded		
	Included:		
	Optional:		
	Excluded:		
Qty	Description	Unit Price	Line Total
	Optional Services not included in the Annual Application Management Service Fee - Itemize, describe and price all services that are included; those that are options; and those excluded		
	Included:		
	Optional:		
	Excluded:		

APPENDIX 1

RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEM (RCMIS) SOFTWARE – MANDATORY NARRATIVE SHORT ANSWERS

Please note this Appendix has no questions regarding Functional Area Three or Functional Area Eight

(Complete and submit as #1.a., in Part 3 of Section II – Proposal Response Requirements)

Contractor shall detail the capability of their RCMIS Software by: Answering the narrative questions listed below pertaining to each functional area in a complete and concise manner, providing examples of usage as necessary.

FUNCTIONAL AREA ONE - General System Usage

- i. Please describe how user friendly your software is when entering claim data, storing and retrieving claim information, creating forms and letters and running reports.
- ii. How does your software reduce the need for the end user to see or scroll through various fields, tabs or screens that he/she does not use?
- iii. If your software was initially designed to primarily support a Workers' Compensation claims management system, please describe how your software works seamlessly as a Liability Claims management system.
- iv. What if any on-site administrative capabilities do you allow for? (i.e. change password, add user, delete payment) If none, what is your process for making these changes?
- v. Please highlight the capabilities to restrict outside users to access view only, only run reports, to restrict viewing to only a specific department and to preclude printing documents.

FUNCTIONAL AREA TWO - Claims Management - General and Automobile Liability

- i. Please list the process of setting a claim up in your system: what information is required and how many steps are there?
- ii. Please describe the process and security measures involved in requesting, approving and tracking claim payments.
- iii. Please describe your file notes system along with the ability to download correspondence, photographs and email.
- iv. Please describe your diary system.

FUNCTIONAL AREA FOUR - Claims Management – Automobile Physical Damage

- i. Please describe how your system can track fleet vehicles.
- ii. Please describe how estimates/invoices for repair can be incorporated into the claims file.
- iii. Please describe how photographs are incorporated into the claims file.

FUNCTIONAL AREA FIVE - Litigation Management

- i. Please describe the Litigation Calendar within your system.

- ii. How does your system track outside legal counsel costs and fees?
- iii. Does your system allow for or capture available information on assigned judges, venue and plaintiff counsel.
- iv. Please describe the general reports available from your system relative to litigation management.

FUNCTIONAL AREA SIX - Subrogation

- i. Please describe the subrogation functions within your software.
- ii. Does your system track payments on subrogation files by file and by quarter?
- iii. Please describe the reports that are available to track subrogation efforts.
- iv. Can form letters be generated upon payment of subrogation or at user defined dates?

FUNCTIONAL AREA SEVEN - Safety and Loss Prevention

- i. What experience do you have in creating *safety-related* management information systems?
- ii. Please specify the individual components that you would anticipate including in a *safety-related* management information system.

FUNCTIONAL AREA NINE - Risk Management

- i. Please briefly describe the steps that need to be taken by an end user to download claims data through your software so that he/she can respond to various requests for information needed by external stakeholders such as insurance brokers and carriers or internal agencies/departments.
- ii. Please list and briefly describe the purpose of a few on-demand reports extracted by the end user; also list and briefly describe the purpose of a few fiscal year reports that would require an overnight batch process.
- iii. Please briefly discuss the ability of your software to handle changes within various layers of an organizational structure; for instance, how does your software address a division move from one department to another department?
- iv. Describe how insurance policies and related documents can be stored in the system as they are not necessarily related to a particular claim.

FUNCTIONAL AREA TEN - Reporting and Analysis

- i. Describe the standard operational and management reporting and analysis capabilities supported by the current version of your software.
- ii. List all the standard operational and management reports supported by the current version of your software and provide a brief description and the purpose of each report.
- iii. Describe the ad-hoc operational and management reporting and analysis capabilities supported by the current version of your software.

- iv. List all the ad-hoc operational and management reports supported by the current version of your software and provide a brief description and the purpose of each report.
- v. Is staff available to assist with creating ad-hoc or custom reports?
- vi. Describe the online and batch reporting capabilities supported by the current version of your software.

APPENDIX 2**RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEM (RCMIS) SOFTWARE –
MANDATORY AND HIGH PRIORITY FUNCTIONAL REQUIREMENTS****Please note this Appendix has no questions regarding Functional Area Eight**

(Complete and submit as #1.b., in Part 3 of Section II – Proposal Response Requirements)

Contractor shall detail the capability of their RCMIS Software by: Completing each Itemized Response section addressing specific requirements in the charts listed below using the Response Key provided,

Response Key

1	Item is "Out Of Box"- indicate module
2	Item will be included in future release - specify version and date
3	Item addressed by 3rd party integration - specify partner
4	Item requires customized code to be written
5	Item not addressed by Software

Functional Area One – General System Usage

The RMIS/CMIS solution should be accessible, easy to use, and available to all County staff requiring access. It must fully support the core activities involved in tracking, managing, and reporting on the County's claims and risk management information. These core activities include:

- Entering information for new claims and capturing and updating claim information as needed;
- Running reports;
- Assigning organizational, coverage, and cause coding as needed;
- Accessing claim information as needed and monitoring claims for changes in status or activity;
- Adding notes and diary entries, assigning tasks, and attaching associated documents;
- Following up on specific tasks or activities required to support the agency, claimant, or outside legal counsel;
- Making sure that all needed personnel are included in the process, communicated with, and receive access to the information they require; and
- Ensuring that personal or confidential information is only made available to those who require it and are authorized to use it.

Itemized Response (Use Response Key provided and add comments to clarify your software's features vis-à-vis requirement):

- 1-1 - Quickly, easily and securely enter and store information.
- 1-2 - Easily enter, store and update all necessary information regarding the claim.
- 1-3 - Maintain a Diary, develop and manage tasks and attach notes.
- 1-4 - Store all relevant documents associated with a claim.
- 1-5 - Easily create, save, print and update standard letters and forms.

- 1-6 - Easily retrieve all information needed regarding the adjuster’s case load, specific claims or other informational requirements.

Note: Requirements for management of location codes are contained in Section 9-8.

Note: Requirements for management of organizational coding are contained in Section 9-8.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
1-1a	The system should be easily accessible.	The system should be accessible by all required personnel and sufficiently handle the process of entering newly reported claims. It should be browser based so that it can be accessed by all County agencies and third parties if required.	1		
		The system should be web-based so that additional client software does not need to be installed on the workstation.	1		
1-1b	The system should always be available.	The system should have very little downtime and can be accessed at any time based on County requirements (e.g.: 5x12, 7x24, etc.), and from any location.	1.1		
1-1c	The system should be secure.	The system should be configurable to only allow access for specific time periods (e.g.: during working hours) based on role and/or individual user.	1		
		The system should have role based security to limit access to authorized information only.	1		
		Each user must have a unique user ID to identify them to sign on to the system. Each user is assigned security based on their role and access needs.	1		
		Passwords must be complex, changed on a regular basis and cannot be reused until several other passwords have been used.	1		
		Login to the system should limit the number of login attempts by user lock out to minimize access by unauthorized users.	1		
		The system should be HIPAA compliant	1		

		The hosting facility must be secure and personal and medical information retained in the database must be encrypted.	1		
1-1d	The system should be backed up on a daily basis (at a minimum). Regular backups should be stored offsite and be secure.	Several backups should be stored - (the number and frequency to be determined by the County based on County standards). Backups should reside in a separate physical location than the database hosting site and should be encrypted for security.	1		
1-1e	The system must be recoverable (from a catastrophic event).	The time period needed, and other recovery parameters should be specified by the County based on County standards.	1		
1-1f	The system will contain "Help" functions for the user.	The system will have a comprehensive "Help" function available to users throughout the application.	1		
1-1g	Email usage	Shall not spoof ocgov.com email address	1		
1-2a	Have placeholders available for all needed system fields.	The system should have placeholders for all required data elements. This will include all activity dates required by the County (reported, received, entered, date of loss, etc.) as well as all other data elements described in this document.	1.1		
		Ability to add additional custom data fields in the future.	1.1		
		Core system fields that are not used, and fields that are available but will not be used until future phases of the implementation, should be hidden from the user.	1.4		
1-2b	Have edits in place for all fields requiring them (phone numbers, valid amounts, etc.).	Ability to apply edits to those fields that are not limited by a list of values but have specific rules for entry. Edits should be able to be applied to new fields for future use.	1.3		
		To facilitate data entry, formatting (for phone number, amounts, etc.) should not be required - the system should automatically add formatting characters.	1.3		

1-2c	Have menus to select codes (and/or descriptions) from a coding table for all fields with a limited set of values.	Pull down menus are available for all fields that have a specific list of values. Lists of values can be modified as needed. Additional selection lists can be created for new fields.	1.1		
		Non listed values cannot be entered for fields with a defined limited set of values.	1		
		Changes to codes and/or their descriptions are logged by the system	1.4		
		The system should allow for a mapping process – to map historical code values to new values when and if needed.	1.5		
1-2d	Capture of system claims information should mimic the administrative work flow and order of events to avoid duplicate entry.	Administrative work flow, and order of events, should be reviewed and improved if necessary to create the best work flow practices. The system use should reflect the newly defined work flow.	1.3		
		Fields can be assigned to specific tabs (subject areas) to better follow work flow, account for role based access, and to group like elements together for entry and/or update.	1.3		
		Ability to add additional new tabs if required.	1.3		
		Fields retrieved from other areas in the system, generated from other fields, or retrieved from other systems are “grayed out” to avoid unnecessary duplicative entry and eliminate errors.	1.3		
		The system should provide the user with the data source or derivation rules for generated or computed items.	1.3		
1-2e	Assign organizational codes to claims.	Select from pre-determined multi-level hierarchical organizational codes (agency, department, unit, etc.).	1		
1-2f	Assign location codes to claims.	Select from a pre-determined multi-level location/site code.	1		

		Locations should be organizational specific.	1		
1-2g	Wizards, scripts, or surveys should be able to be used to capture information during an interview process and add it to the appropriate fields in the system.	Scripts or surveys can be developed to assist in the capture of standard information during interviews or data collection processes and have it automatically populate fields reducing manual data entry.	1.8		
1-2h	If a claim is associated with another claim (an auto accident, for example), link the claims together using an occurrence number.	The system has occurrence level functionality and can link multiple claims together as an occurrence. Each claim in the occurrence is assigned the occurrence number and claim can be reported standalone or combined into the occurrence.	1.3		
1-3a	Maintain a Diary of activity on a claim.	The system has a diary function that can support the tracking and documentation of all activity on a claim.	1.2		
1-3b	Assign specific tasks to individuals involved with the claim.	Tasks can be assigned with categories and due dates for individual users, user groups or roles.	1.2		
1-3c	Alert individuals of tasks and task status.	Automated alerts and notifications for specified users, user groups, or roles for upcoming tasks or completion of dependent tasks.	1.2		
1-3d	Diary, task and note activity should be secure and should only be accessed by those who are authorized to use the information.	Diary entries, notes and tasks added to the system can be associated with appropriate security levels based on content and confidentiality.	1.1		

1-3e	Add notes and text to a claim. Assign them to categories for identification, security, and to limited access.	Free form notes can be added to claims and are assigned to categories that can be associated with security levels.	1.2		
		Date of entry should be recorded with each note.	1.1		
1-3f	Notes should be able to be locked so that prior entries cannot be changed.	Notes security is enhanced by not allowing prior entries to be changed.	1.1		
1-3g	Dashboards set up with viewing of notes and tasks with associated dates.	Design dashboards to display tasks and notes along with their respective dates on the claim dashboard creating a quicker and easier workflow.	1.5		
		Create a "My Open Task" section on the dashboard allowing the adjuster to one touch open tasks.	1.7		
1-3h	All entries should be sortable and can be filtered.	Notes can be sorted and/or filtered and listed by user and date.	1.3		
1-3i	All text included should be spell checked.	A spell check function is accessible in Notes, Diary and Tasks.	1.2		
1-3j	All text included should be searchable.	The system can search Note, Diary and Task text for criteria entered by the user.	1.5		
1-3k	Text should be auto saved at regular intervals to avoid loss of data.	The system AutoSaves Notes and Diaries at regular predefined intervals to avoid loss of data due to power outages or other events.	1.2		
1-3l	The system should allow for automated redaction of text within the notes, diary or attachments prior to printing.	Selected text can be electronically redacted prior to print.	1.3		

1-4a	Attach document(s) to a claim.	The system supports attaching documents of all file types to a claim.	1.2		
1-4b	Documents can be opened within the system.	All documents can be opened in their native application from within the system.	1.2		
1-4c	Assign categories to documents to allow for appropriate security.	Attached documents have levels of security based on the confidential nature of the document allowing users with only the proper security clearance to view or print them.	1.2		
1-4d	Email or scan documents directly to a claim or attach them from within the system.	Documents can be attached while working with the claim in the system. Emailed or scanned images can also be attached to a claim in the system.	1.3		
1-4e	Design claim dashboard to include documents for one touch document retrieval.	Retrieve documents quickly by presenting them on a claim dashboard.	1.5		
1-4f	Attachments should be searchable.	The system allows for all text in attachments to be searched for key words by the users.	1.2		
1-4g	Learning Linkage	Shall use standard Identity alignment, not vendor specific code.	2		
1-5a	Templates should be able to be created and stored for each form or letter.	The system supports letter and form templates that can be used to generate forms and letters using the claims information stored in the system.	1.2		
1-5b	Templates should only be changed by authorized users.	Security should only allow for specific individual users or roles to make changes to letter and form templates.	1.2		
1-5c	Finalized documents should be able to be locked.	Finalized documents are locked (or generated in PDF format) so that they can be saved and never modified.	1.2		

1-5d	All system fields are available for use in templates.	All fields from the system should be able to be used in the generation of the document and fields should be easy to define.	1.2		
1-5e	Once finalized, the documents should remain attached to the claim.	Forms and letters are retained with the claim.	1.2		
1-5f	If changes are needed after generation (prior to printing/emailing), they should be able to be easily made.	Forms and form letters using the templates can be changed after creation and changed prior to printing/emailing.	1.3		
1-5g	Templates should be easily identifiable and can be categorized by their use.	Templates can be named and categorized so they can easily be identified; improving workflow and efficiencies.	1.2		
1-5h	All documents should be searchable.	All text in system generated documents (forms and letters) can be searched by key word(s).	1.2		
1-6a	View/list all of the claims for a given adjuster, claimant or other common criteria.	Search functions should allow for easy access to specific claims based on search criteria.	1.2		
		The report library supports a large number of reports available to easily access claims based on a wide array of selection criteria (including, but not limited to, the adjuster and/or time period based on injury date or report date.)	1.1		
1-6b	Standard and ad-hoc reports can be generated regarding the adjusters caseload.	If a report does not exist, a new ad-hoc report can easily be created.	1.1		
1-6c	System claim search capability.	Search function that allows the user to search by claimant name, date of loss, location, vehicle license plate number, invoice and claim number and other attributes decided on by the County	1.1		

1-6d	Receive daily or weekly reports on claim activity.	The system distributes automated "pushed" reports where updated information is either sent via e-mail or appears within the system automatically on a regular basis.	1.4		
1-6e	Receive alerts for a specific activity requiring action.	An automated work flow mechanism that alerts users to tasks that need completing or tasks completed by others.	1.2		
1-6f	View/list current claims being handled.	The system supports a claimant index and automated system which can be viewed or printed by adjuster, by date input, by date of loss or other criteria the County decides.	1.5		
1-6g	Duplicate claim alert.	When a duplicate claims based on criteria specified by the County is entered, an automatic system alert appears to the user.	1.1		

The County is currently self-insured for liability coverage and Risk Management staff manage all the core activities involved in administrating, adjusting, and reporting on the County’s liability claims. There are approximately 400 to 600 open claims at any given point in time. These core activities include:

- Entering and maintaining liability specific claims information;
- Approving and tracking claim payments;
- Communicating payment information to the Auditor-Controller;
- Ensuring that payments are distributed to claimants;
- Ensuring that payments are made to outside legal counsel and vendors; and
- Reconciling payments maintained in the RMIS/CMIS with the accounting system (CAPS+).

Itemized Response (Use Response Key provided and add comments to clarify your software’s feature vis-à-vis requirement):

- 2-1 - Notification of newly reported claims.
- 2-2 - Assign liability specific coding to the claim.
- 2-3 - Store relevant documents associated with a liability claim.
- 2-4 - Set and adjust case reserves for the claim.
- 2-5 - Ensure payments are made as needed and recorded in the system.
- 2-6 - Integration with accounting for reconciliation of loss and expense payments.
- 2-7 - Track Financial Activity on the claim.
- 2-8 - Manage the tracking of expenses by contractors (law firms) and subcontractors.
- 2-9 - Easily and securely perform CMS reporting and connect with ISO for claims search.

Note: Section 9-4 has additional CMS Reporting requirements.

FUNCTIONAL AREA TWO – Claims Management, General and Automobile Liability

Section/Item	Requirements	Description	Priority	Vendor Response	Vendor Comments
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				Key	
2-1a	Notification of newly entered liability claims.	Provide automated alerts to be sent to appropriate staff of newly reported liability claims.	1		
2-2a	Assign applicable liability coverage code to the claim and/or claimant.	A coverage code from a pre-determined set of codes is assigned to all liability claims.	1		
2-2b	Assign applicable cause of loss code to the claim.	Assign the most applicable cause code from a pre-determined set of codes to all liability claims that can support Root Cause Analysis.	1		
		Use standard NCCI cause of loss coding structure.	1.3		
2-2c	Assign body part code to the claimant.	Assign the applicable body part code (for claims involving injury) from a pre-determined set of codes.	1.7		
		Use standard NCCI body part coding structure.	2		
2-2d	Assign nature of injury code to the claimant.	Assign the applicable nature of injury code (for claims involving injury) from a pre-determined set of codes.	1.7		
		Use standard NCCI nature of injury coding structure.	2		
2-3a	Scan medical records and attach to claims.	Medical records can be scanned and securely attached to the claim.	1.3		
		Medical records can be securely sent to outside legal counsel.	2		
2-3b	Scan accident photos and all other liability specific claim documents received and attach to the claim.	Accident photos can be scanned and attached to a claim.	1		

2-4a	Set and adjust reserves for the different components of the claim (indemnity, expenses, etc.) and track them over time.	The system should support multiple separate reserve loss and expense categories based on the County's requirements.	1		
		Reserve categories can be added in the future.	1		
		Only specific users can enter or change reserves.	1		
		Reserves should be able to be assigned to individual claimants or coverage's on a multi-occurrence claim.	1		
		Changes to reserves should be tracked as individual transactions.	1		
		All reserve transactions are retained and included in the financials.			
		Payments should automatically take down reserves (if and when it is appropriate).	1		
2-4b	Alerts and notifications of changes in reserves.	Automate work flow for the reserve change, reserve approval process, and payment over reserve.	1		
		Notification and or approval of reserve based on size.	1		
		Action (approval) if pending payment is greater than existing reserve.	1		
2-4c	Take down reserves on closed claims.	The system should enforce reserve elimination on closure.	1		
2-5a	Add payments for liability losses and liability related expenses.	Enter pending payments by separate payment loss and expense categories based on the County's requirements.	1		
		Payment categories can be added in the future.	1		
		Only specific users can enter payments.	1		
		Each payment should be tracked as an individual transaction.	1		
		All payment transactions are retained and included in the financials.	1		
		Payments greater than the outstanding reserve should have a custom approval/process workflow.	1		

2-5b	Enter and maintain payee information.	Select payee from a menu of available payees.	1		
		Enter new payees as necessary.	1		
		Integrate with the County's contact management system for payee information.	1		
2-5c	Code expense payments at a detailed level.	Develop detailed payment expense categories for liability claims that can also be tracked by any of the organizational codes including location, coverage, cause and contracted legal firm.	1		
2-5d	Generate and search Check Requests.	Generate check requests based on the payment amount and payee.	1		
		Enable check approval workflow.	1		
		Pass approved check requests to accounting (CAPS+ integration).	1		
		Ability to search for the status of the check request.	1.3		
2-5e	Ability to flag check request as confidential.	Ability to note on the payment request form that the payment is confidential.	1		
2-5f	Ability to flag specific payments for mailing by Risk Management.	Identify check payments where A/C must send the check back to Risk Management to be mailed.	1		
2-5g	Adjust payment information for duplicate payments, over payments, or voided payments.	Authorized users can adjust payment information as necessary.	1		
		Payment adjustments are tracked as transactions and can be identified by type of adjustment.	1.5		
2-6a	Receive payment reconciliation data from accounting (CAPS+).	Automatically receive payment information via integration with CAPS+.	1.3		
2-6b	Change payment status.	Change payment from pending to complete based on payment information from CAPS+.	1.3		
		Automatically reduce reserve when payment is final.	1.3		

2-6c	Reconcile payment information.	Reconcile payment information from accounting with payments in the claims system.	1.3		
2-7a	View the current financial status of the claim.	Easily obtain the current financial status of the claim including the current outstanding reserve, amount paid to date, recoveries received and gross and net incurred amount.	1		
		Properly account for pending payments and or recoveries in calculating the outstanding reserve and incurred loss amounts.	1		
2-7b	View, search, sort and report financial transactions.	Each payment and reserve change is tracked by the system as a transaction and can be easily accessed, sorted, exported, or reported.	1		
2-7c	Only allow authorized access to financial transactions.	Only specific users, user groups, or roles are allowed to view financial information.	1		
		Specific confidential transactions are hidden from all but a few users who have authorized access.	1		
2-7d	Obtain financial reports required.	The standard report library supports a large number of reports available to easily access the financial information as of any given point in time if the user is authorized to access the information.	1		
2-8a	Assign separate expense codes to contractors.	Identify and track expenses for each contractor, such as a law firm.	1		
2-8b	Assign separate expense codes for subcontractors (within a contractor).	Track expenses by contractor and by subcontractor (medical examinations, psychological examinations, physical rehabilitation, deposition and copying services, auto body services, construction engineer reviews, etc.).	1		
2-8c	Capability to run contractor comparison and expense category reports.	Manage contractors and subcontractors by running activity and comparison reports of expenses by category.	1		
2-9a	CMS data elements are captured in the system.	All data elements required for CMS reporting have placeholders in the system.	1		
2-9b	CMS data reporting.	Claims can be tagged as "CMS Reportable".	1		

		Suspect claims are automatically flagged as possible "CMS Reportable".	1		
		Automated CMS reporting (direct or through a third party).	1		
		Automated flagging of CMS report exceptions.	1		
		Automated notification of CMS exceptions.	1		
2-9c	The system interfaces with ISO.	The system manages the fields required for ISO search and can pass claim information to ISO.	1		

FUNCTIONAL AREA THREE – Claims Management, Property Loss (First Party)

The County is a member of CSAC-EIA’s property program and maintains a \$10,000 deductible for property losses. Smaller property losses are paid by the individual agencies as they are responsible for the deductible. These losses may or may not be reported to Risk Management. Larger losses, which may be covered by the property program, or losses which involve a responsible third party are managed by the Risk Management staff for recovery or subrogation purposes. The activities to be supported by the selected solution include:

- Entering and maintaining property specific claims information;
- Reporting claims and loss information to CSAC-EIA;
- Entering excess recovery payment information; and
- Reimbursing agencies for property losses (where there is an excess recovery).

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 3-1 - Enter property loss information and assign property specific coding to the claim.
- 3-2 - Store all relevant documents associated with a claim.
- 3-3 - Ensure property loss expenses, payments and excess recoveries are managed and recorded.

Section/Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
3-1b	Assign applicable cause code to the claim.	Assign the most applicable cause code from a pre-determined set of codes to all property loss claims that can support Root Cause Analysis.	1		
3-1c	Enter and manage property specific loss information.	Enter other cause, damage, or descriptive information relating to the property loss.	1		
3-2a	Scan property specific claim documents received and attach them to the claim.	Photos, property schedules and/or other documents can be scanned and attached to a claim.	1.3		

3-3a	Enter loss amounts absorbed by the agency (under the deductible).	Transactions are recorded and retained as payments.	1.7		
3-3b	Enter loss amounts over the deductible.	Transactions are recorded and retained as payments.	1.3		
3-3c	Enter excess recoveries.	Received from Carrier (over the deductible amount).	1		
3-3d	Track agency reimbursements for property loss.	Reimburse agencies the amount received from the insurance carrier on first party property claims.	1		

FUNCTIONAL AREA FOUR – Claims Management, Automobile Physical Damage (First Party)

The County is fully self-insured for first party auto physical damage losses and each agency pays the cost of all collision and comprehensive claims. Risk Management only manages auto physical damage claims that may involve possible third parties in order to manage the subrogation activities needed to obtain a recovery. All other auto physical damage claims may not be reported to Risk Management. The activity to be supported by the selected solution includes entering and maintaining auto physical damage specific claims information including vehicle and vehicle repair information if needed for subrogation purposes.

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 4-1 -Enter auto physical damage information and assign coding to the claim.
- 4-2 - Store relevant documents associated with an auto physical damage claim.
- 4-3 - Ensure auto physical damage costs are managed and recorded.

Section/Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
4-1a	Assign applicable auto loss coverage code to the claim.	A coverage code is assigned to all auto claims from a pre-determined set of codes.	1		
4-1b	Assign applicable auto cause code to the claim.	Assign the most applicable cause code from a pre-determined set of codes to all auto claims that can support Root Cause Analysis.	1		
4-1c	Enter and manage auto specific loss information.	Enter other cause, damage, or descriptive information relating to the loss.	1		
4-2a	Scan automobile	Accident photos can be scanned and attached to a claim.	1.3		

	specific claim documents received and attach to the claim.				
4-3a	Add payments for auto physical damage and related expenses.	Transactions are recorded and retained as payments.	1.7		

FUNCTIONAL AREA FIVE – Litigation Management

The County has approximately 100 to 200 liability claims in litigation at any given point in time. Currently, all liability claims requiring litigation are handled by outside Board approved law firms that provide litigation management services. If needed internal County counsel can provide input and opinions regarding liability claims, but they do not participate in litigation activities. County Risk Management staff works with outside law firms to facilitate litigation activities, ensure that litigation activities occur in a timely manner, and ensure that the law firms are compensated for their services. The activities to be supported by the selected solution include:

- Assigning claims and providing information to outside law firms;
- Managing and tracking outside law firms and their associated costs;
- Maintaining and reviewing the Litigation Calendar;
- Adding associated documents to the claim files;
- Completing correspondences as necessary;
- Approving settlement activity; and
- Approving and ensuring payment of expenses for litigation services.

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 5.1-Support litigation activities on the claim.
- 5.2-Board approved legal firm management and tracking.
- 5.3-Track and manage rates billed by contractors, subcontractors.
- 5.4-Manage defense and plaintiff attorney.
- 5.5-Manage litigation calendar events.

Section/Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
5-1a	Allow for appropriate security and electronic redaction of claim related documents.	Develop an appropriate security model for litigated case documents.	1		
		The system allows for electronic	1.3		

		redaction of claim documents.			
5-1b	Capture all applicable litigation information.	Litigation court dates such as trial date, MSC, MSJ and settlement dates and court venues are captured and retained in the system.	1		
		Capture the legal firm assigned to the claim.	1		
5-1c	Provide case documents and attachments to contract legal firms.	Automated forwarding of specific case documents to improve workflow and efficiency while ensuring security of sensitive documents is met.	1.3		
5-1d	Capture applicable litigation settlement financial information.	The system captures settlement and judgment amounts.	1		
5-1e	Track Plaintiff Attorneys involved in multiple cases.	Track plaintiff attorneys with multiple open cases to identify strategies they are using.	1.7		
5-2a	Track approved contract attorneys by fiscal year.	The system tracks the approved attorneys.	1		
5-3a	Track the hours billed by contract attorneys.	Track the number of hours billed by attorney per claim and in aggregate.	2		
5-3b	Track the costs of subcontractors used by contract attorneys.	Track the costs of various subcontractors used by defense attorneys such as expert witnesses, copy services etc.	2		
5-4a	Track plaintiff attorney information.	Capture plaintiff's attorney standard information such as full name of the firm, address, phone number, etc.	1.3		
5-4b	Track defense attorney information.	Capture the contract defense attorney's standard information such as full name of the firm, address, phone number, etc.	1.5		
5-5a	Provide a calendar view containing user defined information.	Vital information such as litigation court dates such as trial date, MSC, MSJ and settlement dates captured in the system are listed on the calendar.	1		
5-5b	View calendar activity.	Ability to view Litigation Calendar by various viewpoints including by month, by adjuster, by specific type of case, by contract defense firms.	1.3		
5-5c	Notification of activity.	Provide automated alerts of upcoming dates from the litigation calendar.	1.3		

5-6a	Litigation Management Reporting.	Report capability for reporting on contracting legal firms performance, claim handling costs, cases handled, settlements, and claim outcome.	1.3		
		Report capability to pull lawsuits by cause, by agency, by type of damages, by department, by year, and/or by settlement.	1.3		
		Report capability for cost of claims settled versus costs of lawsuits compared by the stages of the process.	1.3		
		System provides a register of all open and closed litigated claims by contract defense firm.	1		

FUNCTIONAL AREA SIX – Subrogation

Risk Management currently provides subrogation services for liability, automobile physical damage, and property claims. The claims adjusters subrogate approximately 100 claims each year with an average of \$150,000 recovered annually. Subrogation for workers’ compensation claims is handled by York, and Risk Management staff is not directly involved in the subrogation process.

The activities to be supported by the selected solution include:

- Assessing the likelihood of recovery for the claim through subrogation;
- Monitoring subrogation status and statute dates;
- Entering subrogation information into the system;
- Reporting on subrogation activities; and

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 6.1-Track applicable claim activity.
- 6.2-Enter subrogation information into the system, track ongoing subrogation status, and record recoveries.
- 6.3-Report on subrogation status, prioritization of claims, claims approaching statute date, and success rates.

Section/Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
6-1a	Alert staff of newly reported possible subrogated claims.	All claims with the possibility of a third party being financially responsible for damages are flagged in the system for subrogation follow-up.	1		
6-1b	View claims that may involve subrogation.	Claims are flagged that may have a responsible third party involved.	1.3		
6-1c	Enter estimates for	Estimates for damages are entered and tracked as pending payment	1.7		

	damages for third party responsible claims.	transactions in the system.			
6-2a	Capture applicable subrogation information.	All parties involved in subrogation, and reasons for recovery, must be stored in the system.	1.3		
		Placeholders are available to reflect subrogation status and changes in status over time.	1		
		Add subrogation related notes to the system as needed.	1		
		Add subrogation related attachments to the system as needed.	1.3		
6-2b	View notes, cost estimates, and financial information for referred claims.	All subrogation information is retained in the system and is available for viewing and reporting.	1		
6-2c	Record subrogation recoveries.	Recovery amounts are entered into the system and retained as recovery transactions that appear in the financials for the claim.	1		
		Separate transaction types/codes can be assigned to identify different types of recoveries.	1		
		Recoveries can be reported as part of the financials.	1		
		Payments and incurred losses can be reported either gross or net of recovery.	1		
6-3a	Report on subrogated claims using sorts and filters based on key information.	Subrogation Recovery Register and other customized subrogation reports are developed and maintained in the RMIS standard report library.	1.3		
		Reports and searches can be performed using agency, adjuster, statute date, subrogation status, and likelihood of recovery as filters and/or sorting and grouping criteria.	1.3		
6-3b	Notification of upcoming statute date.	Automated alert of subrogated claims approaching statute date (i.e.: 30, 60 or 90 day notice).	1.3		
6-3c	Report the number of claims	Develop additional subrogation reports including the recovery success ratio by key reporting categories – agency,	1.7		

	subrogated, claims by status, recoveries and recovery success ratio.	location, coverage, etc.			
6-3d	Subrogated claims dashboard.	Dashboards showing the amount of recoveries in relationship to the amount lost, trends by agency, and any other required views.	2		

FUNCTIONAL AREA SEVEN – Safety and Loss Prevention

Risk Management currently has a Safety Officer/Manager, ten full time staff Safety and Training Officers, and one staff Industrial Hygienist providing safety inspections, ergonomic reviews, safety training, and maintaining the online Material Safety Data Sheets. Safety personnel maintain several Access databases for safety inspections, training, vehicle collisions and ergonomic evaluations. All activities are all currently managed outside of the existing LCMS system. The following requirements address the needs of Safety, regardless of the fact that they are not currently being performed within the system. The selected solution may be utilized to support the following safety and loss prevention activities:

- Viewing claims information and assessing injuries as to their cause;
- Providing investigative reports of injury;
- Developing and monitoring training and/or fitness programs to reduce risk and injury;
- Performing ergonomic evaluations;
- Implementing policies and procedures to reduce risk and injury;
- Assessing risks, locations, facilities, policies, procedures, and activities;
- Developing corrective actions when safety issues are found;
- Ensuring compliance with policies, procedures, and corrective actions;
- Determining safety violations; and
- Reporting and analyzing the impact of changes through, training, corrective action, and compliance on program results (frequency and severity).

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 7.1- Track and report on claim activity involving injury.

Section/Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
7-1a	View and report on claims involving specific types of injury.	Access claims based on a wide array of selection criteria (including, but not limited to, cause of loss, nature of injury, body part, location, and activity.)	1.7		
		If a report does not exist, a new ad-hoc report can easily be created.	1.7		

FUNCTIONAL AREA NINE – Risk Management

In addition to their activities managing liability and property claims, Risk Management provides oversight and support for all County risk management activities. They develop and maintain the structure of insured and self-insured programs, and work with brokers and carriers to obtain excess coverage as needed. They also respond to regulatory requirements requiring risk management information including the Center for Medicare & Medicaid Services (CMS) reporting. The selected solution will be utilized to support the following general risk management activities:

- Managing the structure of the County’s insurance and self-insurance programs;
- Working with insurance brokers to obtain excess coverage as needed;
- Responding to the informational needs of brokers, excess pools, and insurance carriers;
- Supporting Risk Management’s internal informational requirements;
- Insurance Services Office (ISO) search to evaluate repeat claimants and/or fraudulent activities;
- CMS liability reporting; and
- Supporting day-to-day operations not described in the other sections of this document.

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 9.1-Exposure management and tracking.
- 9.2-Policy and certificate management and tracking
- 9.3-Support for insurance coverage acquisition.
- 9.4-Agency and service provider support.
- 9.5-CMS Reporting.
- 9.6-ISO Claims Search.
- 9.7-Enterprise Risk Management.
- 9.8-Develop and maintain all organizational codes (agency, location, vendor, unit, cause, part of body, etc.)

Section/Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
9-1a	Liability exposures.	The system will provide the capability to maintain and track the County's various liability exposures.	1.3		
9-2a	Capture insurance policy information.	Track basic policy information such as policy effective and expiration dates, carrier information, retentions, and deductibles.	2		
		Policies maintained by Risk Management are entered in the system for tracking and management.	2		
9-2b	Provide an insurance policy register.	Ability to create report registers of insurance policies based on type of coverage.	2		
9-2c	Track policy erosion and	Obtain data either by reports or through dashboards charts of policy	2		

	expiration dates.	erosion.			
9-2e	Provide view access to certificates of insurance.	Provide view only access to certificates of insurance to users with valid user security.	2		
9-3a	Provide loss information to brokers and/or excess carriers as needed.	The system contains a wide array of reports available with the capability to provide specific loss information to the appropriate third parties.	1		
9-4a	A wide array of reports are available within the system.	The system allows the ability to develop and maintain a core set of reports to meet individual agency informational requirements.	1		
		Additional reports can be created as needed.	1		
		Note: Specific requirements for the primary set of reports to support agency needs will need to be fully developed and specified.	1		
9-4b	Support agency ad-hoc reporting as needed.	Additional ad-hoc reports can be developed to meet individual agency needs.	1		
		The system ad-hoc reporting feature is "user friendly" so that if needed, other agencies may develop reports on their own (with appropriate security).	1		
9-4c	The system contains additional fields to support individual agency requirements.	The system allows for the addition of data elements needed in support of individual agency requirements.	1		
		Integration of agency specific data elements which are contained in other County systems.	1		
9-4d	Report publishing.	The system provides the ability to publish reports to e-mail, system console, or intranet to support agency needs.	1.8		
9-4e	Dashboards, custom views, and reporting.	Provide dashboards, custom views, and/or reporting and analytical applications to support agency requirements.	2		
9-4f	Provide loss information to	Standardized reports are available for providing data to the actuaries in	1		

	the actuaries.	support of annual actuarial studies.			
		Report data can be downloaded into Access, Excel or PDF formats.	1		
9-5a	Provide the required information to CMS for all liability claims involving bodily injury (medical treatment).	The system contains placeholders for all required CMS data elements.	1		
		Automated flagging of claims that may be CMS reportable including notification of new claims that are suspect reportable.	1.3		
		Ability to tag claims as either reportable or non-reportable.	1.3		
		Additional filters and checks can be added to limit the transfer of only those claims that are required.	1.3		
		The system supports automated reporting of CMS reportable claims directly to CMS or through a third party integration (e.g. Gould and Lamb); OR	1		
9-5a	Provide the required information to CMS for all liability claims involving bodily injury (medical treatment).	Required CMS data elements on newly reported liability claims can be transferred to ISO (or another third party) for CMS reporting.	1		
		Note: Determining date of birth and SSN for liability claimants may be difficult (as claimants are generally not County employees). Protocols will be needed to support accurate capture of these data elements.			
9-5b	Resolve any issues or problems with the required data elements after initial submission.	All rejections (where the required fields are either incorrect or incomplete) are sent back and the claims are flagged within the system.	1.3		
		Automated alerts of newly rejected claims.	1.3		
9-5c	Check for	Once the rejections are corrected,	1.3		

	CMS eligibility.	information is successfully submitted back to CMS to check for eligibility.			
		A report is available that shows all CMS eligible claims.	1.3		
		Automated alerts of newly eligible claims.	1.3		
		Once the additional elements have been added they are forwarded to CMS, ISO or another third party based on County requirements.	1.3		
9-6a	Automate reporting of claims to ISO.	Integration with ISO Claims Search.	1.3		
		Automate the search for duplicate claims filed by the same individuals or businesses, either as claimant or as insured.	1.3		
		Automate the reporting of claims back to the County that meet specified criteria for possible fraudulent claims.	1.5		
9-7a	Capture data elements to support ERM.	Support enterprise risk management (ERM) capability able to examine, identify and effectively manage the County's most critical risks in an integrated fashion.	2		
9-7b	Measure against County specific metrics.	Measurement of the County's performance in managing critical risks.	2		
9-7c	Manage and track County risk mitigation efforts.	Manage and track County risk mitigation efforts in the system's ERM component.	2		
9-8a	Design an organizational coding structure specific to the County.	Maintenance of all organization codes such as agency, location, unit, location, and any other coding tables needed by the County for claim assignment and reporting requirements.	1		
9-8b	Assign hierarchical codes (organizational levels) specific to the County.	Assignment of agency and location codes in a multilevel hierarchical structure.	1		
		Ability to add new codes or levels in the future.	1		
		Ability to map old codes (unused) to new or existing codes when realigning the hierarchy, making changes to agency or department structure, or	1.6		

		termination an agency, department, or unit.			
		Ability to add new codes or levels in the future.	1.8		
		Note: Coding structures and codes for the system will need to be defined by the County.			

FUNCTIONAL AREA TEN – Reporting and Analysis

Risk Management currently provides all risk management related reporting and analysis for the County and for the individual County agencies. The selected solution will support the following activities:

- Report on liability and property claims information and analyze loss results;
- Provide financial reports on historical claim activity;
- Evaluate loss trends over time;
- Determine specific problem areas, or areas for improvement;
- Analyze specific risks, causes, and agency or location loss activity;
- Provide County agencies with agency specific risk management information products;
- Respond to specific questions or information requests as needed;
- Provide the actuary, as well as other service providers, with loss information as needed;
- Reporting on the County’s total cost of risk; and
- Other internal and external reporting activities as needed.

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 10.1-Risk Management Core Reports.
- 10.2-Risk Management Analytical Reporting.
- 10.3-Agency Reporting
- 10.4-Specific Known Report Requirements

Section/Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
10-1a	A core set of Risk Management reports.	Provide a core set of reports needed to meet risk management’s ongoing informational and financial reporting requirements.	1		
		Core reports will consist of the following: <ul style="list-style-type: none"> • Financial reports of loss activity and results by organizational structure; 			
		<ul style="list-style-type: none"> • “System-of-Record” reports for general reporting purposes and reconciliation of other reports, ad-hoc reporting and the development of other 			

		information products;			
		• Frequencies and severities, loss rates and other common metrics by key breakouts;			
		• Loss development triangles and/or charts by organizational structure and other needed breakouts (coverage's, risk type, cause, etc.); and			
		• Other reports to be determined, or included below under Section 10-4 – Specific known report requirements.			
10-1b	Create reports using an "as of" date.	Ability to report by a specified "as of" date (report any period as of any evaluation date).	1		
10-1c	Allow for the export of report data.	Report data can be downloaded into Access, Excel or PDF formats.	1		
10-1d	Support risk management ad-hoc reporting requirements as needed.	Provide ad-hoc query and reporting capabilities with an easy to use report writer for specific users, user groups, or roles.	1		
10-1e	Include additional data elements and additional system integrations to improve reporting capabilities.	Ability to add additional data elements to the system to support capture of data required for Risk Management or other county agencies.	1		
		Additional data elements should be either derived data elements (based on other RMIS/CMIS data elements), or manually coded flags, indicators, categories or groupings.			
		Note: Specific requirements for risk management reports will need to be fully developed.			
10-1f	Provide dashboards and pre-defined views and reports.	The system allows specific agencies, users, user groups, or roles to view data easily and more clearly using dashboards and pre-defined custom views.	1.8		
10-1g	Reporting by organizational and location levels.	Capability to report at each level, for an individual organizational unit or at an individual location, or rolling up levels to groupings.	1		
10-1h	Reports can be run at pre-	Support risk management reports run at full value, SIR value or including	1		

	defined values for all locations, levels and agencies.	excess layer only.			
		Optionally run reports based on what-if scenarios for dynamic user defined retentions, deductibles, or loss caps.	1.8		
10-1i	Minimize the number of unused or rarely used reports and categorize those reports that are needed.	The system provides a facility to manage the library of risk management reports and supports the migration of unused or historical reports.	1.4		
10-1j	Dynamic, interactive report capability.	Dynamic sorts, filters and grouping in the reporting function.	1.4		
10-1k	Ability to create reports with charts or graphs.	Clarify report findings with integrated graphics (charts or gauges) with numerical values or tabular information.	1.6		
10-1l	Support for other innovative charting functions.	Charts available to include standard column, bar line, and pie charts and also newer heat maps scatter graphs, and gauges.	1.8		
10-2a	Analytic tools for risk management to effectively manage the County's risks.	Adding parameter driven reporting and analytical applications that allow the user define the parameters in preconfigured templates, reports, and exhibits.	2		
10-2b	Analytics that present data clearly and more defined.	Provide dashboards, custom views, and/or reporting and analytical applications to order to identify and proactively manage the County's operational risk exposures.	1.8		
10-2c	Report templates for recommended analytics.	The system allows for implementation of analytic report templates provided in the Performance Audit of CEO/Risk Management.	1.8		
10-2d	Frequency and severity reports on all organizational levels and at various	Frequency and Severity reports by agency, location and cause which include annual summaries with trending of those improved, worse, highest and lowest.	1.7		

	location levels.				
10-2e	Defined expense category analytics.	The system allows for specific expenses to be reported by agency and by expense category.	2		
10-2f	Risk management allocation of cost by agency.	Support Risk Management's new cost allocation methodology. (A tiered capping methodology).	2		
10-3a	County agencies can develop risk management reports based on their needs.	The system allows for the development of individual agency reports based on each agency's specific unique requirements.	2		
		Breakdown of specific expenses so they can be tracked by agency and by expense category.	2		
10-3b	Include additional data elements and additional system integrations to improve reporting capabilities.	The system has the ability to add additional data elements to the system to support reporting required for specific County agencies.	1		
10-3c	Use dashboards and pre-defined views and reports for specific agencies.	View data easily and more clearly using dashboards and pre-defined views that are specifically designed for the individual agencies.	1.5		
10-3e	Allow for the export of report data.	Report data can be downloaded into Access, Excel or PDF formats.	1		
10-4a	Reports specifically identified by Risk Management	The following types of reports have been identified:	1		
		Timeliness of loss reporting;	1		
		Claim lifecycle reports;	1		
		Loss development triangles;	1		
		Loss stratification reports;	1		
		Reserve development reports;	1		
		Adjuster case load reports;	1		
		Incurred Losses by fiscal year;	1		
		Defense counsel reports;	1		

		Excess reporting triggers;	1		
		Subrogation activity and recoveries;	1		
		Opened/closed breakout;	1		
		Expense breakout - PD/BI/ALAE/Legal;	1		
		Rejected and denied claims;	1		
		Search by claimant name, claim number, department, date of loss (claim or occurrence), and/or payment date;	1		
		By claim and occurrence;	1		
		By coverage;	1		
		By location;	1		
		By data entered;	1		
		By payment date and transaction type;	1		
		By cause of loss;	1		
		By payment type, reserve type, cause of loss, location, employee (driver), and organization level; and	1		
		Matched Payment and Unmatched Payment Reports;	1		
		Fiscal Year-End Report for Actuary	1		

APPENDIX 3

**RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEM (RCMIS) SOFTWARE –
MEDIUM PRIORITY FUNCTIONAL REQUIREMENTS**

FUNCTIONAL AREA EIGHT – Other Agency Requirements

(Complete and submit as #1.c., in Part 3 of Section II – Proposal Response Requirements)

Contractor shall detail the capability of their RCMIS Software by: Completing each Itemized Response section addressing specific requirements in the charts listed below using the Response Key provided

Response Key

1	Item is "Out Of Box"- indicate module
2	Item will be included in future release - specify version and date
3	Item addressed by 3rd party integration- specify partner
4	Item requires customized code to be written
5	Item not addressed by Software

FUNCTIONAL AREA ONE – General System Usage

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 1-2 - Easily enter, store and update all necessary information regarding the claim.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
1-2i	Capture data that is required for the claim but that is stored in other systems without requiring duplicate data entry.	The system can automatically capture employee information from the Auditor-Controller (A/C) via CAPS+ for those claims involving County employees (e.g., birth date, address, telephone number, etc.).	2.7		
1-2j	Scan claim documents received and attach to the claim.	Automate the management of claim associated documents by scanning and directly attaching to the claim.	2.5		
		Integrate with the County's document management system.	2.5		

FUNCTIONAL AREA TWO – Claims Management, General and Automobile Liability

Itemized Response (Use Response Key provided and add comments to clarify your software's features vis-à-vis requirement):

- 2-1 - Notification of newly reported claims.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
2-1b	Notification of newly reported injuries.	Provide automated alerts to be sent to Safety staff of newly reported injuries.	2.7		

FUNCTIONAL AREA THREE – Claims Management, Property Loss

Itemized Response (Use Response Key provided and add comments to clarify your software's features vis-à-vis requirement):

- 3-3 - Ensure property loss expenses, payments and excess recoveries are managed and recorded.
- 3-4 - Management of property schedules.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
3-3e	Enter carrier case reserves.	Enter and manage carrier / excess program case reserves.	2.5		
3-3f	Integration with the property insurance carrier to retrieve property payments made automatically.	Integrate with the property insurance carrier and import payment amounts.	3		
3-4b	Manage property values and property specific information.	Placeholders for property values as well as other property specific information.	3.3		
3-4d	Provide property schedule to broker/carrier.	Standard report or data extract of property schedule information.	3		

3-4d	Integration of property management data.	Integration of the property schedule with the County's property management system.	3		
3-4a	Integration of property management data.	Automated import of property schedule data.	2.7		

FUNCTIONAL AREA FOUR – Claims Management, Automobile Physical Damage

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 4-1 -Enter auto physical damage information and assign coding to the claim.
- 4-3 - Ensure auto physical damage costs are managed and recorded.
- 4-4 - Management of fleet schedules.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
4-1d	Access employee information from CAPS+ if a County employee is involved in the claim.	Integration with CAPS+ to retrieve employee information automatically including employee number to reduce duplicate data entry and improve workflow.	2.7		
4-1e	Integrate with Sherriff's Department database(s) to obtain additional accident information.	Retrieve additional accident information automatically.	2.7		
		Note: Further research needs to be completed regarding what data fields would be useful to Risk Management and whether or not integration with Sheriff's department databases would be possible.			
4-3b	Enter expense payments at a detailed level.	Utilize payment expense categories for auto physical damage claims that can also be tracked by any of the organizational codes including location, coverage, cause and repair method/shop used.	3		

		Note: Expense categories will need to be developed.			
4-4a	Track Fleet Schedules.	Integrate with Fleet Management systems and retrieve fleet schedules.	3.8		
4-4b	Track training programs, attendees, and dates of attendance for driver training activity.	Integrate with Training Partner to retrieve driver training activity for County employees involved in the claim.	3.5		

FUNCTIONAL AREA FIVE – Litigation Management,

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 5-1 - Support litigation activities on the claim.
- 5-2 - Board approved legal firm management and tracking.
- 5-3 - Track and manage rates billed by contractors, subcontractors.
- 5-7 - Access to Outside Legal Firms.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
5-1f	Provide view only access to County Counsel to closed litigated claims information.	Provide County Counsel access to closed litigated claims history for review.	2.7		
5-1g	Sync system vendor codes with vendor codes used by Auditor-Controller.	Integration of Auditor-Controller’s CAPS+ system to maintain one standard set of vendor codes.	3		
5-2b	Track approved contract law firm rates.	The system tracks the board approved rates for contract legal firms.	2.7		
5-3c	Track the hourly rate of subcontractors.	Where applicable, track hourly rates of subcontractors used by the contract defense firm for comparison.	3.7		

5-3d	Ensure that hourly rates charged are within the County's approved rate schedule.	Compare the contracts firm rate against the county approved rate.	3.7		
		Provide a system alert if the hourly cost of the contract firm is greater than that approved by the board, or if it differs than the standard rate charged by the firm.	3.3		
5-7a	Provide system access.	Capability for limited read only access to litigated claims by outside legal firms assigned to the claim.	3		
5-7b	Provide document access.	Allow outside legal firms assigned to the claim to access (and transfer) documents associated with the litigation.	3.3		
		Allow legal firms assigned to the claim to upload documents to attach to the claim.	3		
5-7c	Provide notifications.	Provide e-mail based alerts of completed tasks, upcoming dates, or other activities involving litigated claims to legal firms.	3.7		

FUNCTIONAL AREA SEVEN – Safety and Loss Prevention

Itemized Response (Use Response Key provided and add comments to clarify your software's features vis-à-vis requirement):

- 7-1 - Track and report on claim activity involving injury.
- 7-2 - Enter and manage safety information in the system.
- 7-3 - Manage and track training and fitness programs and activities.
- 7-4 - Develop Investigative Reports.
- 7-5 - Develop risk assessments.
- 7-6 - Track corrective actions and compliance.
- 7-7 - Measure the results of safety and risk control activities.
- 7-8 - Manage and track other high risk county equipment.
- 7-9 - Track new Countywide fleet safety program

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
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7-1b	Inclusion of Sheriff's Department data regarding vehicle accidents.	Integration of Sheriff's Department accident information in the RMIS/CMIS solution.	3		
		View Sheriff's Department's findings on the preventability of Sheriff involved accidents.	3		
7-2a	View notes and information regarding investigated injuries.	Notes and information regarding the injuries should be available to the Safety staff for viewing and reporting.	3.5		
7-2b	Capture information regarding the claim.	Placeholders should be available within the system for safety information including location, violations, corrective actions, etc.	3		
		Integration with the Safety and Loss Prevention Access databases to import safety inspection information for agency and location of the claim into the system.	3		
7-2c	Notifications for safety inspections.	Automated alert to Safety staff as to when inspections should occur over an annual period.	3.5		
7-2d	Capture results of the safety inspection.	Capture inspection, location, date and findings of the inspection including if it was abnormal.	3.5		
7-2e	Track history of industrial hygienist evaluations.	Integrate with Safety's Access database that is tracking industrial hygienist evaluations and retrieve information.	3.5		
7-3a	Track training programs, attendees, dates of attendance, and results.	Integrate with Training Partner to access specific class information for employees have attending in regards to the claim.	2.5		
		Integrate with Safety's Access database tracking training information.	2.5		
7-3c	Online access to training programs.	Question: Does the County utilize online access to training classes?	3.5		
7-4a	Safety report templates.	Create templates based on input from Safety and Loss Prevention.	2.5		

7-4b	Capture and update information.	The system allows the entry and update of investigative report information as needed.	2.5		
7-4c	Integrate data from other sources.	If information resides in any of the existing Access Databases in Safety, provide integration with the RMIS/CMIS solution.	2.5		
7-5a	Risk assessment templates.	Create templates based on input from Safety and Loss Prevention.	2.5		
7-5b	Capture and update information.	The system allows the entry and update of risk assessment information as needed.	2.5		
7-5c	Integrate data from other sources.	Integrate data from all related sources to develop a comprehensive assessment.	2.5		
7-6a	Track corrective actions.	Placeholders should be available within the system for corrective action information including date of notification, target dates, costs, and expected results.	4		
7-6b	Monitor and report on compliance.	Placeholders should be available within the system to record compliance related information.	4		
7-7a	Integration of loss information.	Integration of loss information with Safety and Sheriff databases.	3		
7-7b	Report on the integrated safety and loss information.	The system contains safety and risk control reports by agency, cause of loss, coverage type, preventable and non-preventable and county versus private automobile.	2.5		
7-7c	Provide key metrics such as frequency and severity in relation to when safety actions occur to measure their impact on results.	Frequency and severity reporting related to risk actions available by coverage, by cause, by agency, preventable, and type of automobile.	3		
7-8a	Manage high risk equipment.	The system has placeholders available within the system for high risk equipment.	3.5		

		Track pressure vessels by department and when they are put into service.	3.5		
		Track each ladder put into service by department and date service.	3.5		
		Track if ladders in service meet the safety requirement of the agency/department.	3.5		
7-8b	Notification of required actions related to county equipment.	Alerts for pressure vessels after 4 years in service, and other equipment notifications as needed.	3.5		
7-9a	View and report on claims involving fleet safety.	Track claims based on a wide array of selection criteria (including, but not limited to, drivers training classes, driver screening, vehicle safety inspections and maintenance, cause of loss and location.)	3		
7-9b	Track fleet vehicle inspection and maintenance schedules.	Placeholders are available within the system for vehicle inspection and maintenance schedules.	4		
7-9c	Integrate with Training Partner to access driver training information.	The system has the ability to integrate with Training Partner to identify training of employee involved in accident.	3		

FUNCTIONAL AREA EIGHT – Other Agency Requirements

The primary requirements for authorized agency users (outside of Risk Management) would be to easily access the system; view the information they need regarding their agency’s claims; be able to update information that it is appropriate for them to update; and not be able to access other agencies’ data or personal or confidential information residing in the system.

The following agencies have specific risk management information requirements:

- Auditor-Controller – Requires information regarding claim payment information in order to process payments, distribute checks, and support accounting requirements; and
- Sheriff – Requires access to liability claims information (including location, cause, etc.) for those claims involving the Sheriff’s department personnel.

Many other County agencies would also benefit from increased access to risk management information. Providing the ability to perform additional agency specific reporting and analysis to better evaluate risks and view loss trends in order to change behaviors for improved results, could be very beneficial to the County. The selected solution may be utilized to support the following County agency activities:

- Viewing claims information for the agency;
- Updating specific claims information relating to the agency;
- Exporting loss information related to the agency;
- Integrating loss information with agency specific systems; and
- Reporting and analyzing loss data specific to the agency.

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 8-1 - Sheriff's Department.
- 8-2 - Auditor-Controller.
- 8-3 - County Counsel.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
8-1a	Notification of newly reported claims.	Automated email alerts of new claims to Sheriff's Department staff.	2		
8-1b	Track and report on specific activities.	Track and report on the number of cell phones or amount of petty cash lost over a certain period of time during booking.	3		
		Group Sheriff's Department reports by open, closed, policy year, cause, coverage, closed, location and employee name.	2.5		
		Track vehicle accidents involving Sheriff's Department automobiles broken out by preventable or non-preventable cause.	2.5		
		Analyze Sheriff's Department injuries by type of activity that the claim was involved with (training or operations), the specifics of the operations (foot pursuit, arrest, etc.), or training type (driving, aerobics, weapons, etc.).	3		
		Report on claims by shift, and a.m. versus p.m. claims.	3.5		
8-1c	Integrate with Sheriff's Department databases and retrieve type of force data.	Integrate or extract from the Sheriff's Department databases information regarding type of force used (such as Taser or baton).	2		

8-1d	Report for tracking and reporting Sheriff's activities.	Report on a.m. versus the p.m. claims.	2.5		
8-1e	Retrieve additional accident information automatically.	Integrate with Sheriff's Department databases for additional accident information.	2.5		
		Note: Further research needs to be done as to what database fields would be useful to Risk Management for further analysis and reporting.			
8-2a	Automate Payment Request Check process.	Automate the Payment Request form verification process to Auditor-Controller instead of Risk Management having to provide a hardcopy Payment Request form to request a check.	3.7		
8-2b	Integration with CAPS+ to automatically populate specific employee information in the RMIS.	Avoid duplicate entry by pulling existing employee information from CAPS+.	3		
8-2c	Automate Check Request process by providing scanned document images.	Supporting documentation for Check Requests scanned into the system by Risk Management and attached to the claim before the request is sent to Account-Controller for payment.	3		
8-2d	Integrate with CAPS+ to import specified vendor codes used by Risk Management.	Avoid duplicate entry and sync systems by pulling specified exiting vendor codes Auditor-Controller's CAPS+ system.	2.3		
8-3a	View and report on lawsuits.	Gather and report on information (by cause, by agency, by type of damages, by department, by year, by settlement.) to develop strategies based on historic settlements and lawsuit outcomes.	2.7		
8-3b	View all settlements.	Can access and report on closed litigated claims history for review.	4		
8-3c	Track Plaintiff Attorney activity.	Track plaintiff attorneys with multiple open cases to identify strategies they are using.	2.7		

8-3d	Report on cost of claims settled compared to lawsuits.	Capture and break out all legal expenses so that comparisons can be viewed.	2.7		
		System will break out costs for all stages recorded in a settlement.	3		
8-3e	Repeating Defendant Report.	System provides search capabilities and/or reports on whether a defendant has filed claims or lawsuit before, review strategies used, types of previous lawsuit, and review past costs to close the claim.	3		
8-3f	Defendants' legal firms and strategies.	System captures what legal firms are used by defendants and find what strategies were used in past cases.	4		
		Note: County Counsel would assist developing a litigation report to capture information for this requirement.			
8-3g	Notification of a Public Acts Information Request.	Automated alerts when the County has been presented with a Public Acts Information Request.	2.5		

FUNCTIONAL AREA NINE – Risk Management

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 9.1 - Exposure management and tracking.
- 9.2 - Policy and certificate management and tracking
- 9.3 - Support for insurance coverage acquisition.
- 9.4 - Agency and service provider support.
- 9.6 - ISO Claims Search.
- 9.8 - Develop and maintain all organizational codes (agency, location, vendor, unit, cause, part of body, etc.)

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
9-1b	Workers compensation exposures.	The system will provide the capability to maintain and track the County's workers compensation exposures including payroll and FTEs.	2.5		
9-1c	Property.	The system will provide the capability to maintain and track the County's property schedules including property values.	3.3		

9-1d	Fleet.	The system will provide the capability to maintain and track the County's fleet schedules including vehicle values.	3.8		
		Placeholders will be available to track vehicle services dates allowing for the determination of vehicle months.	3.7		
9-2a	Capture insurance policy information.	Integrate with Succeed Management Solutions to obtain policy, exposure and certificate information.	2.5		
9-2d	Manage policies within the system and link policies with claims.	Link claims to policies downloaded from Succeed Management Solutions or entered by Risk Management staff.	2.7		
9-3b	Provide property and automobile schedules to brokers and/or carriers as needed.	Reference 9-1c and 9-1d above.	3.3		
9-4g	Notifications of key activities.	Automated alerts of key activities or claim actions to agencies as needed.	3		
9-6b	Automate OFAC (Office of Foreign Assets Control) lookup via ISO Claims Search.	Automate the screening of claims against the master list published by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury to meet OFAC requirements.	2.5		
		Automate the reporting of claims back to the County that meet specified OFAC requirements.	2.5		
9-8c	Ability to sync system vendor codes with vendor codes used by Auditor-Controller.	Integrate with the CAPS+ system to maintain one standard set of vendor codes.	2.5		
		Note: Coding structures and codes for the system will need to be defined by the County.			

FUNCTIONAL AREA TEN – Reporting and Analysis

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 10.1-Risk Management Core Reports.
- 10.3-Agency Reporting

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
10-1n	Automate the dissemination of data.	Push production reports out to specific users, user groups, or roles on a scheduled basis using the RMIS/CMIS system or the e-mail system.	2.3		
10-1o	Store historical reports offline.	Archiving or storing offline reports that are saved with specific selection criteria (mostly dates) specifically for the purpose of documenting past activities.	2.2		
10-3f	Automate the dissemination of data.	Push production reports out to specific agencies on a scheduled basis using the RMIS/CMIS system or the e-mail system.	2.3		

APPENDIX 4

**RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEM (RCMIS) SOFTWARE –
LOW PRIORITY FUNCTIONAL REQUIREMENTS**

This Appendix contains questions on Functional Areas Five, Seven, and Eight Only

(Complete and submit as #1.d., in Part 3 of Section II – Proposal Response Requirements)

Contractor shall detail the capability of their RCMIS Software by:
Completing each Itemized Response section addressing specific requirements in the charts listed below using the Response Key provided

Response Key

1	Item is "Out Of Box"- indicate module
2	Item will be included in future release - specify version and date
3	Item addressed by 3rd party integration- specify partner
4	Item requires customized code to be written
5	Item not addressed by Software

FUNCTIONAL AREA FIVE – Litigation Management

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 5.1-Support litigation activities on the claim.

Section/ Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
5-1h	Provide access to the system to County counsel.	Provide County Counsel access to the system for viewing litigated claims and the generating standard and ad hoc reports.	4		

FUNCTIONAL AREA SEVEN – Safety and Loss Prevention

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 7-2 - Enter and manage safety information in the system.
- 7-9 - Track new Countywide fleet safety program
- 7-10 - Track corrective actions and compliance.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
7-2c	Track fitness programs, attendees, dates of attendance, and results.		4.5		
7-9c	Track fleet vehicle inspection and maintenance schedules.	Placeholders are available within the system for vehicle inspection and maintenance schedules.	4		
7-10a	Track corrective actions.	Placeholders should be available within the system for corrective action information including date of notification, target dates, costs, and expected results.	4		
7-10b	Monitor and report on compliance.	Placeholders should be available within the system to record compliance related information.	4		

FUNCTIONAL AREA EIGHT – Other Agency Requirements

Itemized Response (Use Response Key provided and add comments to clarify your software’s features vis-à-vis requirement):

- 8-3 - County Counsel.

Section Item	Requirements	Description	Priority	Vendor Response Key	Vendor Comments
8-3g	View all settlements.	Can access and report on closed litigated claims history for review.	4		
8-3h	Defendants' legal firms and strategies.	System captures what legal firms are used by defendants and find what strategies were used in past cases.	4		
		Note: County Counsel would assist developing a litigation report to capture information for this requirement.			

APPENDIX 5

RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEM (RCMIS) SOFTWARE – FUTURE NEEDS

(Complete and submit as #1.e., in Part 3 of Section II – Proposal Response Requirements)

Contractor shall detail the capability of their RCMIS Software of meeting future business needs by responding to the narrative questions (listed at the end of Appendix 5) in a complete and concise manner.

The following areas should be given additional consideration, as each will have an impact as to how a potential RMIS/CMIS solution implementation would proceed.

I. Potential Future Integrations

There could be significant benefits to be realized from additional County system integrations with the selected RMIS/CMIS solution. The priority for each of these integrations has not yet been determined, and will be evaluated on a case-by-case basis. Only the integration from CAPS+ to the RMIS/CMIS is required for the initial implementation. Other integrations will be considered after the initial implementation and the County may wish to implement these features at a future point in time. The RMIS/CMIS solution should be capable of incorporating each of the following integrations.

ERMI – ERMI is the County’s document imaging software program. County documents are scanned into and managed by this program. The LCMS does not currently have the ability to integrate with ERMI.

CAPS+ Employee Information – For employee-involved claims, it would be advantageous to allow for the automated inclusion of employee information from the CAPS+ system rather than to have it entered by Risk Management staff.

Insurance Services Office (ISO) – Risk Management utilizes a subscription service for ISO’s web-based search capability. Information for specific claims is entered into ISO’s website and submitted to determine if a claimant has had a prior claim history with other organizations. Risk Management also use ISO in order to meet current liability claims reporting requirements imposed by the Centers for Medicare & Medicaid Services (CMS).

Sheriff’s Department – The County’s Sheriff’s Department has its own proprietary applications and databases which support their ongoing activities. A number of these activities are highly confidential, including some that support Internal Affairs. There is a need for the integration of risk management information with the Sheriff’s Department’s databases.

Safety and Loss Prevention Databases – Safety has its own proprietary Access databases which maintain information regarding safety inspections, training, vehicle collisions, and ergonomic evaluations.

Claims Connect™ – Depending on the future need for workers’ compensation information within the RMIS/CMIS solution, integration with York’s ClaimsConnect™ (or other TPA’s claims system) could be required in the future.

Fleet and/or Property Schedules – The County wants the ability to include fleet and/or property information in the RMIS/CMIS system for various purposes. The RMIS/CMIS solution should also be able to support these integrations.

Succeed Management Solutions – Succeed Management Solutions is a web-based application which enables the County to track certificates of insurance.

Training Partner – Training Partner is a web-based program that is accessible to all County employees and is administered by the Auditor-Controller.

II. Lack of Transactional Financial Information

Because of the way in which financial information has been captured within the existing LCMS, there is no way to fully determine when financial activity occurred using the current database. This is problematic for “as of” reporting for historical periods in time. Unless activities are pursued to alter the financial information at conversion, it will be impossible to create reports and information products currently desired by Risk Management, and to perform loss development analysis.

There are several ways in which the data may be able to be improved. These include altering system dates, making rules based adjustments, and/or using database backups to determine financial information at specific historical points in time (monthly, quarterly, or annual) to generate “proxy” financial transactions. Alternatively, there may be a way to develop supplemental summary data from system backups. To the extent possible, the financial data being imported should be modified to best support future reporting requirements. In order to determine if additional activities should be pursued, the County must know the costs associated with different options for improvement. The County would like to evaluate possible alternatives for amending or supplementing the historical financial information imported into the new solution (during data conversion).

Narrative Short Answer Section - Provide a complete and concise narrative response to the following questions:

- i. Describe all the ways in which future releases of the proposed RCMIS software can meet or exceed Risk Management’s future needs in the areas of additional system integrations, workflow, data management and reporting. Please briefly discuss your experience in integrating your software with your clients’ financial or accounting systems; please focus on your experience with public entities clients, if any
- ii. Please briefly describe a typical workflow of a claim from the time is entered into your software until resolved
- iii. Please briefly describe a few standard/default dashboards offered by your software for a Liability Claims Management system, their purpose and how they improve operational effectiveness
- iv. Describe your company’s product roadmap and planned releases for the proposed RCMIS software over the upcoming 1-3 years.
- v. List all new features, modules, capabilities and functionality that are the result of customer requested enhancements and improvements of the proposed RCMIS software.
- vi. Describe your customer’s most common complaints, frustrations or pain points in using your software. Describe your company’s responsiveness to customer issues and problems, giving specific examples of steps taken to resolution.

APPENDIX 6

RISK AND CLAIMS MANAGEMENT INFORMATION SYSTEM (RCMIS) SOFTWARE – CAPS+ AND ISO INTERFACE SPECIFICATIONS

Contractor shall detail the capability and methodology for interfacing and integrating the RCMIS Software with County's CAPS+ system and the ISO portal. The following provides high level description of the interfaces specifications. Detailed specifications including file layout and field descriptions and format will be provided to the Contractor prior to the implementation.

1. CAPS+ Outbound Interface Description:

Risk Management Monthly Extract

The purpose of the Risk Management outbound interface is to provide Risk Management with CAPS+ GFS information to upload into RCMIS system. This system is used to reconcile liability claims that have been brought upon the county. The extract will produce a single monthly file that is specific to Risk Management. End users have stated they would like the capability of switching this to a daily extract in the future.

The extract file will select CAPS+ payment information from the Accounting Journal table based on the following selection criteria:

- Fund equals '294' and
- Department equals '017' and
- Budget Control equals '294' and
- Object equals '3500' and
- Posting Code ID equals 'D014' and
- Document Type equals 'JV' or 'AD' or 'MD'

It is important to differentiate between payments (AD and MD documents) and transfers of money (JV documents). Depending on whether an AD, MD or JV document is extracted, different fields are used to populate the final output file. (Exhibits 2-1 and 2-2 show the details of which fields are used.)

The interface will generate detail extract records from CAPS+. (Exhibits 2-1 and 2-2 spell out the data crosswalk logic for building the detail records.)

This interface is a replacement interface for one that existed in the legacy CAPS application. Please refer to Exhibit 3-1 for a description of how this interface functioned in CAPS.

1.1 Assumptions

This design document was developed under the following assumptions. As issues are addressed, it may be necessary to modify this interface design document accordingly.

- Since the CAPS+ Chart of Accounts structure is being reorganized to include an additional field, namely Budget Control, all interface-receiving systems must accommodate this new field.
- Only information that matches the above criteria will be used for this interface. No other criteria will be referenced.

- Interfacing systems will be provided with data utilizing the new CAPS+ Chart of Accounts elements and values.
- This includes several fields whose lengths are not exactly the same as in the old system, fields that are in a different format in the new system and fields that are no longer used at all in the new system.
- If the interface-receiving system will not be modified to accept the expanded data fields, the data will be placed into the current data fields in a truncated format except for the payment amount field which is never expected to reach one billion dollars.
- Interface will produce monthly data.
- Extracted file will be placed in a folder with FTP access on the CAPS+ server.

1.2 Interface File

The Risk Management interface will generate a single monthly fixed length text (*.txt) file. This extract file will be FTP'd to a common interface directory. Risk Management will pull the extract file monthly from this common interface directory.

Aeris will develop these interface files in the manner described below.

1.2.1 Naming Conventions

The interface files naming convention is comprised of several nodes. Below is the name of the extract file created from this interface:

RiskManagement.txt

A back-up will be created for each interface using the following naming convention:

RiskManagement_Bkup_20091130.txt

- FileDescription1 – The first node is the file identification name. (Risk Management)
- FileDescription2 - The second node is a constant text denoting this is a backup. (Bkup)
- YYYYMMDD – The third node is the appropriately formatted date the interface backup file is generated. (20091130)

1.2.2 File Transfer Instructions

After the interface source file is created, the file will be transferred to the following network location during the testing phase:

- Server IP: capsweb1.ocgov.com
- Path: capssix/Outbound/Risk Management/

This location will be used for storing test files. The location will change in subsequent testing phases.

1.3 Interface Process

There are three processes to execute to build this interface file: an SQL script that will extract data from Advantage, a PDI process that will transform the fields, and a UNIX control script that runs the PDI process. Each process is described below.

(Filenames for these three processes will be filled in during the development phase.)

SQL Script: Filename.sql
 PDI Process: Filename.map
 UNIX Control Script: Filename.sh

2.0 Data Crosswalk

2.1 Technical Notes

This section will provide additional notes for the developer.

- Selection logic – select data that meets the following criteria:
- Fund equals '294' AND
- Department equals '017' AND
- Budget Control equals '294' AND
- Object equals '3500' AND
- Posting Code ID equals 'D014' AND
- Document Type equals 'JV' or 'AD' or 'MD'
- If the selected Document Type is 'AD' or 'MD' then use crosswalk Exhibit 2-1
- If the selected Document Type is 'JV' then use crosswalk Exhibit 2-2
- Selection tables – this extract will pull from the Accounting Journal table JRNL_ACTG.

2.2 Definitions and Conventions

This section describes/defines the naming conventions applied to the crosswalk table(s) in the following exhibits.

- Int Data Element – The target attribute/field in the extract interface file.
- Int Data Element Type – The data type and size of the Interface Data Element
- Char – Left justified alphanumeric text field with a fixed width equal to the number defined for each field.
- Decimal – Right justified numeric value with a specified decimal position (X, Y) where X is the number of digits to the left of the decimal point and Y is the number of digits to the right of the decimal point. Negative numbers must be prefixed with a negative sign.
- Date – Default Date format 'MM/DD/YYYY'.
- Int – Integer.
- Advantage 3 Table – Advantage 3 table where the source data element exists.
- Advantage 3 Column – Advantage 3 column where the source data element exists.
- Notes – Specifies reformatting logic, field masking logic, field literals, etc.

2. CAPS+ Inbound Interface Description:

1.1 Introduction

This document details the interface specifications for automatically loading the general accounting expenses from external systems into the CAPS+ system. This document will be distributed to the departments to assist in their preparation of interface files to the CAPS+ Financial/Purchasing system. The CAPS+ team will be available to assist the departments with the analysis of how to map their current files to the CAPS+ files, or

with other technical concerns that arise during this process. The CAPS+ system processes standard documents (i.e., transactions). This document will identify the appropriate document fields for the departments to prepare a standardized ASCII flat file that will map to that document fields within CAPS+. This document details the exact specifications for accomplishing this mapping for the General Accounting Expense (GAI) document.

1.2 Interface Files

- The standardized interface files prepared by the departments will be fixed length ASCII files.
- Fields will be padded with spaces to the full length of the field. The files can not contain binary or packed data, and the following file naming convention should be utilized:
- The first node should be the CAPS+ department id (e.g., 003, 074, V110, etc.)
- The second node should be "GAI" the document code
- The third node should be the handling code (such as T1, T2, etc.)
- The fourth node should be the date (format YYYYMMDD) the interface file is generated.
- The fifth node should be the time (format HH24MISS) the interface file is generated.

An example of this interface file naming convention is: 003_GAI_T1_20090701_163500

1.3 Record Types

The General Accounting Expense (GAI) files prepared by departments will contain one or more GAI documents. Each GAI document is made up of four record types. The file will also contain one trailer record at the end of the file. The first three bytes of each record indicates the record type.

The GAI document contains four record types. The Document (ADC) record contains unique document related information. The ADC record is followed by a Header (HDR) record which contains the general information associated with transaction. Each HDR record is followed by one Vendor (VND) record. The VND record contains the customer accounting information and description. The VND record must be followed by one or more Accounting Line (ACT) records. The ACT records contain the detailed accounting information. ACT records are the only record types that may immediately repeat in the file.

The structure of the standardized GAI document will be as follows:

Single accounting line example	Multiple accounting line example
Document record 1 (ADC)	Document record 1 (ADC)
Header record 1 (HDR)	Header record 1 (HDR)
Vendor record 1 (VND)	Vendor record 1 (VND)
Accounting Line record 1 (ACT)	Accounting Line record 1 (ACT)
Accounting Line record 2 (ACT)	
Accounting Line record 3 (ACT)	

Included at the end of each file will be one Trailer (TRL) record, which contains a summary of all documents included in the file. The TRL record is used for verification of file contents and processing.

1.4 Document Definitions and Conventions

This section describes/defines the naming conventions applied in this document.

- Attribute – The name of the data element in the database.
- Caption – The field name of the data element.

- Description – A textual description of the data element.
- R/C – The required status of the data element.
- Required (R) – Data element is required by the interface for the transaction to successfully process.
- Conditionally Required (CR) – Specified conditions must be adhered to by the interface for the transaction to process successfully. When not required the field can be spaces.
- Optional (O) – Data element is optional by the interface and can be populated with spaces.
- Prohibited (P) – Data element is prohibited and must be populated with spaces.
- Type – The data type of the data element.
- Date – Date Format "MMDDYYYY"
- Decimal – Numeric value with a specified decimal position (9, 3) = 999999.999. Negative numbers must be prefixed with a negative sign. Field is right justified. Spaces indicate no value.
- Flag – True/False. True conditions = 1, False conditions = 0.
- Text – Alphanumeric text field with a maximum number as defined for each field. Field is left justified.
- Numeric – Numeric value, a whole number. Field is right justified. Spaces indicate no value.
- Size – The (numeric) size of the data element.
- CAPS+ Comments – Comments specific to the CAPS+ data element to be used.
- Specifies value of field
- CVL – Coded Value List, the value of the data element must come from the CVL table specified in the CAPS+ Notes.

1.5 Document Usage

1.5.1 CAPS+ Process

In CAPS+, encumbered, non-encumbered, and trust payments can be processed directly online or interfaced through a batch process. This system interface design addresses the non-encumbered payment request. The General Accounting Expense/Expenditure (GAI) document will be used for expenditure payments from a Trust fund and does not require a reference to an encumbrance document. The GAI payment request will require the Fund and the Balance Sheet Account Chart of Account (COA) elements to be coded on the accounting line, as well as the Department, Bud Control, and Unit are needed for reporting purposes. The GAI payment request will not update budget tracking amount fields.

1.5.2 Assumptions

- A document reference is NOT required for non-encumbered payments.
- Only one vendor will be specified per payment request.
- Payments for commodity based purchase orders will use the Payment Request Commodity (PRC) document instead of the GAI document. The PRC document contains commodity details such as commodity codes, freight, sales tax, and use tax profiles.
- Payment request cancellations will not be interfaced. This means payment requests cannot be deleted through the interface process. Cancelling a payment request must be done online in CAPS+.
- The Bank Account Code will be inferred from the Fund based on the setup on the Fund table.

- The default Event Type for the GAI document is AP17 and does not need to be specified on the interface transaction. The minimal required COA fields are Fund and Balance Sheet Account.
- If a vendor code has been established in CAPS+ for a payee then the vendor code should be used on the payment request instead of a miscellaneous vendor code. Vendor codes are established in CAPS+ for a number of reasons such as 1099 eligible and direct deposit.
- Vendor codes setup on the CAPS+ vendor file have all the information required to process a payment request.
- Interfacing systems will provide data utilizing the new CAPS+ Chart of Accounts elements/values.
- If Job Number (Task Order) is provided, Funding Priority, Funding Profile, and Funding Line are inferred.
- The current PV interface includes several pre-edits. The following pre-edits will be retained:
 - Trailer record count matching actual record count.
 - Trailer total amount matching actual total amount.
 - Trailer record missing.
 - Duplicate Document IDs.

3. ISO Interface Description:

ISO (Insurance Service Office) is a vendor provided claim information database used throughout the insurance industry. ISO claims information is indexed by individual users on particular claims. The interface information will include social security numbers, age, address, driver's license etc. The ISO vendor interface is used to report to and obtain information from CMS (Centers for Medicare & Medicaid Services). The interface information exchanged would be the social security numbers, age, address, driver's license etc. Contractor is expected to contact the ISO vendor and CMS center to determine the interface mechanism, develop interface requirements in consultation with county Risk Management, design, develop, test and implement the required interfaces between the Contractor's RCMIS solution and the ISO/CMS systems.

EXHIBIT I

County of Orange Child Support Enforcement Certification Requirements

In order to comply with child support enforcement requirements of the County of Orange, within 10 days of award of Contract, the successful Contractor must furnish to the agency/department deputy purchasing agent:

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the Contract.

After notification of award, the successful Contractor may use the forms supplied herein, to furnish required information listed above.

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

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

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the Contract.

Authorized Signature

Name

Title

EXHIBIT II EDD Independent Contractor Reporting Requirements

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a “Contractor” to whom the County pays \$600 or more or with whom the County enters into a Contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “Contractor” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the Service recipient for California purposes and who received compensation or executes a Contract for services performed for that Service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a Contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent Contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

- First name, middle initial and last name
- Social Security Number
- Address
- Start and expiration dates of Contract
- Amount of Contract

_____	_____	_____
First Name	Middle Initial	Last Name
SSN _____		
Contract Number _____		Dollar value of Contract _____
Start Date _____		Expiration Date _____

Question and Answers for Bid #017-725001-RR - Risk and Claims Management Information System (RCMIS) Software Solution

OVERALL BID QUESTIONS

Question 1

Can we get Word versions of the sample contract and the statement of work so that redlined versions can be created as requested. (Submitted: Dec 6, 2012 7:54:30 AM PST)

Answer

- Yes. A Microsoft Word Version has been uploaded. (Answered: Dec 6, 2012 9:37:39 AM PST)

Question Deadline: Jan 2, 2013 2:00:00 PM PST