

ALAMEDA COUNTY
HEALTH CARE SERVICES
AGENCY
COLLEEN CHAWLA, Director



OFFICE OF THE AGENCY DIRECTOR
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
TEL (510) 618-3452
FAX (510) 351-1367

December 1, 2021

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: AWARD A CONTRACT TO INNOVACCER, INC. FOR A CLIENT DATABASE CASE MANAGEMENT SOFTWARE SYSTEM; MASTER CONTRACT NO. 901961; PROCUREMENT CONTRACT NO. 22563; AMOUNT: \$5,750,000

Dear Board Members:

RECOMMENDATIONS:

- A. Authorize the Purchasing Agent to execute a contract (Master Contract No. 901961; Procurement Contract No. 22563) with Innovaccer, Inc. (Principal: Baz Patel; Location: San Francisco) to provide a client database case management software system to the Alameda County Public Health Department, for the term of 1/3/22 – 1/2/25, in the amount of \$5,750,000; and
- B. Authorize the Auditor-Controller to make the related budget adjustments to increase appropriations by \$5,750,000 offset by the same amount in revenues.

DISCUSSION/SUMMARY:

The Alameda County Public Health Department (ACPHD) is currently structured into four service divisions: Family Health Services, Community Health Services, Public Health Nursing, and the Division of Communicable Disease Control & Prevention. In addition, the Office of the Director incorporates the Health Equity Policy & Planning Unit, which leads local policy and planning efforts, including efforts focused on healthy urban development and climate adaptation, as well as the Quality Improvement & Accreditation Unit.

For more than 80 years, ACPHD has worked to improve the health and safety of County residents and the neighborhoods in which they live. ACPHD has earned local and national recognition as a leader in the effort to achieve health equity. Each year, ACPHD serves tens of thousands of the 1.6 million residents of the County, focusing on populations disproportionately impacted by poor health, lack of opportunity, and structural racism. The staff and leadership reflect the full diversity of the County, the most diverse in the Bay Area and one of the most diverse in the nation.

The sheer size and complexity of the ACPHD (which has more than 500 staff and annually serves hundreds of thousands of residents) have led to a proliferation of more than 75 distinct programs, each

often with its own data system, intake process, eligibility requirements, community partners, and funding mechanisms.

ACPHD seeks a new data system that shall:

- Enable tracking of clients and families across health and human services programs;
- Standardize intake and other forms for ACPHD programs for all clients;
- Improve access to client data for clients, staff, managers, and leadership;
- Improve ease of data entry;
- Reduce duplication of services to clients and families;
- Make data collection and reporting more flexible and customizable; and
- Improve cross-departmental and cross-systems coordination of services to promote equity.

This client database case management system would be foundational to ACPHD's execution of the mission: to work in partnership with the community to ensure the optimal health and well-being of all people through a dynamic and responsive process respecting the diversity of the community and challenging us to provide for present and future generations.

SELECTION CRITERIA/PROCESS:

ACPHD has determined that Alameda County does not currently have the resources to provide a client database case management software system. The Information Technology Department was consulted and was in agreement that a Request for Proposal (RFP) should be developed.

ACPHD worked with the General Services Agency–Procurement to develop a RFP, which was issued on February 1, 2021, posted on the website for 67 days, emailed to the Chambers of Commerce e-mail group, and sent to the E-Gov Professional Services – Current Contract Opportunities mailing service. The RFP was also advertised in The Inter-City Express on February 3, 2021 and The Piedmonter on February 5, 2021. A vendor outreach was conducted on February 10, 2021, followed by one networking/bidders conference on February 18, 2021, and was attended by 31 vendors.

On April 9, 2021, 12 bidders submitted responses to the RFP. Two responses were disqualified for not meeting the bidder minimum qualifications set out in the RFP. The remaining ten responses were evaluated by the County Selection Committee (CSC), and a shortlist of the top three bidders was developed. The top three bidders were interviewed by the CSC. A maximum total of 550 evaluation points was available for this RFP. The total evaluation points include 50 preference points derived from a 5% preference for local vendors and a 5% preference for certified Small Local Emerging Business (SLEB) vendors, for a total of 10%.

Innovaccer, Inc. was the highest-scoring qualified bidder and is being recommended for award. Innovaccer, Inc. is not a certified SLEB and is subcontracting 20% of the contract with Intrepid

Ascent LLC (Principal: Mark Elson; Location: Berkeley; Certified Small: 17-00034; Expiration: 2/28/22) to provide expertise regarding the Alameda County Social Health Information Exchange integration, policy-technology alignment, data governance, and training.

The following is the evaluation summary of the top three shortlisted bidders.

EVALUATION SUMMARY

<i>Vendor</i>	<i>Location</i>	<i>Local</i>	<i>SLEB</i>	<i>Evaluation Points</i>
<i>Innovaccer, Inc.</i>	<i>San Francisco, CA</i>	<i>N</i>	<i>N</i>	<i>451</i>
<i>Accenture LLP</i>	<i>Pleasanton, CA</i>	<i>Y</i>	<i>N</i>	<i>443</i>
<i>Thrasys, Inc.</i>	<i>San Francisco, CA</i>	<i>N</i>	<i>N</i>	<i>384</i>


FINANCING:

Funding for the contract comes from the Medi-Cal Administrative Activities and Targeted Case Management program funds. Appropriations for the contract in the amount of \$5,750,000 will be adjusted with the offsetting program revenues in the ACPHD Fiscal Year 2021-22 budget per the attached financial recommendation. There is no increase in net County costs upon your approval of the recommendations.

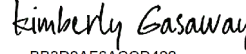
VISION 2026 GOAL:

The client database case management software system meets the 10X goal pathway of **Accessible Infrastructure** in support of our shared visions of a **Thriving & Resilient Population**.

Respectfully submitted,

DocuSigned by:

CB284AE84C50405...
Colleen Chawla

Director, Health Care Services Agency

DocuSigned by:

BB3D9AF6ACCD422...
Kimberly Gasaway

Interim Director, General Services Agency

Attachment

WAH\AF\kh\http://gsapoint.acgov.org/bletters/purchbl/Board Letter/901961 BL_Client Database

cc: County Administrator
Auditor-Controller
County Counsel

CONTRACT SUMMARY
CLIENT DATABASE CASE MANAGEMENT SOFTWARE SYSTEM
 MC No. 901961
 January 3, 2022 – January 2, 2025

Vendor	Location	Dollar Value of Contract Award	Small and Local Participation	
			Percentage	Dollar Amount
Innovaccer, Inc. Principal: Baz Patel	535 Mission Street, Floor 14 San Francisco, CA 94105	\$5,750,000	20%	\$1,150,000

SLEB Subcontracting Information			
Intrepid Ascent LLC Principal: Mark Elson, Principal Certified Small: 17-00034 Expiration: 02/28/2022	2120 University Ave, #722 Berkeley, CA 94704	20%	\$1,150,000

FINANCIAL RECOMMENDATION

AGENDA DATE:

12/21/2021

Subject of Board Letter:

AWARD A CONTRACT TO INNOVACER, INC. FOR A CLIENT DATABASE CASE
MANAGEMENT SOFTWARE SYSTEM; MASTER CONTRACT NO. 901961; PROCUREMENT
CONTRACT NO. 22563; AMOUNT: \$5,750,000

BY: 2022

FUND: 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
350201	456112	00000		2,750,000
	456113	00000		3,000,000
ORG TOTAL \$				5,750,000

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL \$				-

GRAND TOTAL ANTICIPATED REVENUE \$ 5,750,000

The increase (decrease) in appropriations, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
350200	610000	00000		5,750,000
ORG TOTAL \$				5,750,000

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL \$				-

GRAND TOTAL APPROPRIATION \$ 5,750,000

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, is by and between the County of Alameda, hereinafter referred to as the “County”, and Innovaccer Inc., hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain client database case management software system (“Software”) and services which are more fully described in Exhibit A hereto (“Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide client database case management software system and services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Services
Exhibit A-1	Specific Requirements
Exhibit A-2	Product Description & Support
Exhibit A-3	Implementation
Exhibit A-4	Deliverables/Reports
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Contract Compliance Reporting Requirements
Exhibit F	The Iran Contracting Act (ICA) of 2010
Exhibit G	HIPAA Business Associate Agreement
Exhibit H	Functional, Technical, and Service Level Requirements

The term of this Agreement shall be from January 3, 2022 through January 2, 2025.

The compensation payable to Contractor hereunder shall not exceed *Five Million Seven Hundred Fifty Thousand dollars (\$5,750,000)* for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

INNOVACCER INC.

By: _____

Signature

By: _____

Signature

Name: Detra Dillon

(Printed)

Name: Sandeep Gupta

(Printed)

Title: Procurement Administrator

Title: Chief Operating Officer

Date: _____

Date: 11/23/2021

Approved as to Form:

By: _____
DocuSigned by:
K. Joon Oh, Deputy County Counsel
FFDCE3E661894A0

County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any

indemnatee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies,

including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION:(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

10. **TAXES:** Payment of all applicable federal, state, and local shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:**
- a. Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.
 - b. Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.
 - c. Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.
 - d. In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.
 - e. Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.
12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or

regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Alameda County Public Health
1100 San Leandro Blvd., Third Floor,
San Leandro, CA 94577
Attn: Sharad Jain

To Contractor: INNOVACCER INC.
535 Mission Street, Floor 14
San Francisco, CA 94105
Attn: Baz Patel

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's

employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor

prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its client database case management software system and services shall not exceed \$5,750,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:

Contractor shall subcontract with Intrepid Ascent LLC (2120 University Avenue, #722, Berkeley; Principal, Mark Elson; insert certification and expiration date?), for services to be provided under this Agreement in an amount equal to twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- a. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
- c. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor–Controller Agency, Office of Contract Compliance & Reporting (OCCR).
- d. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation compliance system. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor

acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for an additional two one-year terms by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

- To the extent any provision in the General Terms and Conditions conflicts with any Additional Provisions, the provision in the Additional Provisions will control.
- The word “agreement” in subsections (a) and (b) of Section 7: DEBARMENT AND SUSPENSION CERTIFICATION is amended and replaced with “Agreement”.
- Section 11: OWNERSHIP OF DOCUMENTS been modified to add the following paragraphs:

County Data. As between County and Contractor, County is and will remain the sole and exclusive owner of all right, title and interest in and to all Data, including all intellectual property rights relating thereto, subject to the rights and permissions granted in this Section.

Consent to use Data. Subject to the terms and conditions of the Agreement, the County hereby grants Contractor a limited, non-transferable, non-exclusive, royalty-free license during the term to use, reproduce, electronically distribute, transmit, have transmitted, perform, display, store, archive, and make derivative works of the Data and County Systems solely in order to provide the Software and the Services to County.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems incorporated into the Documents and Materials and/or Innovaccer Products; this Paragraph does not apply with respect to Data in and of itself.

Innovaccer Products. All right, title and interest in and to the Software and Innovaccer Products, any changes, corrections, bug fixes, enhancements, customizations, updates and other modifications thereto including all intellectual property rights therein, are and will remain with Contractor and its respective licensors. County has no right, license or authorization with respect to any of the Software or Innovaccer Products except as expressly set forth in Section 38 of the Additional Terms.

For clarity, the County owns the Documents and Materials under this Agreement, which includes the documents and materials prepared specifically for County as specified under Section 5 of the Exhibit A-4. Further, County grants to Contractor a non-exclusive, royalty-free, license to use the documents and materials prepared specifically for County as specified under Section 5 of the Exhibit A-4. For further clarity, Documents and Materials do not include Innovaccer Products or Software.

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

Works for Hire. At all times, no deliverable or work product shall be deemed a “work made for hire” as such term is defined under Section 101 of the U.S. Copyright Act.

- Section 19: TIME OF ESSENCE has been amended and replaced with the following:

To the extent Contractor is committed to any specific timelines in the Agreement, Contractor shall take all reasonable efforts to comply with such timelines.

- Section 20: TERMINATION has been amended and replaced by the following:

The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice of sixty days. This Agreement may also be terminated by either party upon delivery of written notice of termination to the other party, as follows: (a) if the other party fails to perform or observe any material term or condition in the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach from the non-breaching party; (b) if the other party (i) makes a general assignment for the benefit of creditors, (ii) admits in writing its inability to pay debts as they become due, (iii) voluntarily files a petition or similar document initiating any bankruptcy or reorganization proceeding, or (iv) involuntarily becomes the subject of a petition in bankruptcy or reorganization proceeding and such proceeding shall not have been dismissed or stayed within sixty (60) days after such filing; or (c) under the Force Majeure provision below in Section 42.1. In the event that the County terminates, abandons, or suspends the Contractor's pursuant to this Section, the Contractor shall be entitled to payment for work, provided in accordance with this Agreement hereunder until the effective date of said termination, suspension, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor shall not exceed \$5,750,000 payment for work provided hereunder until to the effective date of said suspension, termination or abandonment. Upon termination and/or expiration of the Agreement and absent a mutual agreement to the contrary, each party shall promptly return, or at the other party's request, destroy (and provide confirmation of such destruction signed by an authorized representative for the party), all confidential information of the other party (including without limitation Confidential Information, any Software provided to County in object code form, and County Data).

- Section 21: SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION has been amended and replaced by the following:

Contractor shall subcontract with Intrepid Ascent LLC (2120 University Avenue, #722, Berkeley; Principal, Mark Elson), for services to be provided under this Agreement in an amount equal to twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- a. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this Agreement.
- c. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this Agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor–Controller Agency, Office of Contract Compliance & Reporting (OCCR).
- d. All SLEB participation, except for Contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Contractor to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their SLEB subcontractors are registered and trained as required to utilize the Elation compliance system. Contractor with

SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay Contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at ACSLEBcompliance@acgov.org.

- Section 22: FIRST SOURCE PROGRAM has been amended and replaced as follows:

Contractor's job postings are available for County's review at <https://innovaccer.com/careers/>

- Section 31: SURVIVAL has been amended and replaced as follows:

The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), Disclaimer of any other Warranties (Paragraph 39.2), Section 40 (Confidentiality), Limitation on Damages (Paragraph 41) and Conflict of Interest (Paragraph 12), shall survive termination or expiration.

- Section 33: PATENT AND COPYRIGHT INDEMNITY has been amended and replaced as follows:

33.1_ Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.

The foregoing obligation does not apply to any action or claim arising out of or relating to any: (i) access to or use of the Services or Contractor Products in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by Contractor; (ii) modification of the Services or Contractor Products other than: (i) by or on behalf of Contractor; or (ii) with Contractor's written approval in accordance with Contractor's written specification; or (iii) failure to timely implement any modifications, upgrades, replacements or enhancements made available to County by or on behalf of Contractor; or (iv) act, omission or other matter/issue described in Section 33.2.

33.2 County Indemnification. County shall defend, indemnify and hold harmless Contractor and its and its affiliates' employees, officers, directors, contractors and agents from any actions, claims, losses, damages, expenses (including reasonable attorney fees) or liabilities due to the infringement of any patent, copyright, or other proprietary right incurred by Contractor or the foregoing entities based on or arising out of Contractor's access or use of Data or County Systems. This indemnity under this Section 33.2 only applies to the scope covered hereunder and does not apply to any claims not covered specifically hereunder.

33.3 Indemnification Procedure. Each party will: (1) notify the indemnifying party promptly of such claim or suit; (2) permit the indemnifying party to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable the indemnifying party to do so.

Indemnifying party shall not agree without the indemnified party's prior written consent, to any settlement, which would require the indemnified party to pay money or perform some affirmative act in order to provide or continue using the Contractor Products.

- a. If a party is obligated to defend the other party pursuant to this Section 33 and fails to do so after reasonable notice from the indemnified party, indemnified party may defend itself and/or settle such proceeding, and the indemnifying party shall pay to the indemnified party any and all losses, damages and expenses (including reasonable attorney's fees and costs) incurred in relationship with the indemnified party's defense and/or settlement of such proceeding.
- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products as contemplated by this Agreement; (2) replace or modify the Contractor Products so that they become non-infringing, but equivalent in functionality and performance.
- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

- Section 34: OTHER AGENCIES has been revised as follows:
Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor may be requested to service these agencies and will be given the opportunity to accept or reject such contracts at Contractor's sole discretion. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
- The word "agreement" in Section 35: EXTENSION and in Section 36: SIGNATORY is amended and replaced with "Agreement".
- The following language shall be added to the General Terms & Conditions:

37. **Definitions.**

37.1 "**Confidential Information**" shall mean any and all proprietary and non-public information relating to the Contractor's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets disclosed by Contractor to the County and such information that gives the Contractor competitive advantage, for example trade secrets, Contractor's intellectual property, software functionality, features. Contractor understands that County is a public entity and subject to California Public Records Act or other legal requirement so County shall have to make some information public pursuant to that Act or other legal requirement. So, in order for Contractor to obtain the protection under this clause and the protection offered under the exemptions under the California Public Records Act or other legal requirement, Contractor shall mark or label all Confidential Information as "CONFIDENTIAL INFORMATION". See also Section 40, Confidentiality, below. For clarity, "Confidential Information" does not include Documents and Materials as defined under Section 11, which includes the items specified under Section 5 of the Exhibit A-4.

37.2 "**Innovaccer Products**" means the Software, Third party Materials, related specifications and documentation, Contractor's Confidential Information, and any and all other proprietary documents, materials, devices, methods, processes, hardware, software and other technologies

and inventions, technical or functional descriptions, requirements, plans or reports of Contractor, created, developed or authored by Contractor or its licensees, that are provided to County or Users in connection with the Software or the Services. Innovaccer Products also include the information technology infrastructure used by or on behalf of Contractor in performing the Services or providing the Software, including all computers, software, hardware, databases, electronic systems and networks, whether operated directly by Contractor or through the use of third-party services.

- 37.3 “**County Systems**” means County’s or any third-party information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems, EMR/EHR etc.) and networks, whether operated directly by the County or by a third party.
- 37.4 “**Data**” means any data or information input and/or stored in the Software by Users, other data sources, and any data provided by County to be processed by Contractor through the Software.
- 37.5 “**Software**” means Contractor’s proprietary software, platform, portal, dashboard or applications (including web app, desktop app and mobile app) and any computer program or module related thereto, including all documentation, new versions, updates, enhancements, customizations, upgrades, revisions, improvements and modifications of the foregoing that Contractor provides to County under this Agreement, whether the foregoing is developed, created, originated before or after the effective date (including developments and creations made under the Agreement).
- 37.6 “**Third party Materials**” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment or components of or relating to the Software that are not proprietary to Contractor.
- 37.7 “**Users**” means all County users of the Software and Services, including but not limited to individuals who access and use the Software from any public platform or website as agreed by the parties hereunder. Third parties may not use the Software or Services without prior written approval of Contractor.

38. **Access to Software and Services.**

- 38.1 Access to Software. Contractor shall provide County access to the Software, Third party Materials and the Services as described in this Agreement and any Amendments in accordance with the terms and timeframes set forth therein. Subject to and conditioned on County’s compliance with the terms and conditions of the Agreement, Contractor shall grant to County, a limited, non-exclusive, non-transferable, non-sublicensable, non-assignable right to access and use the Software solely for its internal business purposes. County may exercise this right only during the Term and only within the United States of America in accordance with specification for the Software provided to County. The Software shall be available as per the service level as provided in Exhibit A-2 below. Contractor shall provide support Services as specified in Exhibit A-2.

County’s access to the Software will be enabled upon completion of the implementation work as specified in Exhibit A-3 or otherwise agreed between the parties in writing. County’s right to access the Software shall cease immediately upon the expiration or termination of this Agreement.

- 38.2 Security. Contractor will be hosting Data on servers in the United States provided by Contractor's hosting/cloud services provider; provided however that Contractor may access, use and process Data from outside the United States through a secure VPN connection.
- 38.3 Authorization Limitations and Restrictions. County and Users' access to and use of the Software and any Innovacer Products is subject to the restrictions in this Section 2.3. County or its Users shall not, except as the Agreement expressly permits: (i) copy, modify or create derivative works or improvements of the Software or Innovacer Products, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Software or Innovacer Products to any third party; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Software or Innovacer Products to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (iii) reverse-engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Software or Innovacer Products; (iv) input, upload, transmit or otherwise provide to or through the Software or Innovacer Products, any information or materials that is: (1) unlawful or injurious, libelous, threatening, obscene or would violate the copyright or other intellectual property right or privacy right of any person, or (2) contain, transmit or activate any virus, worm, malware or other malicious computer code; or (v) access or use the Software or Innovacer Products in any manner or for any purpose that is not expressly specified hereunder or that violates any applicable law; (v) bypass or breach any security device or protection used by the Software or Innovacer Products or access or use the Software or Innovacer Products other than by an User through the use of his or her own then valid access credentials; (vi) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Software or Innovacer Products or Contractor's provision of services to any third party; (vii) remove, delete, alter or obscure any trademarks, specifications, documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Innovacer Products, including any copy thereof; or (viii) access or use the Software or Innovacer Products for purposes of competitive analysis of the Software or Innovacer Products, the development, provision or use of a competing software service or product or any other purpose that is to the Contractor's detriment or commercial disadvantage. County acknowledges that a violation of this Section 2.3 shall be deemed a material breach of the Agreement.

39. **Warranties**

- 39.1 County Warranty. County represents, warrants and covenants to Contractor that County owns or otherwise has and will have the necessary rights and consents in and relating to the Data and County Systems so that, as received by Contractor and used in accordance with the Agreement, they do not and will not infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.
- 39.2 Disclaimer of Any Other Warranties. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT, ALL SOFTWARE, SERVICES AND CONTRACTOR MATERIALS ARE PROVIDED "AS IS" AND CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER. CONTRACTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CONTRACTOR

MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR CONTRACTOR MATERIALS OR RESULTS OF THE USE THEREOF, WILL MEET COUNTY'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT.

ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND CONTRACTOR DOES NOT MAKE ANY REPRESENTATION OR PROVIDE ANY WARRANTY REGARDING ANY THIRD-PARTY MATERIALS.

40. **Confidentiality.** Unless otherwise agreed to in advance and in writing by the Contractor, County will not, except as required by law or court order, including without limitation the California Public Records Act, use the Confidential Information for any purpose whatsoever other than as permitted under this Agreement. County may disclose the Confidential Information only to those of its employees and subcontractors who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employees and subcontractors, such employee and subcontractors shall be made aware of the confidential nature of the Confidential Information and shall comply with terms and conditions consistent with the terms and conditions of this Agreement. County shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care. In the event that County transmit or have transmitted Confidential Information become legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or otherwise) to disclose any such Confidential Information, the County shall provide the Contractor with prompt written notice so that the Contractor may seek a protective order or other appropriate remedy, or both, or waive compliance with the provisions of this Agreement. In the event that the Contractor is unable to obtain a protective order or other appropriate remedy, the County shall furnish only that portion of the Confidential Information that is legally required to be furnished by it and, where appropriate, shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information. County agrees that a breach of this Section may result in immediate and irreparable harm to the Contractor that money damages alone may be inadequate to compensate. Therefore, in the event of such a breach, Contractor will be entitled to seek equitable relief, including but not limited to a temporary restraining order, temporary injunction or permanent injunction without the posting of a bond or other security.

41. **Limitation on Damages.**

- 41.1 **LIMITATION OF LIABILITY.** IN NO EVENT SHALL CONTRACTOR'S AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED \$12,000,000.

IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, HOWEVER ARISING, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL NOT APPLY TO (I) CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 33; (II) ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH MISAPPROPRIATION OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; OR (III) ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

FURTHER, COUNTY ACKNOWLEDGES AND AGREES THAT THE SOFTWARE, SERVICES, AND CONTRACTOR MATERIALS ARE TOOLS THAT ARE NOT INTENDED TO BE A SUBSTITUTE FOR THE EXERCISE OF CLINICAL JUDGMENT OR DECISION-MAKING. COUNTY AND THE USERS SHALL BE SOLELY RESPONSIBLE FOR (I) DETERMINING THE EXTENT (IF ANY) TO WHICH THE SOFTWARE, THE SERVICES, OR ANY CONTRACTOR MATERIALS ARE USED IN MAKING MEDICAL JUDGMENTS, AND (II) THE RESULTS OF SUCH DETERMINATIONS AND ANY AND ALL TREATMENT DECISIONS BASED THEREON. CONTRACTOR EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY MEDICAL ERRORS, INJURIES, OR SIMILAR CLAIMS ARISING FROM COUNTY'S OR USERS' USE OR MISUSE OF THE SOFTWARE, SERVICES, AND CONTRACTOR MATERIALS.

42. **InConnect Consents and Indemnity.**

42.1 County understands that InConnect is a self service app and shall be solely responsible for compliance with the law for its use of the Software provided however that Company shall comply with all applicable laws with regards to manufacture and provision of the Software to County. In particular, County represents to Contractor that County shall be solely responsible for obtaining legally valid consents from the patients or other individuals, including through InConnect (to the extent included in the scope under the Exhibit A-4) for the Contractor to enable County's communication with them through emails, messages or voice recorded calls or by other means by using InConnect or any related software or applications or by any other means as requested by County ("InConnect Communication"). County further understands and agrees that it shall be solely responsible for determining the content of the InConnect Communication and the recipients thereof and represents that InConnect shall be used by County for legally permissible, non-telemarketing purposes only.

42.2 County shall defend, indemnify and hold harmless Contractor and/or its affiliates, employees, officers, directors, agents and subcontractors from any actions, claims, losses, damages, expenses (including reasonable attorney fees) or liabilities incurred by the Contractor or the foregoing entities based on or arising out of InConnect Communication including (i) County's failure (or alleged failure) to obtain consents in Subsection 42.1 above or any breach of Subsection 42.1 and (ii) any alleged or actual breach or violation of law (including HIPAA Requirements and Telephone Consumer Protection Act) resulting from County's misuse of InConnect Communication. The indemnification obligations in Section 42.2. shall not apply to any claim, suit, action, proceeding, losses, damages, liabilities, penalties, fines, costs or expenses (including reasonable attorneys' fees) arising out of any violation or alleged violation of law by County, any User, or authorized third party that is attributable to inaccurate, inappropriate, or inapplicable information provided by Contractor to County or such User or authorized third party (e.g., via the EMPI algorithm).

43. **Miscellaneous.**

43.1 **Force Majeure.** Except for payment obligations, if either party is prevented from performing or is unable to perform any of its obligations under the Agreement due to causes beyond the reasonable control of the party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, pandemic, strikes or labor disputes (other than those limited to the affected party) (each, a "**Force Majeure Event**"), such party's performance shall be excused and the time for performance shall be extended accordingly provided that the party affected immediately notifies the other party and immediately takes all reasonably necessary steps to resume full performance. If Force Majeure Event lasts for more than 30 days, then either party may terminate the Agreement.

- 43.2 Restricted Rights. If County is an agency, department or entity of the United States Government (“**Government**”), County agrees, that (i) use, reproduction, release, modification or disclosure of the Software, or any part thereof, including technical data, is restricted in accordance with Federal Acquisition Regulation (“**FAR**”) 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement (“**DFARS**”) 227.7202 for military agencies, (ii) the Software is a commercial product, which was developed at private expense, and (iii) use of the Software by any Government agency, department or other agency of the Government is further restricted as set forth in the Agreement.
- 43.3 Import and Export Requirements. County may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with all applicable laws and regulations, in particular, but without limitation, United States export control laws.

County Counsel Signature:  DocuSigned by:
K. Joon Oh, Deputy County Counsel
EFDCE3E661894A0...

EXHIBIT A
SERVICES

1. Contractor shall provide client database case management software system which includes Data Activation Platform, InCare, InGraph, InConnect (“CDS”) and Services with the requirements set on this Exhibit A, consisting of the following:

- Exhibit A-1 Specific Requirements
- Exhibit A-2 Product Description & Support
- Exhibit A-3 Implementation
- Exhibit A-4 Deliverables/Reports

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901961 (RFP), including any addenda, Exhibit B – Requirements Matrix, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP, Exhibit B, and Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor’s proposal shall be performed to the greatest extent feasible.
- b. The RFP, Exhibit B – Requirements Matrix, and Response, which are collectively incorporated into this Agreement by this reference, may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Vivek Thunga	Regional Vice President, Customer Success	(484) 260-4657	vivek.thunga@innovaccer.com
Badal Mangla	Regional Director Customer Success/Account Manager	(415) 610-7579	badal.mangla@innovaccer.com
Rujuta Vidal, RN, MHA	Regional Director Customer Success/Account Manager	(415) 504-3851	rujuta.vidal@innovaccer.com
Karen Ostrowski	Data Governance Subject Matter Expert	(916) 849-3859	karen@intrepidascend.com

Danielle Carter	Whole Person Approach Ux Design and Training & Onboarding Subject Matter Expert	(707) 980-9303	danielle@intrepidascend.com
Alex Horowitz	Social Health Information Exchange (SHIE) Data Integration Subject Matter Expert	(707) 980-9303	alex@intrepidascend.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1

SPECIFIC REQUIREMENTS

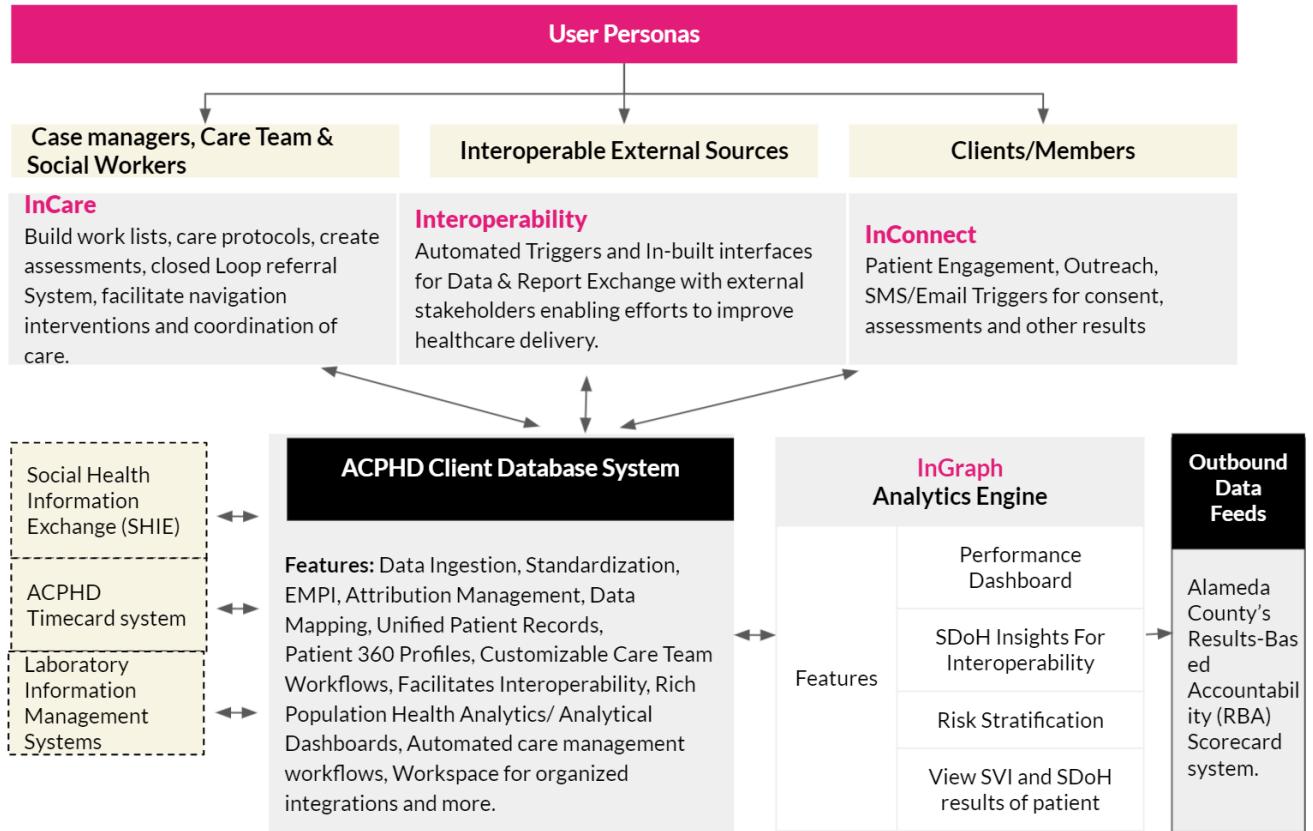
1. Please refer to the Exhibit H – Functional, Technical, and Service Level Requirements for a description of the collective functionality that the Contractor and Client Database System (CDS) are expected to provide.
2. Contractor shall provide an off-the shelf, with options for customizations, Client Database System (CDS).
3. Contractor or subcontractor shall be a certified implementation partner on the software system.
4. Contractor shall provide and pay for all hosting, maintenance, and ancillary services for the CDS.
5. If Contractor shall be required to work, collaborate, interact or integrate with other existing contractors or vendors (like EMR/EHR) or their systems, the Alameda County Public Health Department (ACPHD) Information Systems (IS) team and external stakeholders upon County's request or as part of its obligations hereunder, County shall be responsible for directly (i) entering into required agreements with such parties to enable Contractor's access and/or interaction with such third parties and for (ii) paying any charges imposed by such third parties. Contractor will take commercially reasonable measures to collaborate with such third parties, provided however that, Contractor shall not be deemed to be in breach the Agreement if Contractor is unable to finalize any collaboration with such third parties
6. Parties understand that Data under this Agreement may contain 42 CFR Part 2 Regulations (Part 2 Information), the County shall only provide such Part 2 Information in a file and/or format compliant with the Part 2 Regulations, so as to enable Contractor to meet its obligations hereunder. Before disclosing any Part 2 Information to Contractor, the parties shall discuss the specifics regarding how Part 2 Information shall be disclosed including the requirements for County to identify such data specifically as Part 2 Information and Contractor to execute a Qualified Service Organization agreement. The County shall be responsible to comply with applicable laws with regard to provision and use of such Part 2 Information by Contractor as required of a qualifying program under 42 CFR part 2. Nothing in this paragraph shall relieve Contractor of regulatory obligations under 42 CFR part 2 as a Qualified Service Organization, or County as a qualifying program under 42 CFR part 2. County shall be solely responsible for determining which of its authorized users may appropriately access or receive Part 2 Information, and for configuring system and data access accordingly. To the extent Contractor receives, stores, processes, or otherwise deals with any Protected Health Information that is subject to the Part 2 Regulations in providing the services to County, Contractor shall be compliant with all federal, state, and local laws and regulations that apply, including without limitation the HIPAA Rules, the regulations regarding the confidentiality of substance use disorder patient records set forth at 42 CFR Part 2, the California Confidentiality of Medical Information Act (California Civil Code § 56 *et. seq.*), the Lanterman-Petris-Short Act (California Welfare and Institutions Code § 5238 *et. seq.*), and laws regarding the confidentiality of HIV test results (California Health and Safety Code § 120975 *et. seq.*).
7. Contractor shall provide dedicated full-time resources that include, at a minimum, one Project Sponsor, one Project Manager, one Technical Manager, one Business/Analyst, and also include services of Integration/Data migration engineer and Development engineer as and when needed.

- a. The Contractor’s Customer Success Manager shall be responsible for the overall project. The various teams involved along with their roles and responsibilities are as follows:

Position	Responsibility
Customer Success Manager	<ul style="list-style-type: none"> • The CSM is responsible for the business methodology of ensuring ACPHD achieves their desired outcomes while using your product or service • CSM is relationship-focused and portfolio management, that aligns ACPHD goals for mutually beneficial outcomes • Direct interaction with executive leadership
Project Manager	<ul style="list-style-type: none"> • Acts as the coordinator for the implementation • Conveys requirements from the customer and transfer the same to Innovaccer team and vice versa. • Coordinates with team for weekly updates • Collates all project specific documentation • Coordination with data team for mapping, pipeline line development and implementation
Customer Engineer Manager	<ul style="list-style-type: none"> • Access to data sites environment • Implementation of project within estimated time frame • Deployment of Innovaccer platform and client application for various practice sites • Coordination with data team for mapping, pipeline line development and implementation • Coordination with quality team to close gaps in data
Director Customer Success Management	<ul style="list-style-type: none"> • Mentoring the project team on the implementation and management • Account Strategy and Growth Plan • Operational Excellence and Consultation on Data, BI, and Insights

8. The Contractor team shall remain in place throughout the duration of the project. Any proposed changes to the team shall be approved by ACPHD IS team in writing. There shall not be more than two changes to the proposed team throughout the project to ensure continuity of stakeholder and requirement knowledge, which in turn is a critical success factor for the project. In the event of a team member transition, the Contractor shall provide a clear transition plan including timeline, open tasks, deliverables, and a warm hand-off so no time or effort is lost as the new team member comes up to speed.
9. Given the size and complexity of the project, the Project Sponsor and/or Project Manager shall be available onsite if in line with current Public Health guidelines and standard operating procedures for the monthly Project Status meetings with the ACPHD IS team, for the duration of the project, and is available as needed for communication with the ACPHD Project Sponsor and/or Project Manager and/or ACPHD IS leadership team. The Project Manager provided by the Contractor shall be available at a minimum of 80% (level of engagement may be negotiable) of the time for the delivery to ensure the appropriate level of execution and shall attend all project meetings.
10. The Contractor shall warrant that all materials and/or Software produced hereunder shall not infringe upon or violate any U.S. patent, copyright, trade secret, or another proprietary right of any third party. In the event of a claim by any third party against the County or ACPHD, the County or ACPHD shall promptly notify the Contractor, and the Contractor shall defend such claim and the County’s name. All expenses pertaining to such defense shall be borne by the Contractor.
11. All Software provided by the Contractor, including any off-the-shelf software that is bundled in the system, shall meet the requirements for encryption, security, and auditing per health care industry-specific standards and County standards and guidelines.
12. Integration
- a. Any integration to County applications requires the Contractor to comply and follow the County standards specific to that application. At a minimum, Software should conform to the data formats and security protocols of the County. County uses NIST 800-53 as the security compliance framework. The County shall have the opportunity to assess against those standards on a periodic basis.

- b. Contractor shall integrate the most important data sources for the County including the Social Health Information Exchange (SHIE), ACPHD Timecard System, and relevant Laboratory Information Management Systems (LIMS). Contractor’s CDS shall integrate with these sources as follows:



13. Any software implementation plan which includes hosting within the Alameda County infrastructure, or which passes data across the Alameda County network must be submitted for review and approval by the Alameda County Public Health Information System (IS) at least 30 days prior to implementation. The Contractor agrees to modify their software implementation to satisfy any security or other requirements as determined necessary by Information Technology Department (ITD)/IS to insure Alameda County’s network and data security.
14. To stand up the CDS for ACPHD, the Software shall provide the following important components:
- A rapidly configurable (either by internal Information System staff of ACPHD or by the Contractor’s staff) User Interface that can adapt to specific data capture requirements of different programs of the ACPHD targeted to use this system.
 - Secure Communication among multiple stakeholders (includes internal ACPHD staff as well as external users partnering with ACPHD).
 - Client Consent Management. Integrated and in-built consent management workflow that captures and records client consent as well as administrative functionalities to manage control of what is consented and where it has consented.

- d. Dashboard, Reporting and Self-Service Business Intelligence tools.
 - e. Referral Management.
 - f. Scanned Document Management.
 - g. Provider portal and client portal applications, including for the client portal language capacity to support multiple languages (minimum - English, Spanish, Chinese & Vietnamese), be integrated to reach non-English speaking clients.
 - h. Scheduling System that provides visibility of staff schedules across ACPHD enterprise.
15. The CDS shall, at a minimum, support data interchange using clinical data standards of HL7 v2.x and 3.x, ADT, and C-CDA (XML) along with the ability to ingest custom format flat files from various data sources. The Software shall also handle electronic data interchange (EDI) message formats in transaction sets including but not limited to 834 (benefit enrollment and maintenance), and 837 (claims). In the future, the Software shall be able to support FHIR standards for interoperability as well.
16. Business Intelligence (BI) and Reporting
- In addition to the operational needs, ACPHD programs require a substantial amount of grant reporting, which necessitates deployment of a Business Intelligence (BI) and Reporting. Contractor shall offer either off-the-shelf or custom-built solutions (or a combination of both) to include or support:
- a. Evaluation, compliance, and operational reporting.
 - b. Governance and stakeholder dashboards.
 - c. Self-service business intelligence custom reporting in that order of priority.
 - d. Contractor shall develop data feeds from Alameda County Social Health Information Exchange (SHIE) to existing BI tools, as well as outbound data feeds into systems such as Alameda County's Results-Based Accountability (RBA) Scorecard system.
17. ACPHD data resides in multiple systems but the three main Systems are – ECChange, CHARTS, and Healthy Soft. ECChange is offered by Alameda County's First 5 and CHARTS is an in-house developed system. The Contractor shall migrate County's case records (both historical and current) from those systems to the CDS.
18. During the term of this Agreement, the County will have continuous access to Data stored in database including via Citrix VDI and DBeaver and Contractor will also transfer database replica including via SFTP to ACPHD server on County's request. The database replica location (on premise or cloud), RDBMS format and frequency (e.g., daily) are to be determined.
19. Between 60 days and 30 days before termination and/or expiration of the Agreement, Contractor shall provide the County all Data in a County useable format, including but not limited to data schema and data dictionaries.

EXHIBIT A-2

PRODUCT DESCRIPTION & SUPPORT

1. Contractor’s product name and version number:

Product Name	Current Version Number
DAP (Data Activation Platform)	v21.4.0
InCare	v6.1.96
InConnect (Outreach)	v6.1.80
InConnect (Mobile Application)	v2.7.9
Virtual Care Network	v2.4.8
InAPI	Beta Version
InGraph	v1.0.20

2. Contractor’s product is a vendor-hosted solution on a virtual private cloud.







3. The County shall own the data and shall have the flexibility to export the data at any time.




4. Modules available to the County:








Product Name	Modules Available	Current version of Modules	Dependency on Core Product	Technical specification
DAP (Data Activation Platform)	Modules listed below	v21.4.0	Core Product	<ul style="list-style-type: none"> The platform is accessible from web portal and compatible OS such as Windows, Linux, macOS
Module #1	InCare	v6.1.96	Data will be available through DAP	<ul style="list-style-type: none"> As a desktop application on Windows and Mac OS. As an app on iOS and

				<p>Android mobile devices.</p> <ul style="list-style-type: none"> ● As a web application in a web browser on any device.
Module #2	InConnect (Outreach)	v6.1.80	Data will be available through DAP	<ul style="list-style-type: none"> ● As an app on iOS and Android mobile devices.
Module #3	InConnect (Mobile Application)	v2.7.9	Data will be available through DAP	<ul style="list-style-type: none"> ● As an app on iOS and Android mobile devices.
Module #4	Virtual Care Network	v2.4.8	Data will be available through DAP	<ul style="list-style-type: none"> ● As a desktop application on Windows and Mac OS. ● As an app on iOS and Android mobile devices. ● As a web application in a web browser on any device.
Module #5	InAPI	Beta version	Data will be available through DAP	<ul style="list-style-type: none"> ● As a desktop application on Windows and Mac OS
Module #5	InGraph	v1.0.20	Data will be available through DAP	<ul style="list-style-type: none"> ● As a desktop application on Windows and Mac OS.

5. Product Mapping

Core System Functionality	Product Mapping
Data Capture Requirement	Data Activation Platform™
Data Migration	
Client Consent Management	
Scanned Document Management	
Standardized Assessments	
Provider Portal and Client Portal applications	Virtual care Network  

Comprehensive Care Plan ACPHD social works, care coordinators, and other providers interface with to provide care to clients	
Team-based Care Coordination Secure Communication among multiple stakeholders (includes internal ACPHD staff as well as external users partnering with ACPHD)	
Referral Management Integrated Client Referral System	

<p>Scheduling System</p> <p>Provides visibility of staff schedules across ACPHD enterprise</p>	
<p>Appointment Reminders</p> <p>Customizable by provider, location and appointment type. Send by text, voice, and email.</p>	
<p>Outreach Campaigns</p> <p>Send campaigns to populations due for a screening or immunization. Can be done by text, phone or email (based on client preference).</p>	
<p>Multilingual</p> <p>Integrated to reach non-English speaking clients.</p>	
<p>Client Preferences</p> <p>Client preferences for language and method of outreach can be stored on the system.</p>	
<p>Customer Success Metrics</p> <p>Real-time insight into product usage and Client engagement.</p>	
<p>Dashboard, Reporting and Self-Service Business Intelligence</p>	

6. Data Activation Platform (DAP)
 - a. Contractor shall provide Data Activation Platform (DAP). DAP is a healthcare data platform that enables healthcare organizations and their allied, non-healthcare partners to bring disparate data sources together to conduct analytics, derive insights, and then act on those insights through other Contractor and third-party applications.
 - b. DAP shall create an interface for all pertinent data sources: SHIE, ACPHD Timecard System, and LIMS. As needed, Contractor can also ingest data into DAP from additional sources such as claims for prospective.
 - c. DAP shall follow a productized approach for Data Extraction, Aggregation, Normalization, Standardization, and Export of data. Described below is the process of how different components of the DAP Module would work to generate the desired output.

(1) Data Extraction:

DAP Client, a lightweight windows application, would be installed on the client site to connect securely with source systems. The modes of data extraction would include, Database, File Systems (C-CDA, flat files, CCD, etc.), HL7 (TCP/IP) interface. Raw data extracted by DAP Client would be stored in HDFS, from where it would be pushed through the Data Quality Assessment Tool (DQT) tool.

County understands and acknowledges that the solutions shall only be compatible with the browsers and operating systems specified below:

(a) Platform Services

(b) Population Health Analytics

(c) Care Management

(d) Patient Engagement: OS: Windows 7 and above /Windows 8 above preferred.

(e) Browser: Chrome

(f) Hardware requirements:

(i) Number of Servers - Single Server.

(ii) Disk Storage - A minimum of 20 GB of available space on the hard disk.

(iii) Memory - There are no specific memory requirements for application to be running on platform.

(iv) CPU - 2 gigahertz (GHz) frequency or above, A minimum of 2 GB of RAM, Monitor Resolution 1024 X 768 or higher.

(v) Supported OS -Windows 7, Windows 8 or Windows 10, Mac OSX 10.8, 10.9, 10.10 or 10.11.

(vi) Supported Databases - MS SQL Management Studio Server, HeidiSQL.

(vii) Supported Application Servers – Contractor uses Nginx as a web serve.

(viii) Browsers- Google Chrome* 36+, Internet Explorer 11+ (Windows only).

(ix) Software- Adobe Acrobat Reader --for PDF files Adobe® Reader® software is the global standard for electronic document sharing. It is the only PDF viewer that can open and interact with all PDF documents. Use Adobe Reader to view, search, digitally sign, verify, print, and collaborate on Adobe PDF files.

(x) Adobe Flash Player-Flash Player allows users to enjoy content with video, graphics and animation.

(2) Data Transformation:

Post data quality check, raw data would undergo a transformation in DAP pipelines. DAP pipelines would govern the flow of data from one end to the other and required standardizations, modifications, and other operations would be performed to provide clean and accurate data. Processed and clean data would be mapped to DAP’s master schema and stored in the Integrated Data Lake.

(3) Export of Data:

Processed and clean high-quality data, available in DAP’s Integrated Data Lake, can be accessed through our library of pre-built APIs which can be leveraged to power customer applications. Processed data can be requested by the users, via RESTful API calls in XML / JSON format or SQL Query.

(4) EMPI:

Contractor’s EMPI or Enterprise Master Patient Index is a client database used by healthcare organizations to maintain accurate medical data across its various departments. The client is assigned a unique identifier (EMPI) that is used to refer to this client across the enterprise. The objective is to ensure that each client is represented only once across all the software systems used within the organization. The EMPI mapping shall be 99.98% accurate.

(5) Client Attribution:

DAP enables providers to filter their client population by utilizing client eligibility files and applying multilevel attribution logic and filters like EMR, time, number of visits, and more, so that they can track and view their performance for the population as per the specified attribution logic and view records of the clients.

d. The table below lists the data sources, file formats, and exchange standards DAP can handle:

Data Sources Inputs	Electronic Health Records, CMS, Commercial Claims and Billing Files, Practice Management Systems, Financial Systems, ADT Feeds, Labs, SDOH, CRM’s, and Pharmacy, Eligibility.
Data Transport Mechanisms	SFTP, HTTPS, VPN, IHE XDS.b, IHE XDR, Manual Uploads, RESTful API or other web services
Data Systems Supported	SQL Databases: MySQL, MS-SQL, OracleDB Database NoSQL Databases: Postgres

File Formats Supported	Delimited Files, DBF, XLS Nested Documents: XML, JSON - Via API, PDF, CCLF
Data Exchange Standards	HL7 2.X, FHIR, C-CDA Documents, X12N 837, X12N 835, X12N 820, X12N 834, X12N 270/271, X12N 278, X12N 276/277
Nomenclature Standards	RxNorm, LOINC, CVX, CPT, SNOMED-CT, ICD 9, ICD 10, NDC, HCPCS, NCPDP

7. InCare

a. Contractor shall provide InCare, which has the functionality to collaboratively create, update, manage, and securely share a comprehensive care plan. Key components and capabilities of InCare include:

(1) Client 360:

- (a) Unique and customizable longitudinal client record integrated from disparate data sources that can be shared back bi-directionally back to SHIE.
- (b) A holistic picture of a client’s demographics, clinical, risk and social profile.
- (c) Intuitive client search.

8. InConnect

a. Contractor shall provide InConnect, a holistic solution to provide tightly integrated client outreach and engagement.

b. Outreach capabilities of InConnect include:

Outreach Campaign Module	Care teams can do outreach via text messages, emails, letters, secure portal messages and recorded voice messages based on Client preference.
Outreach Program Module	Care teams can set up automation using omni-channel communication for maximum engagement and outcomes using IVR, text and emails.
Outreach Settings Module	Care teams can manage senders, throttle and consent information from settings.

Outreach Performance Insights	Users will be able to track the performance of their outreach campaigns.
Outreach example use cases	<p>Annual wellness visit (AWV) campaigns to promote visits.</p> <p>Appointment reminders including outstanding care gaps to raise with the physician.</p> <p>Immunization campaigns (e.g., flu shot, pneumococcal vaccine, TB).</p> <p>Outreach on SDoH factors identified (e.g. elevated SVI, missed RX refill indicators).</p>

c. Existing InConnect features include:

Feature Name	Description
Text outreach	<p>The care coordinator/care manager can send a text outreach to a large number of Clients which can then be accessed by the Client on a text sms or secure portal.</p> <ul style="list-style-type: none"> ● This can be personalized using 20+ personalization tags. ● It also offers a configurable consent mechanism to cater to HIPAA guidelines.
Voice Outreach	<p>The care coordinator/care manager can send a voice outreach to a large number of Clients using the Outreach product. The voice outreach can either be an informative outreach or a response enabled outreach.</p> <ul style="list-style-type: none"> ● Users can request for professional voice recording or provide a recording of their own. ● It also offers live call transfer to another number. ● Numbers used for outreach can also be masked for better engagement & outcomes. ● The responses can be taken through keypad inputs or voice. ● Calls can be personalized with 20+ attribution tags

Email Outreach	<p>The care coordinators/care manager can send email outreach to a large number of Clients.</p> <ul style="list-style-type: none"> ● Users can make templates on from pre-built templates or create a new one. ● Consent mechanism is also in place and is configurable for consent messages. ● Use 20+ personalization tags for an impactful campaign including call back numbers, care team details etc.
Programs Automated Outreach	<p>Programs are a combination of text, voice and email outreaches that the care coordinator/care manager can send at various points of the Client journey to ensure the maximum engagement. It's salient features are:</p> <ul style="list-style-type: none"> ● Use pre built automation workflows that have been tested with population. ● Setup follow ups using various channels. ● Maintain versions of the same program for monthly runs. ● Manage registries, templates on the go. ● Setup Client refresh schedule. ● Setup automation schedule and period for activation.
Campaign performance	<p>The care coordinator/care manager can see a detailed report on:</p> <ul style="list-style-type: none"> ● The number of outreaches that succeeded /failed. ● If they failed, what was the reason for the failure of the outreach. ● Outreach was seen/heard or not. ● Time and day of engagement. ● Number of attempts for engagement. ● Volume of total outreach attempts.
Settings	<p>Manage all the information related to</p> <ul style="list-style-type: none"> ● Senders - Personalize the messages, transfer to facilities, masked caller IDs, call back number. ● Default sender setting for fallback handling. ● Verification for masked caller IDs. ● Client preference for mode of communication.

d. Contractor's Virtual Care Network (VCN) allows the care providers to provide virtual care to their clients over HD quality audio/video calling, targeted and bulk client outreach, remote assessments, and risk-based triaging.

9. InRef

- a. Contractor's Referral Management solution, InRef, is capable and designed to handle both centralized and decentralized referral centers. Contractor shall provide an entire suite of applications supporting end-to-end referral management solution which targets different user personas through different applications as described below:
 - (1) InRef for referral center users.
 - (2) InConnect for clients to schedule appointments.
- b. Centralized: Central team can initiate referrals on InRef based on search criteria, or see created referrals in their queue (InRef's worklist) and work on other aspects of referral workflow (scheduling, notes, etc).
- c. Decentralized: Staff or care team works on the next steps on InRef, in a practice setting. Specialist offices could also have InRef, or if not, Primary Care Physician (PCP) offices would contact them and update the info on InRef. If the referral does not require review, the specialist office can be immediately notified (if using InRef) about the request to support scheduling the Client.

10. InGraph

- a. Contractor shall provide InGraph to support ACPHD's navigation interventions and care management. InGraph shall provide social worker and management reporting insights to help facilitate provider success. This application shall have reporting features related to cost, quality, and utilization, and outcomes.
- b. InGraphs powerful analytics engine shall also supports quality measures, registry building and risk modeling. Over 100 quality measures shall come pre-built and there is functionality available for ACPHD to create their own measures as needed. With the registry builder, ACPHD can stratify populations into prioritized subsets, which can feed social worker worklists and client engagement campaigns.
- c. From a risk modeling perspective, Contractor has developed a modern AI-based Social Vulnerability Index (SVI) model which pulls in both publically available and client specific data to build a unique risk score for each client. This risk model adds an additional layer to care coordination as ACPHD shall have the ability to better stratify their population based on Social Determinants of Health (SDOH). These analytics ensure an optimized and efficient workflow.

11. Contractor shall provide a web portal through which clients can directly access the application and a compatible browser needs to be installed on the client machine to access the application. The following browsers are supported:

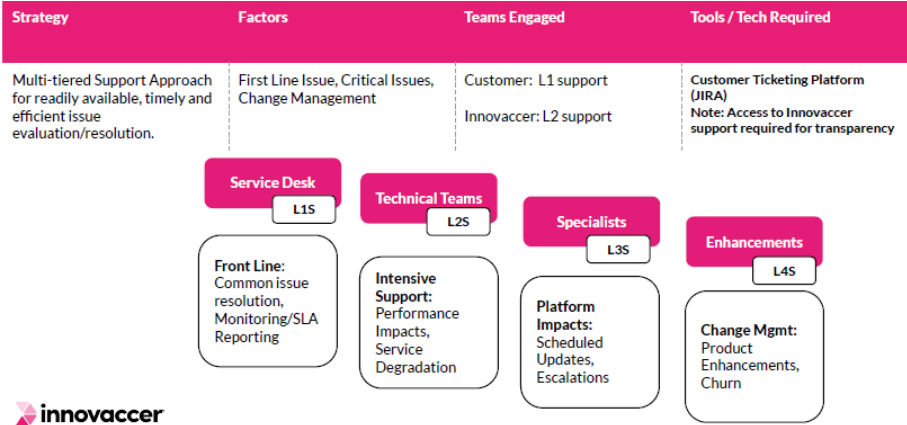
- a. Chrome 63 and above (recommended)
- b. Compatible with IE 11.0.91 and above but not recommended due to performance issues.

12. The product provides a testing environment with sizable test data which is leveraged for testing/validation, and training as needed. The customer accessible environments are managed by the Contractor, if the County wishes to manage the training environment Contractor can share the access to tools that are utilized to manage the environment, but the County would need to engage with the Contractor's engineering teams.

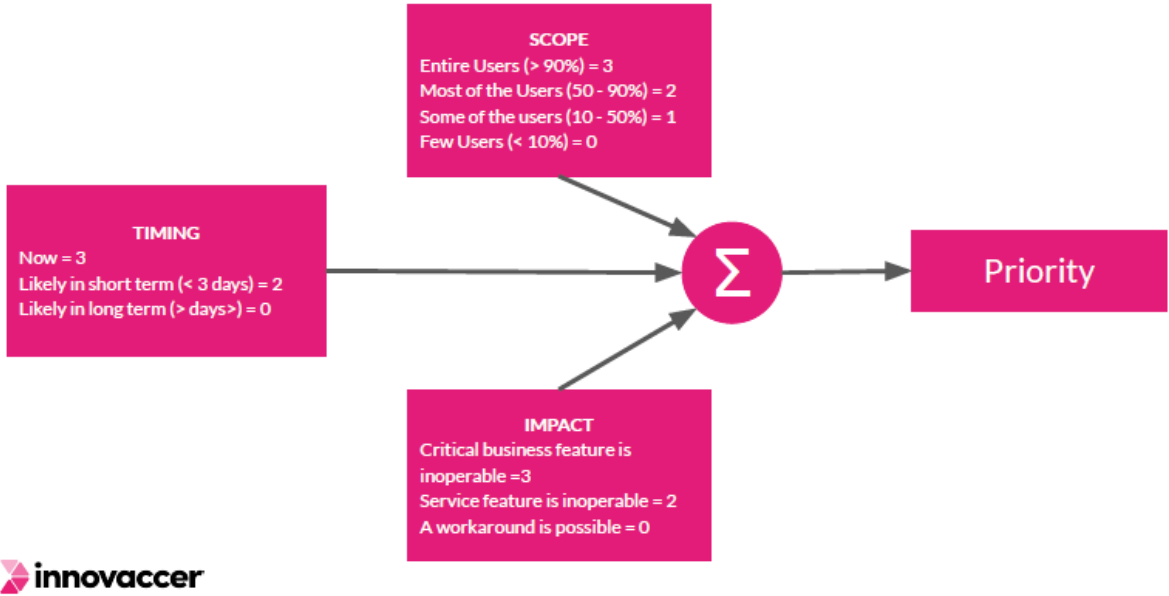
13. Support

- a. Contractor's Support team provides technical and functional support to Contractor's suite of products. The Support group shall monitor the maintenance modules and is available during the agreed business hours for any unplanned disruption in products and services. The County can raise a ticket for an Incident (an unplanned interruption to the product service or reduction in the quality of service) or a Query (a request from a user for something to be provided).
- b. Contractor shall provide product training along with documentation to the Customer's Level 1 support team.
- c. For self-service support, Contractor shares user-guides for users to learn about application and functionalities. The documentation/user guide shall be provided as per the knowledge base/how-to docs. Also, Contractor shall provide FAQs in electronic format which could be referred by the users whenever required.
- d. In-app Support/Ticket Portal: There shall be a help option within the product.
- e. Phone support: (415) 231-6060
- f. Support Hours: 8:00 a.m. – 5:00 p.m.
- g. Platform availability shall be 99%.
- h. Email Support: Write to support@innovaccer.com (in case the platform is down and a ticket cannot be created from the ticketing portal).
- i. Ticket Type:
 - (1) Incident: An unplanned interruption to the product service or reduction in the quality of a service. Example – Contractor's platform is down, Unable to access P360 or InCare module.
 - (2) Query: A request from a user for something to be provided. Example - Access to Contractor's platform, a query on how-to use platform or a dashboard.

j. Customer Support Overview:



k. Priority Algorithm shall be as follows:



1. Priority Score shall be as follows:

<p>SCORE 8 — 9</p> <p>Critical</p> <p>Business critical functionality is inoperable or critical interface has failed. This usually applies to a production environment and indicates an inability to access services resulting in a critical impact on operations. This condition requires an immediate solution.</p>	<p>6 — 7</p> <p>High</p> <p>Critical loss of application functionality or performance resulting in high number of users unable to perform their normal functions. Major feature/product failure; inconvenient workaround exists. The program is usable but severely limited.</p>	<p>3 — 4 — 5</p> <p>Medium</p> <p>Moderate loss of application functionality or performance resulting in limited users impacted in their normal functions. Minor feature/product failure, convenient workaround exists/minor performance degradation.s</p>	<p>0 — 1 — 2</p> <p>Low</p> <p>The issue consists of "how-to" questions including issues related to one or multiple modules and integration, and inquiries, enhancement requests, or documentation questions.</p>
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(1) Response times shall depend on the Priority Score:

SLA	Response Time (Incidents only)	Resolve Time (Incidents only)
Critical	<2 hrs	<6 hrs
High	<4 hrs	<9 hrs
Medium	<1 business day	<3 business days
Low	<2 business days	<5 business days

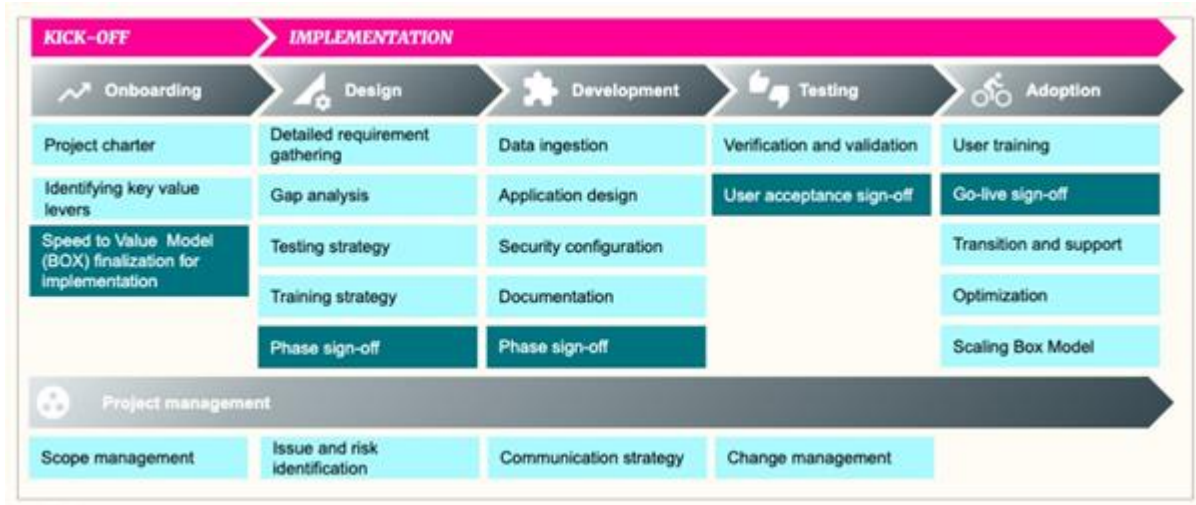
m. Escalation Hierarchy shall be as follows:

Escalation Level	Contact Point
Level 1	Sustenance Engineering Manager (adit.yadav@innovaccer.com)
Level 2	Customer Success Director (vivek.thunga@innovaccer.com)
Level 3	Sustenance Engineering Director (anchal.nevatia@innovaccer.com)

EXHIBIT A-3

IMPLEMENTATION

1. Contractor’s implementation approach shall be as follows:



- a. Onboarding: Contractor shall engage and onboard ACPHD with a clear focus on validating and understanding ACPHD requirements and business objectives, establishing a Program Management Office, understanding the existing landscape from a system configuration and integration standpoint, and identifying the optimum resources for ensuring program success. The completion of this phase will be the delivery of a Project Charter reviewed and agreed on by ACPHD, which will include forward-looking requirements and triaged development road-mapping exercises.
- b. Design: In this phase, Contractor’s team shall work with ACPHD key stakeholders to document detailed requirements. Contractor shall conduct a gap analysis of current workflows with future workflows to determine maximum effectiveness. End to End test strategy formulation is done by the customer with optional assistance from Contractor’s team. Finally, end-user and organization-wide training plans shall be prepared with the ACPHD, which includes acceptance criteria and success metrics.
- c. Development: This phase kicks off the project for implementation of the Data Activation Platform for data migration and later data extraction, ingestion, and mapping from source systems. Contractor shall then perform normalization and standardization of integrated data and push the high-quality data to the platform which powers the InGraph for analytics. Contractor shall set up a detailed data governance structure for user management across the platform for limiting access to specific users, programs, and datasets.
- d. Testing: During this phase, Contractor shall engage test scripts and libraries to verify the functionality being delivered. Post-verification starts User Acceptance Testing (“UAT”) when ACPHD would execute the test strategy it had created during the design phase of the project. A sign off from end-users post-validation signifies satisfactory closure of this phase.

- e. Adoption: Contractor’s team shall provide post-go-live support and maintenance for the user’s post-implementation. The key focus in the adoption phase would be on tracking technical and business issues, monitoring of interfaces, addressing project issues, and support services. As the ACPHD user community becomes acquainted with the system, many processes that were initially efficient may need to be reexamined and hence optimized.
- f. End-User Feedback: At every stage of implementation, cadence meetings are conducted to assess the project progress and milestones achieved. Each phase’s exit criteria are evaluated and once achieved, entry to the next stage is initiated. Contractor’s team and customer’s project manager shall discuss the progress and plan for the next stage of implementation.

- 2. Contractor’s Customer Success Manager shall be the point of contact for daily interactions and acts as the coordinator for the technical side of the implementation.
- 3. Contractor’s Implementation Support Team shall be as follows:

Position	Support Required	Time Required - First 6 weeks	Time Required - Ongoing Implementation
Project Sponsor	The Project sponsor defines organizational business and clinical requirements, priorities, goals and overall success criteria.	3 hours/ week	1 hour /week
Project Manager	To coordinate with Contractor on behalf of the County and be the single point of contact to gather requirements, clarifications, follow-ups, etc.	15 hours/week	10 hours/week
Care/ Clinical Leads	To help define protocols and workflows, providing guidelines on key components such - Migration plan, Prioritization and success criteria.	2 hours/week	1 hours/week
Data Liaison	To coordinate or data management and queries	2 hours/week	2 hours/week

IT Liaison	To coordinate DAP installation in the customer environment and setting access for data feeds	2 hours/week	1 hour /week
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4. Contractor shall conduct meetings at fixed intervals with a defined agenda which shall be shared with the County before the day of the meeting.

Title	Frequency	Agenda	Attendees
Quarterly Business Meeting	Quarterly	<ul style="list-style-type: none"> ● Strategic Alignment ● Product and future roadmap 	<p>County: Leadership & Project Team</p> <p>Contractor & Subcontractor: Leadership</p>
Project Governance	Monthly (60 minutes)	<ul style="list-style-type: none"> ● Overall status of the project ● Leadership discussion on engagement status ● Re-alignment of priorities 	<p>County: Leadership & Project Team</p> <p>Contractor & Subcontractor: Leadership & Customer Success Team</p>
Bi-weekly Update Meeting	Biweekly (45 minutes)	<ul style="list-style-type: none"> ● Summary of updates and action items ● Identify roadblocks, solutions and next steps 	<p>County: Project Team</p> <p>Contractor & Subcontractor: Leadership and Customer Success Team</p>
Weekly Project Meeting	Weekly (45 minutes)	<ul style="list-style-type: none"> ● Update team on project implementation ● Queries and action items 	<p>County: Project Team</p> <p>Contractor & Subcontractor: Customer Success Team</p>

Weekly Working Sessions	Weekly (30 minutes each)	<ul style="list-style-type: none"> ● Data Integration ● InCare ● InGraph 	County: Project Team Contractor & Subcontractor: Data team
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5. Training

- a. For system administrators during the design phase: Contractor shall facilitate training sessions as part of the implementation. The training plan shall be detailed out, taking the resources and in-scope applications into consideration.
 - (1) Contractor shall conduct an in-person training program with the users at the County location(s) and then scale the training program to all providers, using a train-the-trainer approach, via 3-5 workshops conducted for geographically co-located groups of provider representatives.
 - (2) Contractor’s applications training schedule is designed specifically to user role and in-scope applications. The average time required for each role is 2 hours which varies depending on identified workflows and users enrolled for training sessions.
 - (3) As additional users and programs are on boarded, the Subcontractor shall assist with iterative improvements to the training and onboarding process.

- b. For end-users during the implementation phase: Contractor’s Support team shall provide technical and functional support to Contractor’s suite of products. See Support section mentioned in Exhibit A-2 (Product Description & Support).

- c. Contactor has developed Innovaccer Academy (in-house Learning Management System (LMS)) which is designed to bring video content and learning courses to the County and their broader stakeholders. Videos and learning pathways are designed to serve a range of purposes based on need, including for general healthcare industry education and boosting end-user adoption of Contractor’s solutions.

- d. In addition, Contractor can provide open "support office hours" post training. These training resources will be provided to ACPHD at no additional cost. Once the system goes live in case of any system difficulty Contractor shall offer 24 hours a day, 7 days a week, 365 days support services.

EXHIBIT A-4

DELIVERABLES / REPORTS

1. It shall be the responsibility of the Contractor to document when each milestone has been delivered in the Project Plan.
2. The ACPHD team shall be allowed ten (10) business days for the review of each deliverable and milestone and approve that each deliverable and milestone has been satisfactorily completed.
3. The Contractor shall comply with any reporting and evaluation standards and agreements as set forth by ACPHD IS staff.
4. Contractor shall make future changes in reporting based on regulatory changes at no additional cost to the County.
5. In addition to the Software, Contractor shall deliver the following work products:
 - a. Project Management and Resource Plan
 - b. Project Schedule
 - c. Risk Management Plan
 - d. Communication Plan
 - e. Budget management Plan
 - f. Training Plan
 - g. User Guides
 - h. Configurations Management Plan
 - i. Project Status Reports
 - j. Ad-hoc reports as needed and or requested by the ACPHD IS team
 - k. Report Specifications Document
 - l. Requirements Traceability Matrix
 - m. Technical Specification Documents
 - n. Design and Architecture Documents as appropriate
 - o. Disaster Recovery and Contingency Plan for a hosted solution
 - p. Preliminary Business Analysis Plan
 - q. Data Migration Plan

- r. Data Conversion and Integration (Data Exchanges) Plan
- s. Implementation and Deployment Plan
- t. Milestones

Items	Milestones	Tasks	Deliverables	Assumptions
1.0	Project Planning	<ul style="list-style-type: none"> ● Requirements gathering ● Project Charter and Implementation Plan 	Project Charter detailing information on all the Releases and expected deliverables	
1.1	Infrastructure Set Up	<ul style="list-style-type: none"> ● Cloud infrastructure set up ● Credentials ● IP Whitelisting 	DAP is set up for the County	County will help Contractor's team in establishing data exchange protocols
1.2	Data Integration	<ul style="list-style-type: none"> ● Data mapping and validation ● Organization hierarchy deployment ● Deploying CMS attribution logic ● Data ingestion ● Data Quality Report (DQR) ● P360 	<ul style="list-style-type: none"> ● Standard Client 360 	County to provide sample files and schemas for Contractor to map to the DAP.
1.3	Data Migration	<ul style="list-style-type: none"> ● Identification of the system to be migrated ● Migration from Temp index to staging environment ● EMPI execution 	Contractor to migrate data from legacy data systems and do a historical dump of data into Contractor's data warehouse (CDS).	County to provide data access to the source system.

1.4	ADT Integration	Integration of ADT feeds from SHIE	ADT Feed integrated on DAP and ready to trigger Care Protocols	County to provide data access to SHIE.
1.5	InCare	<ul style="list-style-type: none"> ● TCM Protocol ● ACPHD-specific Protocols ● Annual Well Visit Care Protocol 	<ul style="list-style-type: none"> ● Automated Work queues for assigning Clients for the listed protocols ● Standard Care Protocols to document clinical findings ● Care Coordination Performance Dashboard 	<ul style="list-style-type: none"> ● Care Strategies for TCM, SNF, ED & Tuck-In are triggered based on ADT Feed. ● Contractor will deliver standard care protocols in BOX
1.6	InGraph	<ul style="list-style-type: none"> ● Setting up dashboards and reports 	<ul style="list-style-type: none"> ● Setting up dashboards of Managerial-level quality assurance of cases ● Setting up of the reports for client-level, division-level ● program-level, unit-level, ● division-level ● Canned reports of BOS and Public Health 	<ul style="list-style-type: none"> ● ACPHD will work with Contractor and Subcontractor (Intrepid Ascent) to develop reports and dashboards are required.

			<p>Program</p> <ul style="list-style-type: none"> ● Setting up dashboard for analysis of clients and duration, grouped by case managers ● Setting up dashboards of individual and client-level data ● Setting up dashboards tracking enrollment across various programs ● Setting up reporting on summary/history with client's history across programs ● Develop contact and tracing reports (i.e. TB) 	
1.7	InConnect	<ul style="list-style-type: none"> ● Setup client outreach campaigns (examples include: AWV, Immunizations, PCP follow-up) 	<ul style="list-style-type: none"> ● Automated workflows for all the campaigns ● Performance reports and dashboard for each campaign 	<p>Campaigns will be via phone, email, text and letters as needed.</p>

1.8	UAT & Sign Off	<ul style="list-style-type: none">● End-user training developed and scheduled		ACPHD will have a team designated for UAT
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EXHIBIT B

PAYMENT TERMS

1. County shall pay Contractor the fees and charges specified herein for successful performance of the contracted services. County will use its best efforts to make payment to Contractor within thirty (30) days upon receipt and approval of invoice. Contractor will issue an invoice as per the payment schedule below. County shall notify Contractor promptly of any good faith dispute regarding any invoice and the parties shall take prompt steps to discuss and resolve such dispute.
2. Invoices will be reviewed for approval by the Alameda County Public Health Department.
3. Total payment under the terms of this Agreement will not exceed the total amount of Five Million Seven Hundred Fifty Thousand dollars (\$5,750,000). This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
5. Hardware Costs for On-premise software: For any Software installed on County systems/server, County shall have to adhere to hardware requirements as specified by Contractor. All costs for maintaining such hardware shall be borne solely by County.
6. If this agreement is extended upon mutual agreement between the County and the Contractor, the Contractor's cost for Year 4 shall not exceed \$250,000 and the cost for Year 5 shall not exceed \$250,000.
7. Contractor shall agree to the payment schedule on the following pages.

1. Funds Allocation (Total = \$5,750,000, 3 year-term)

a. Cloud Hosting Fees (\$862,500)

(1) Billed Quarterly (\$71,875 per quarter).

b. License Fee (\$1,840,000)

(1) Billed Quarterly as follows:

Year	Quarter	Payment
1	Contract Signing	\$240,000
	1	\$140,000
	2	\$240,000
	3	\$240,000
	4	\$120,000
2	1	\$120,000
	2	\$120,000
	3	\$120,000
	4	\$100,000
3	1	\$100,000
	2	\$100,000
	3	\$100,000
	4	\$100,000

c. Software Support Fees (\$747,504)

(1) Billed Quarterly (\$62,292 per quarter).

d. Services (\$2,300,000)

(1) Blended rate of \$150/hour.

(2) Total Hours capped at 15,333.

(3) Billed Quarterly for Service Hours performed listed in Project Tasks Table:

#	Projected Tasks Table:
1	Project Plan & Charter
2	Project Management Plan Documents (Communications Plan, Risk Management, Change Control, Responsible, Accountable, Responsibility Assignment matrix (RACI))
3	Business Analysis/GAP Analysis
4	Data Exchange/Integration Analysis and Scope Definition
5	Infrastructure and Security Assessment Document
6	Data Conversion & Migration Analysis Document
7	Testing Strategy
8a	Training Strategy
8b	Training Support
9	Product licensing, set up, and deployment of Contractor's Data Activation Platform, InCare, InGraph and InConnect (including system architecture document)
10	Cloud Infrastructure setup, implementation, and hosting
11	Data Integration
12	Data Migration
13	Application Configuration - Data Activation Platform
14	Application Configuration - InCare
15	Application Configuration - InGraph
16	Application Configuration - InConnect
17	End user Training
18	Data Quality verification & validation
19	Integration and Functional Testing
20	End-to-End and User Acceptance testing (IUAT) and Signoff
21	Site Readiness Checklist
22	Cutover & Stabilization

#	Projected Tasks Table:
23	Final Software Delivery and Go-Live
24	Product optimization

- (4) Contractor will build, test and deploy a total of 75 programs for ACPHD. The first wave of programs identified by ACPHD are as follows:

ACPHD Divisions	ACPHD Programs	Wave 1	Future
Family Health Services (FHS)	California Children’s Services (CCS) – Administrative Case Management		
	California Children’s Services (CCS) – Medical Therapy Program		
	Child Health & Disability Prevention Program (CHDP)		
	Health Care Program for Children in Foster Care (HCPCFC)	✓	
	CHDP Program/Help Me Grow (HMG) Project		
	Developmental Disabilities Council		
	Developmental Disabilities Council, East Bay Legislative Coalition (EBLC)		
	Developmental Disabilities Council, Transition Faire		
	Maternal, Paternal, Child & Adolescent Health		
	Building Blocks for Health Equity (BB4HE) (Best Babies Zone fall under this)		
	Perinatal Services and Family Planning		
	Starting Out Strong Programs		
	ACPHD Special Start	✓	
	BCHO Special Start	✓	
	Black Infant Health	✓	

	Blue Skies Mental Wellness Team	✓	
	Brighter Beginnings	✓	
	DREAMS – Desired Reproductive Health Access for Maternal Services (formerly MADRE)	✓	
	EmBraceHer	✓	
	Family Health Promotion (FHP)		
	Fatherhood Initiative	✓	
	Building Bridges for a Healthy Baby	✓	
	Health Advancement for Pacific Islanders (HAPI)	✓	
	Perinatal Hepatitis B	✓	
	Healthy Families America (HFA)	✓	
	Native American Health Center (NAHC)		
	Nurse Family Partnership	✓	
	Tiburcio Vasquez Health Center (TVHC)	✓	
	Women's Health Promotion (WHP)		
	Medical Therapy (MTP)		
	Family Health Line (previously known as PH Clearinghouse)		
	Teen Dating Violence Prevention (TDVPP)		
	Teen Pregnancy Prevention (TPP)		
	Juvenile Justice Center Medical (JJC)		
	MCH Allotment		
Division of Communicable Disease Control and Prevention (DCDCP)	Acute Communicable Disease Control		
	HIV Epidemiology & Surveillance Unit		
	Office of HIV Care		
	HIV Linkage to Care		

	Office of HIV Prevention		
	STD Control & Prevention Unit		
	Chlamydia Screening Project		
	Passive Gonorrhea Surveillance		
	STD Unit Active Surveillance (Syphilis)		
	Immunization Program	✓	
	Kindergarten Immunization Rates		
	Perinatal Hepatitis B	✓	
	Shoo the Flu		
	Public Health Systems Preparedness & Response		
	Medical Countermeasures		
	Public Health Laboratory	✓	
Tuberculosis Control	✓		
Public Health Nursing (PHN)	Adult Protective Services		
	Assessment Center		
	Community Health Outreach Worker's Unit (CHOW)		
	Department of Adult and Aging Services (AAS) In-Home Supportive Services (IHSS)		
	Medically Fragile		
	Older Adults, Healthy Results	✓	
	Pre Eligibility Unit (PEU)	✓	
	Public Health Nursing – Field Nursing	✓	
	Public Health Nursing Administration	✓	
	Services to Enhance Early Development (SEED)		
	Health Equity, Policy & Planning (HEPP)		

	HEPP – Place Matters		
Community Health Services (CHS)	Alcohol & Other Drug Program		
	Asthma Start Program	✓	
	Diabetes Program		
	Hypertension		
	Healthy Retail Program		
	Legislative Council		
	Nutrition Services, SNAP-ED (Nutrition Services Cooking for Health Academy Program Nutrition Services Early Childhood Program Nutrition Services Retail Program)		
	Nutrition Services Safe Routes to School		
	Berkeley School-Based Sealant Program		
	Healthy Teeth Healthy Communities (HTHC) 1. CCMS (Care Coordination Management System) 2. HTHC Access databases 3. HTHC Online Appointment Calendar 4. HTHC Online Outreach calendar	✓	
	Office of Dental Health – Dental Service Delivery at Schools	✓	
	Office of Dental Health – Healthy Kid Healthy Teeth	✓	
	Office of Urban Male Health	✓	
	Project New Start - Tattoo Removal	✓	
	WIC – Regional Breastfeeding Liaison – Breastfeeding Education and Support		
	Tobacco Control	✓	
Older Adults GMOL (Getting most out of life)	✓		

	ODH (Office of Dental Health)- Healthy Smiles	✓	
	WIC – Women, Infants & Children		

2. Payments Scheduled Quarterly

Year	Description	Contract Signing	Quarter			
			1	2	3	4
1	Cloud Hosting	\$71,875	\$71,875	\$71,875	\$71,875	\$71,875
	License Fee	\$240,000	\$140,000	\$240,000	\$240,000	\$120,000
	Software Support		\$62,292	\$62,292	\$62,292	\$62,292
	Services*		\$287,500	\$287,500	\$287,500	\$287,500
	Total	\$311,875	\$561,667	\$661,667	\$661,667	\$541,667

Year	Description	Quarter			
		1	2	3	4
2	Cloud Hosting	\$71,875	\$71,875	\$71,875	\$71,875
	License Fee	\$120,000	\$120,000	\$120,000	\$100,000
	Software Support*	\$62,292	\$62,292	\$62,292	\$62,292
	Services*	\$201,250	\$201,250	\$201,250	\$201,250
	Total	\$455,417	\$455,417	\$455,417	\$435,417

Year	Description	Quarter			
		1	2	3	4
3	Cloud Hosting	\$71,875	\$71,875	\$71,875	
	License Fee	\$100,000	\$100,000	\$100,000	\$100,000
	Software Support	\$62,292	\$62,292	\$62,292	\$62,292
	Services*	\$86,250	\$86,250	\$86,250	\$86,246
	Total	\$320,417	\$320,417	\$320,417	\$248,538

*Services. Contractor will bill the County the flat fee in the above table each quarter, regardless of how many actual hours of services were completed, with a cap of total services at \$2,300,000 over the three-

year term. This will ensure budget protection for the County and will cover Contractor when in a specific quarter more service hours may actually be delivered than the amount billed.

3. Invoicing/Billings

- a. Within each invoice Contractor will include a proforma that will detail the number of hours Contractor' team will have spent against the above Projected Tasks Table. Contractor shall submit additional back-up documentation as requested by the County.

EXHIBIT B-1

REFERRAL CREDITS

1. Contractor shall offer the County services credits. Every hour of services credit is equivalent to \$150.00.
2. The services credits cannot be paid in cash and can be adjusted towards fees payable for any existing or new services under this Agreement.
3. An ongoing log shall be maintained by the Contractor’s account management and finance team.
4. Below are the referral activities and credits:

Referral Activity	Service Credits	Requirements for qualification
1/2 Day Site Visit	35 hours	General discussion and product demo
1 Hour Reference Call	3 hours	Coordinated with the RVP of Sales
Public relation	50 hours	Published joint PR or video with innovaccer advisors. Talk about specific innovaccer product Publication of joint case study
Full-Day Site Visit	50 hours	General discussion and product demos
Conference	50 hours	Presentation on winning strategies between Customer and Company
Case Studies	15 hours	A case on winning strategies between Customer and Company
Webinar	15 hours	Customer attending Innovaccer Webinar series or scheduling webinars with Innovaccer team for various topics related to US healthcare

5. Any promotional materials, reports, experience citations, whitepapers, videos or other documents (collectively, “Materials”) created, developed or modified pursuant to these promotional activities under this Exhibit B-1, shall be owned exclusively by Contractor and the Contractor shall be free to use such Materials without any restrictions other than that Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior, separate written consent of County in each instance.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
D	Technology Professional Liability (Errors and Omissions) Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.	\$2,000,000 per occurrence \$2,000,000 project aggregate
E	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the 	

Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.

3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
5. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
6. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
7. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: INNOVACCER INC.

PRINCIPAL: Sandeep Gupta TITLE: CHIEF OPERATING OFFICER

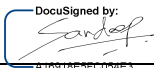
SIGNATURE:  DATE: 11/23/2021

EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

The County of Alameda utilizes Elation Systems, a third party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems (at <https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources and assistance is available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required

EXHIBIT F

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

CONTRACTOR: INNOVACCER INC.

PRINCIPAL: Sandeep Gupta TITLE: CHIEF OPERATING OFFICER

SIGNATURE:  DATE: 11/23/2021

EXHIBIT G

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and Innovaccer, Inc., (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”);

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function,

activity, or service delegated by Contractor.

Contractual Breach. “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. “Exhibit” shall mean this HIPAA Business Associate Agreement.

HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

Privacy Rule and Privacy Regulations. “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

Security Rule and Security Regulations. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with Minimum Necessary policies and procedures under HIPAA.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business

Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.

- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 et seq.). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by

INNOVACER INC.:

By (Signature):  _____
A38018E5FC0E4E2

Print Name: SANDEEP GUPTA

Title: CHIEF OPERATING OFFICER

Exhibit H

Functional, Technical, and Service Level Requirements

FUNCTIONAL REQUIREMENTS						
Category	Req #	#	Requirements	Priority	Availability	Comments
1. Improved Charting and Documentation						
Charting and Clinical Needs						
	1.01	1	Does your system create appropriate billing records for Targeted Case Management (TCM) billing automatically that can be extracted for billing?	High	Currently Available	InCare has the ability to track the time spent on different activities such as care plans, assessments, encounter documentation and chart review. It allows a case manager to log additional time with a note. Time log can be exported into an Excel sheet, and can be viewed by supervisors and used for audit purposes and staffing requirements. The most important use case is for TCM billing.
	1.02	2	Does your system store care plan, treatment received documentation?	High	Currently Available	InCare has the ability to track the care team involvement in the development and review of the Treatment Plan. Users can view the care coordinator assigned to complete the treatment plan. For each task of treatment plan, InCare shows the care coordinator's name who has completed the task.
	1.03	3	Does your system have the ability to complete and upload screenings/surveys, etc. to case records?	High	Currently Available	Yes, assessments/surveys can be done in the application, tasked to clients to fill out for any self-reported assessments/surveys, and uploaded and stored in the client record.
	1.04	4	Does your system produce visualization for historical trends in vital signs?	High	Currently Available	Innovaccer care management platform, InCare, works across the care coordination cycle by empowering the care coordination team with access to longitudinal client 360 records, which can be utilized by analytics platform, InGraph to produce the desired visualization and outcomes.
	1.05	5	Does your system allow users to create care plan- with discrete reportable fields?	High	Currently Available	With in-built standardized care plans, end users can select condition specific care plans to close care gaps with assist them to achieve quality care delivery and improved outcomes. Customers also have the flexibility to create their own custom care plan based on the need of each program.
	1.06	6	Does your system store and display updated client contact records for all case managers including access to history of changes and end date for contact information?	High	Currently Available	Innovaccer products InCare and InConnect are applications that are part of our integrated solution. They centrally connected to the DAP (Data Activation Platform) which maintains the flow of updated client information as and when it is captured. Data Activation Platform boasts a robust data model that has multiple different fields to capture the client's demographics and contact information. Within the 'personal information' tab, all previously used/active contact details are listed.
	1.07	7	Does your system allow users to upload images to case records like client pictures, images of symptoms and or radiology images?	Medium	Currently Available	Innovaccer Data Activation Platform (DAP) attaches unstructured metadata and/or content & sentiment analysis as PDFs and scanned images and readily supports ingestion, tagging, and storing of non-electronic form data. Of note, while we have in-house OCR and NLP capabilities to extract and structure data from non-electronic form data, and also have a strategic partnership with Sytrive to expand the Natural Language Processing (NLP) capabilities we can bring to our customer base.

	1.08	8	Does your system allow for upload of medical records from other systems as scanned images (e.g. lab report PDFs)?	Medium	Currently Available	Innovaccer Data Activation Platform (DAP) attaches unstructured metadata and/or content & sentiment analysis as PDFs and scanned images and readily supports ingestion, tagging, and storing of non-electronic form data.
	1.09	9	Does your system have the ability to ingest lab test results data electronically and add to the client record?	Medium	Currently Available	Innovaccer has rich experience integrating with the mentioned data sources for creating an integrated data warehouse, to act as a single source of data for our customers. Examples of a few columns that we typically extract from EMRs include Result Test Name, Result Code System, Lab Result Value, Standard Lab Result Unit, Observation Normal References Range etc.
	1.1	10	Does your system allow creation of multiple user roles and access privileges which can segregate data entry? (e.g. social worker vs. nurses)	High	Currently Available	Innovaccer's platform provides role based access and restrictions to the users of the platform such as C-level executives, Admin staff, Data Scientists, Physicians, Leadership, Care Coordinators etc. with specific role-based access to data and / or groups (i.e. a list of users) to see selective registries, worksets, measures, or dashboards / views / reports. All these data access are governed in line with organization's hierarchy or as per the customer's discretion.
	1.11	11	Can your system integrate with electronic fax software (e.g. eFax) so that clinical recommendations from the public health to clinics can be sent via fax automatically in a specific format?	Low	Currently Available	Yes, InRef provides the ability to fax directly from InCare/CDS.
			Automated Tasks and Standardized Entry			
	1.12	12	Does your system have a universal & standardized intake form that highlights areas specific to a particular program that program staff can complete (e.g. ascertaining education readiness and alignment of benchmarks)	High	Currently Available	Innovaccer analytics suite, InGraph, offers a state-of-the-art dashboard module with the capability to track the clinical, financial, and operational and performance across the organizations. InGraph provides out-of-the-box interactive dashboards for providers, care teams, and organization (facilities) performances against pre-built benchmarks. The platform flags under-performers with respect to the benchmarks in the form of deviations. Users can drill down to individual facility or PCP levels to identify poor performance areas behind these flagged deviations.
	1.13	13	Does your system allow user to efficiently move between screens and avoid duplicate entries (e.g. auto-flag duplicate services)?	High	Currently Available	DAP's Enterprise Master client Index (EMPI) engine provides 99.98% accuracy for identifying and merging the duplicate records. In a rare case, if ever the healthcare providers and administrators identify duplicate records that need to be merged to create a unique longitudinal health record, they can raise the ticket through the InApp ticketing tool link which will be responded to and resolved based on our standard service level agreements (SLAs).
	1.14	14	Can your system pre-populate home visiting forms with enrollment information?	Medium	Currently Available	We can pre populate the enrollment information into our forms, surveys, assessments i.e. demographic information.

	1.15	15	Does your system provide appropriate edits of data fields and guide users to fields needing data correction without users having to search for errors?	High	Currently Available	We do not allow edits but we support entry of new data in case it is missing from platform. It should be noted, one of our key differentiators is Innovaccer offers ultra-high-quality data in our platform, and our ingestion process features multiple key quality checks, down to the individual field level, so we do not anticipate any data quality issues in the P360- longitudinal client record.
	1.16	16	Can your system auto populate fields in a client's new case record (e.g. last reading, vital signs, weight, length/ head circumference, labs) from existing data for that client?	High	Currently Available	Innovaccer absolutely supports democratization of data so that existing information can be powered with data that's available on Innovaccer DAP (Data Activation Platform). Holistic client 360 integrated from data sources, including EHR, claims, pharmacy, labs that can provide vitals, history of encounters, etc in the client record
	1.17	17	Can your system automatically adjusts protocols/ages for premature births?	Medium	Currently Available	We can refine the client assignment logic based on the criteria and assign protocols accordingly.
	1.18	18	Does your system support pre-defined smart phrases with standardized language/ phrasing that pops up with auto fill or dropdown choices, across a program that supports targeted case management?	Low	Currently Available	Care protocols and care plans are configurable and the phrases/specific language can be configured while creating these workflows.
	1.19	19	Does your system have customizable reminder / alert function for users to notify upcoming follow-up tasks?	High	Currently Available	Incare , care manager worklists, tasks and due dates
	1.2	20	Does your system has the flexibility to who the identified client is within family/ household	Medium		CDS/InCare's client 360 profile provides the ability to link clients/clients with household members/ guardians through the Care Custodian section. The goal of this section is to help our users refer to all the contacts of clients such as family members, neighbors, friends who can help our users provide better health care to the client.
	1.21	21	Does your system support entering data for all ages from newborn to older adults?	High	Currently Available	Yes, we support this functionality. Our customers are managing both pediatric and adult populations in Care i.e. Nemours
	1.22	22	Does your system support separate case documentation for baby and parents within the same family without having to rely on the mother's record as the case?	High	Currently Available	Care protocols are configurable so we would assign the baby protocol to baby and parent protocol to parent.
	1.23	23	Does your system allow documentation and the appropriate view for all family members including client linkages? Related clients' records should be separate but connected (allowing family groupings, as well as 20 clients linked under 1 case, as in the case of TB investigations).	High	Currently Available	Yes, client records can be linked to identify family members, care custodian, etc in the client profile. This can also be done at the eMPI-level (e.g. identity "nesting" within a family container).
	1.24	24	Does your system allow data entry (and data exposure) for undocumented clients that will give them legal protection? For such clients only minimum set of data should be required (e.g. no need for immigration status data entry)	High	Currently Available	Our DAP (Data Analytics Platform) is built atop database-agnostic data lake that allow data entry from various sources. This data gets standardised and normalised through data processing pipeline and a holistic view of the client information is available through care management platform. But the data of undocumented client should be made available to Innovaccer to initiate the described process.
2. Provider Communication and Service Coordination			Multi-directional Communication among Providers/Case Managers			Banner
	2.01	25	Does your system allow secure Direct messaged based two-way messaging between a case manager and the community based provider?	Medium	Currently Available	Yes, leveraging the mobile application of Aunt Bertha case managers and CBOs can communicate securely and in real time. We do maintain a message history of text messages between care team and Community based provider.
	2.02	26	Does your system have the capability to accept referrals from clinics (sent via Direct message?)	Medium	Currently Available	Yes clinics can send referrals via Aunt Bertha to ACPHD directly. ACPHD will receive them securely with the EMPI in CDS (InCare) to enroll them in programs and/or connect them to resources.
	2.03	27	Does your system have the capability to receive faxed referrals form clinics and add to the referrals staff's work queue in the system?	Medium	Currently Available	Yes this feature via InCare.

	2.04	28	Can your system provide access to certain sensitive information for shared cases to case managers (if patient consent is available) e.g. limited access for Mental Health, Substance User Disorder (SUD), and other sensitive services (like HIV treatment status)?	Medium	Available later in 2021 Contractor shall provide this functionality before end of year 3 (sooner if available)	Innovaccer has an existing Access Control Layer (ACL) mechanism, that can be specifically adapted for some of these particular regulations. In addition, the Intrepid team plans to work with us and the county to ensure alignment.
	2.05	29	Does your system allow storage of documentation related to provider's soap notes from another EMR? This is important for non-English-speaking clients.	Low	Currently Available	Yes, soap notes can be ingested in our data processing pipeline and stored in our L2 data level to enhance the 360-view/ longitudinal client record.
	2.06	30	Does your system allow all authorized users to see all notes and encounter forms by any case manager serving clients regardless of program?	High	Currently Available	All users are provided rights and privileges that are set by the Super Admin, who is the personnel responsible for changing access rights based on a process/project change. PHI and PII masking can also be turned on or off for users, like Physicians and Care Managers will want to see PHI and PII information while analytics user will not. Super Admin can segregate these access depending on line of business or hierarchy. They can define roles, groups, access, privileges at a granular level to govern access to PHI/PII, specific datasets and values, as defined by organizational hierarchy, you have an existing ACL mechanism that can be specifically adapted for some of these particular regulations, but that the Intrepid team plans to work with you and the county to ensure alignment.
	2.07	31	Does your system provide ability to make conversations and edits to encounter forms (ease of use)	Medium	Currently Available	Yes, this is a core functionality of InCare.
	2.08	32	Does your system allow digitally adding a comment or a note for an user to ask question regarding a particular case in the system?	Medium	Currently Available	InCare supports this functionality through provisioning of comment section where all the important notes are captured.
	2.09	33	Does your system facilitate collaboration across programs by auto generating emails/phone calls - that can also be integrated with a client chart?	Medium	Currently Available	InCare allows intake of clients under multiple programs as per their care needs (gaps/social needs). The clients can also be easily searched by the programs they are enrolled within the Community Benefit. Every encounter is captured/documentated in the client's care timeline and are accounted for the same.
	2.1	34	Does your system have a capability to generate letters (mail merge) and address labels to clients and providers?	Medium	Currently Available	This feature is supported through outreach management platform, InConnect. We automate bulk outreach via letters through our campaigns.
	2.11	35	Does your system have the capability to show on generated letters (if supported) who generated letter/ sent letter and email letters?	Medium	Currently Available	Yes, we have the capability to show the email address of the sender.
	Care Coordination					
	2.12	36	Can your system track assessments, screenings, action plans, and progress over time and link to services?	High	Currently Available	Yes, InCare has the following capabilities: <ul style="list-style-type: none"> ■ Pre-populated assessments with client specific information ■ Client-centric care plans/action plans ■ Assessments based care plans/action plans ■ Trend goals / progress overtime w/ the ability to track barriers and assign tasks to clients ■ Link community resources to client ■ View client activity as a timeline ■ Detailed view of historical care protocols/ interventions in chronological order
	2.13	37	Does your system support through data integration a comprehensive view of clients' doctor visits, in order to help with reminders, follow up, medication compliance, or interpreting doctors' instructions?	High	Currently Available	Yes, holistic P360 integrated from data sources, including EHR, claims, pharmacy, labs, and patient-reported data sources, etc. It contains the following patient information: <ul style="list-style-type: none"> ■ Clinical Overview ■ Measures and Care Gap ■ Care Protocols ■ Vitals ■ Allergies ■ Labs ■ Procedures ■ Diagnosis

						<ul style="list-style-type: none"> ■ Recent Visits ■ Medications- both prescribed and administered ■ Current Immunizations ■ Personal Information
	2.14	38	Does your system allow users to look up history of services and referrals for a client?	High	Currently Available	<p>Yes, InCare offers visibility to see client activity across multiple functional areas via the client care timeline feature, where providers can view the complete care timeline of clients. By studying the care timeline of the client the care manager can understand the client's health status better. :</p> <ul style="list-style-type: none"> ■ View client activity as a timeline ■ Detailed view of historical care programs/ interventions in chronological order ■ History of all service referrals and services delivered ■ History of all encounters, providers, and programs
	2.15	39	Does your system support assignment of multiple case managers to a particular client case?	High	Currently Available	InCare supporting dynamic care teams members on a care plan including multiple case managers.
	2.16	40	Does your system allow multiple case managers to peer review different activities performed on a client?	High	Currently Available	Innovaccer's solutions allow for collaboration across care teams and providers. Beneficiaries can be stratified based on risk and other factors and automatically prioritized and assigned to care teams. From there, care teams can communicate with one another through the InCare chat system in real time as well as leave notes to be followed up on later by other providers.
	2.17	41	Does your system provide links to community based organizations, check for beds, urgent care appointments in real time?	Low	Available later in 2021 Contractor shall provide this functionality before end of year 3 (sooner if available)	Yes, however there dependencies on the data that is available i.e. bed capacity. As part of our core offering of InCare, Aunt Bertha included and fully integrated to drive closed-loop service referrals to community partners. For our customer Banner Health, we do have access to their supply chain data and support them with various initiatives for case management/ immunizations, etc.
	2.18	42	Does your system provide view of where patients are seen and by which provider?	Medium	Currently Available	Innovaccer's Data Activation Platform is fundamentally designed to aggregate, normalize, and cleanse data from multiple sources to create a longitudinal record and captured in client 360 displaying holistic client view. All encounters are included with DOS and Provider Name.
	2.19	43	Does your system integrate with CAIR Immunization records and/or provide access to the immunization records seamlessly?	Medium	Currently Available	Yes our in-house Data Activation Platform (DAP) can provide integration functionality for CAIR Immunization records.
3. Client Communication and Client Portal			Client / Case Manager Communication			VGN hyperlinks
	3.01	44	Does your system provide linkage and access to interpreters for non-English speaking clients?	Low	Currently Available	Our <u>Virtual Care Network</u> , that works in concert with InCare will enable the Case Manager to video conference in an interpreter or family member with their client.
	3.02	45	<ul style="list-style-type: none"> Does your system allow encounters using telehealth? -HIPAA-secure way to see client using Facetime or Skype - Ability to video chat/live chat between client and case manager/provider -Social media/web links/texts 	Low	Currently Available	Yes, that is part of our integrated offering the Virtual Care Network for InCare and InConnect (client engagement application).
	3.03	46	Does your system provide (or integrate with) Electronic Directly Observed Therapy (EDOT)- e.g., videos of clients taking meds?	Low		Innovaccer client engagement platform, InConnect has the functionality of Telehealth support feature for care teams to connect with clients through videos.
	3.04	47	Does your system have a patient portal for clients to see their medical records including trends, referrals and action plans online?	Low	Currently Available	InConnect provides centralized access to complete health records & schedules.

	3.05	48	Does your system support secure and encrypted communication/messaging of both email and/or texts (with end-to-end encryption) between case managers and clients?	High	Currently Available	Innovaccer care coordination, referral management, client engagement and point-of-care applications support secure messaging and have been implemented in a variety of healthcare settings across the US.
	3.06	49	Does your system support appointment reminders for client and also store contact info for case manager/provider?	Medium	Currently Available	InConnect provides centralized access to complete health records & schedules.
	3.07	50	Does your system support automatic notification /alert of case manager illness/out for the day to the client?	Medium	Available later in 2021 Contractor shall provide this functionality before end of year 3 (sooner if available)	InCare allows the ability to quickly reassign tasks to other case managers.
	3.08	51	Does your system support acceptance of signatures for clients (groups and individuals) on tablet (e.g. patient consent form) or via signature pad? If yes, please state in the comments field what signature pad systems you support or if you support tablet's native touch based signature capture method.	High	Currently Available	Our member consent management application is a turn-key consent capturing solution which can be integrated into ACPHD's authorized third-party applications. Post this integration, members can choose to connect with ACPHD on the third party application which will redirect to our consent management member portal. This portal will ask the member to login with their ACPHD account credentials and provide the nature of data (All Data, Clinical without Demographics, etc.). Post successful receipt of consent, the consent portal will generate and provide member-specific access tokens to the third party application which it can use to access data from our FHIR APIs.
	3.09	52	Does your system provide tools to measure client's health literacy?	Medium	Currently Available	Innovaccer's proprietary algorithm factors in Social Determinants of Health (SDOH) to calculate a social vulnerability index (SVI) for each client based on a multitude of factors. Social Vulnerability Index (SVI) is a social risk score of a geographic area (it could be at ZIP level, county level or even state level).The algorithm populates a client-centric social risk score, which can be used to stratify clients into high, medium and low social risk, and link them to appropriate community resources for social support and intervention.
	3.1	53	Does your system allow client to access assessment/screening tools to complete prior to their appointment date?	Low	Currently Available	This is one of the core functionality of InConnect.
	3.11	54	Does your system allow sending client satisfaction survey via patient portal?	Low	Available later in 2021	With InCare and InConnect, practices and organizations can send messages to a targeted list of clients to launch client assessments/surveys, condition specific cohorts, share educational material, etc.
	3.12		Clients' Access to their Own Records			
	3.13	55	Does your system store and allow names of programs/ case managers- across systems: RCEB (Regional Center of the East Bay), CCS (California Children's Services), Medi-Cal, SSA/CalWIN?	Medium	Currently Available	Attribution of basic programs are stored in our comprehensive care management portal, InCare.
	3.14	56	Does your system allow clients to do self-referrals?	Low	Currently Available	Yes, Innovaccer can create a portal/web page for clients to self-refer. We have flexibility how this is setup. For example, all of the pertinent data collected for client can be associated with an existing EMPI and create a queue/ worklist for the case manager to approve and enroll in a program.
		57	Compendium of Resources for Clients			
	3.15	58	Does your system (or patient portal) provide a community page for clients to share resources?	Low	Not Planned	Through our client outreach platform, InConnect we support the below functionality: client Education: Care teams can also push educational material to their clients. The application offers client education material based on disease conditions. Education Repository: The InConnect application will enable clients to access the educational repository containing the educational articles and videos.
	3.16	59	Does your system allow case managers to share links to educational videos to clients on client / patient portal?	Low	Currently Available	Through our client outreach platform, InConnect we support the below functionality: Client Education: Care teams can also push educational material to their clients. The application offers client education material based on disease conditions. Education Repository: The InConnect application will enable clients to access the educational repository containing the educational articles and videos.

	3.17	60	Does your system allow patients to add testimonials using a patient portal?	Low	Currently Available	Innovaccer InConnect is a client outreach and engagement solution. We track every available detail of the client responses, and layer artificial intelligence algorithms to determine the best day and time for engagement, and couple those results with demographic client parameters for future outreach optimization.
	3.18	61	Does your system allow clients to fill out housing applications online through portal?	Low	Currently Available	Care manager can initiate assessments/housing application (need to customize the housing application forms based on the requirement of client) forms through InConnect (client engagement application). We have similar integrations / workflows but look forward to working with the County to specifically incorporate housing to meet this need.
4. Usability			User-friendly Navigation			
	4.01	62	Is your system customizable and flexible so that new forms and additional fields can be added for new programs of Public Health?	High	Currently Available	We provide flexibility to add new fields in near real-time for features that are part of the application such as care protocols that can be customized by the end-users on their own with minimum technical support from our team post user training / enablement. Also, turnaround time for addition of custom fields requiring additional development depends on the complexity and novelty of the requirement and may take days to weeks.
	4.02	63	Does your system provide email and phone as "clickable" links so that an email can be started or phone call to the client can be initiated by clicking on the links?	Medium	Currently Available	We can definitely provide mail ids, call to action feature over email and provide clickable links to initiate a phone call but it also depends on receiver's device management functionality as well.
	4.03	64	Does your system have auto saving ability (periodic) when documenting notes?	Low	Currently Available	Yes we support this functionality.
	4.04	65	Does your system provide easy look up and advanced search features to search on variety of client attributes?	High	Currently Available	Intuitive client search can be facilitated through client 360.
			Universal Access			Certifications required WCAG Product would need to get this added into the roadmap.
	4.05	66	Does your system support ADA/ accessibility/ ergonomics?	Medium	Currently Available	WCAG 2.0 level A conformance.
	4.06	67	Does your system support customizable colors and contrasts for color blind users?	Medium	Currently Available	Color scheme UI follows contrast guidelines.
	4.07	68	Does your system provide a interface that is not "click heavy"?	Low	Currently Available	We leverage human-centered design with our user-friendly UI across the entire suite of integrated solutions (optimized for the minimal number clicks).
	4.08	69	Does your support spell check for free form fields?	Low	Available later in 2021 Contractor shall provide this functionality before end of year 3 (sooner if available)	We actively looking at a variety of spell check APIs to include in free form fields within InCare.
	4.09	70	Does your system support any speech recognition / dictation (e.g. Nuance Dragon) for data entry?	Low	Available in 2022 Contractor shall provide this functionality before end of year 3 (sooner if available)	We are actively looking at 3rd party integration of speech recognition solutions.
	4.1	71	Does you system support multiple languages (minimum - English, Spanish, Chinese & Vietnamese) for the user interface (forms, notes, and information)?	Low	Currently Available	InConnect offers pre-built multilingual templates for client outreach. Current languages available are English, Spanish and French.
			Multiple Input /Output Methods			
						DAP provides the creation of unique client 360 profiles/records with InCare. Members of the care teams across departments can access certain aspects of the client's record based on a granular set of rule-based permissions designed by Intrepid Ascent . The event-based data integration along with much precise risk stratification allowed providers to prioritize their care efforts such as tasks, assessments, forms, interventions, goals, referrals.

	4.11	72	Can your system automate common tasks (forms, referrals, etc.) to alleviate data entry and duplicate effort as much as possible?	Medium	Currently Available	<p>InConnect's patient engagement mobile application acts as a communication channel between the client and their care team. It can be used to trigger reminders and alerts that are customizable by provider, location and appointment type. The application can improve client adherence by pushing reminders for medications, upcoming appointments and health screenings, etc. to help drive improved outcomes and a positive client experience. Automated member outreach campaigns feature of InConnect can be used to communicate with the client in several ways and based on the patient's preferred methods:</p> <p>a) Text Message b) E-mail c) Letter, or d) Voice Recording</p>
	4.12	73	Can your system auto generate form letters and autofillable tools/assessments?	Medium	Currently Available	<p>Our Care management platform In Care provides the following functionalities to help care team perform client assessment :</p> <p>Configurable assessments are available. Risk-based and score based assessments. Eg: PHQ-9, PHQ-2, HRA, SDOH, AUDIT, etc InCare has assessments available within the product. Customers can also have their own specific assessments added easily in the product. Ability to export assessment as pdf Save progress to get back later</p> <p>Submit to calculate score or risks associated.</p>
	4.13	74	Does your system support both deterministic and probabilistic client matching using various demographic attributes to search a patient in your system?	High	Currently Available	<p>This is handled through Innovaccer unique Enterprise Master client Index (EMPI). Innovaccer's EMPI is a client database used by healthcare organizations to maintain accurate medical data across its various departments. The client is assigned a unique identifier (EMPI) that is used to refer to this client across the enterprise. The objective is to ensure that each client is represented only once across all the software systems used within the organization.</p>
	4.14	75	Does your system support partial matching on various client data attributes?	High	Currently Available	<p>Innovaccer EMPI solution is homegrown. We have an integrated master client index solution built into the platform. Our EMPI has a 99.8% success rate on accurately merging clients. We see about 200 clients or members per month per million in the population that need to be adjusted or manually corrected. Most of those will be identified by our EMPI and our team will fix that.</p>
	4.15	76	Does your system provide defined discrete fields (e.g. check boxes, radio buttons, dropdown menus) for data collection, not just text-based case notes?	High	Currently Available	<p>InCare has the capability to collect and present member level data at the point of care to support decision-making, tracking, and reporting. There are provisions of various customizable defined discrete fields such as checkboxes, drop down options to store relevant client information.</p>
	4.16	77	Does your system allow importing of data from other data sources (baselines, comparative data, dashboards) in CSV (or pipe delimited) format?	High	Currently Available	<p>Innovaccer Data Activation Platform (DAP) does not require a common data model and/or format. DAP has the capability to support over 15 file formats and 600 data fields and has 10M+ records in its taxonomy knowledge base. DAP operates as a managed service and we can map any recognizable data format to our data schema and export the file in any industry standard format.</p>
	4.17	78	Does your system allow upload of external documents or images including PDFs (e.g., faxed referrals, lab results, medical records)?	High	Currently Available	<p>Innovaccer Data Activation Platform (DAP) attaches unstructured metadata and/or content & sentiment analysis as PDFs and scanned images and readily supports ingestion, tagging, and storing of non-electronic form data.</p>
	4.18	79	Does your system support document management and document indexing feature?	High	Currently Available	<p>InCare has the ability to collect and store documents. These documents can further be classified on their types.</p>
			Support for Multiple Platforms and Field Access			

	4.23	80	Does your system support mobility of case workers in the field through access via tablet and smart phones? If it is native mobile app do you have iOS app and/or Android app?	High	Currently Available	Innovaccer solution can be accessed through smartphones and tablets via iOS and Android
	4.24	81	Does your system offer both offline and online options for access and if yes, does the data synchronize seamlessly?	Medium	Available in 2022 Contractors shall provide this functionality before end of year 3 (sooner if available)	Contractor is planning to offer offline accessibility options in near future.
	4.25	82	If your system offers offline access does it store client specific PHI in the local mobile or desktop devices in encrypted manner?	Medium	Available in 2022 Contractors shall provide this functionality before end of year 3 (sooner if available)	Contractor planning to offer offline accessibility options in near future.
	4.26	83	Is your system operating system independent i.e. works on iOS, Windows, Android and MacOS?	High	Currently Available	Innovaccer platform can be accessed through web browser on any operating system like Windows/Mac/Android/iOS. Our server runs on Linux system.
	4.27	84	Does your system provide only web based client (software-as-a-service)?	High	Currently Available	Yes
	4.28	85	Is your system client-server hosted and provides virtual desktop access (e.g. Citrix client)?	Low	Not Planned	Innovaccer application supports the use of Citrix and users can seamlessly access Innovaccer's application through a secure Citrix environment. There are no limitations while using the Citrix environment.
			User-friendly Troubleshooting and Training/TA			
	4.29	86	Does your system support undo button/version control and stored audit trail to see who's made changes to case notes?	High	Currently Available	End users, including staff, can build (after completing training provided by Innovaccer's team) their own clinical, care, or financial measures using different mathematical, logical, Boolean, or aggregation operators via a point-and-click mechanism. All measures are version-controlled throughout the platform, allowing users to roll back to any reference at any point in time.
	4.3	87	Do you offer ongoing training and technical assistance?	High	Currently Available	Innovaccer facilitates training sessions as part of the implementation. The training plan is detailed out as part of project charter development, taking resources, and in-scope applications into consideration. Innovaccer conducts both a mix of remote and in-person training programs, leveraging both live sessions as well as on-demand resources.
	4.31	88	Do you have DIY help sheets/cheat sheets that are made accessible to users as necessary?	High	Currently Available	Innovaccer will organize and develop materials for use in training activities and shall be responsible for providing reference materials and takeaway documents, such as user manuals, user guides, or "cheat sheets" to complement initial knowledge transfer and training activities.
5. Workflow			Program Management / Case Manager and Supervisor Communication			
	5.01	89	Do you offer various Public Health program specific intake / chart forms and process flows (e.g. TB Control, Healthy Family America, Healthy Start, CHDP etc.)? If yes, please list which program specific charts and process flows you offer in the Comments field.	High	Currently Available	Innovaccer provides cohort-driven, strategy appropriate, and tactically relevant programs to drive provider and client compliance. Innovaccer and Alameda will work together during the contracting and implementation phase to craft multiple programs that take client-specific needs into consideration, including: the comprehensiveness and efficiency of care management protocols and personnel; cohort-specific evidence based guidelines; beta- and live-environment testing and tracking; benchmarking flexibility; and multiple risk model assignment.
	5.02	90	Are the common data capture forms available to various users in different PH divisions in an integrated fashion?	High	Currently Available	Innovaccer care management platform InCare supports both standard and custom assessments, forms, and surveys.
	5.03	91	Does your system support ability to track and differentiate between referrals, cases, clients?	High	Currently Available	Innovaccer's Enterprise Master client Index is a client database to maintain accurate medical data across its various departments. The client is assigned a unique identifier(EMPI) that is used to refer to this client across the enterprise. The objective is to ensure that each client is represented only once across all the software systems used within the organization. Apart from this, we have different care management platforms to support referrals, cases and clients respectively.
	5.04	92	Does your system support features to manage for acuity, activity/status, and case monitoring with process flow control?	High	Currently Available	Built on a data foundation that encompasses the client's existing health records, the solution will provide workflows and data requirements specific to case monitoring with process flow control.

	5.05	93	Does your system support feature for a scheduler to view a case nurse's case load and then assign cases based on case loads?	Medium	Currently Available	Care team members can assign tasks to one another to balance the workload, for example in preparation of a coordinator being out of the office.
	5.06	94	Does your system offer an integrated schedule view with case loads of different nursing staff to the scheduler?	Medium	Currently Available	The ACPHD leadership can view the integrated assigned tasks for different staff and accordingly redistribute the task, if required.
	5.07	95	Does your system autosuggest time survey keywords for certain activities to ensure accurate billing/claiming (crosswalk)?	High	Currently Available	We have the timer functionality to track the amount of time spent on the certain activities to provide enough details for billing/claiming.
	5.08	96	Does your system support standardized TCM domains/ fields?	High	Currently Available	Yes we can auto-enroll and auto-assign protocol based on TCM criteria.
	5.09	97	Does your system allow user-friendly process for case closure?	High	Currently Available	Yes, within InCare Community resource workflow the user can document the reason and the entire process for closure of the case and all its associated service referrals, follow-ups. This is a core functionality of InCare.
	5.1	98	Does your system allow each nurse user to see case load when they log in?	Medium	Currently Available	Yes, this is core functionality of InCare.
	5.11	99	Does your system allow supervisors to send secure communication to case managers regarding items due?	High	Available later in 2021	Through InCare, client timeline is examined carefully by supervisor and then they strategize and prioritize the workflow. Care team members can communicate with one another through the InCare chat system in real time as well as leave notes to be followed up on later.
	5.12	100	Does your system allow supervisors to sign off on charts of his/her staff members?	High	Currently Available	InCare allows care managers to track and measure the performance and daily productivity of their care management staff. It also allows them to view the outcomes on visually-adaptive dashboards.
			Integrated Patient Referral System			
	5.13	101	Does your system auto populate referral form from client chart?	Medium	Currently Available	We can auto-populate a client's demographic information from longitudinal client history available in client 360 of our care management platform, InCare.
	5.14	102	Does your system allow automatic referral to other program/ services needed within the system?	High	Available later in 2021	Yes ACPHD personnel can currently send referrals across programs/departments by sending a message (as users leveraging the CDS/ InCare can securely message one another via the secure portal/ mobile) linked to a specific client and also a specific "Task" that goes along with the message.
	5.15	103	Does your system support electronic receipt of referrals along with supporting client records	Medium	Available later in 2021 Contractors shall provide this functionality before end of year 3 (sooner if available)	InRef application receive and process new referrals digitally and through eFax.
	5.16	104	Does your system support successful upload of client specific documents by multiple users?	High	Currently Available	Yes this functionality is supported by InRef application.
	5.17	105	Does your system provide a comprehensive view to analyze where patients are seen and with what providers?	Low	Currently Available	Yes this is fundamental to our offering and our P360 longitudinal record. Care managers can see all a record of all medical encounters with provider/DOS as well as service referrals.
	5.18	106	Does your system provide access to the client profile upon acceptance of referral?	Medium	Available later in 2021	Once the referral has been received, a limited client profile can be accessed based on consent for both ROI and 42 CFR Part 2.
			Scheduling and Alerts/Tasks			InConnect/InCare
	5.18	107	Does your system provides feature to create appointment reminders?	Medium	Currently Available	Innovaccer InConnect application is configured to send automated alerts to clients via phone, text, email, IVR.
	5.19	108	Does your system provide ability to integrate with calendar/task software (e.g., Outlook) for appointments and ticklers	Medium	Currently Available	The automated member outreach campaigns feature of InConnect can be used to communicate with the client in several ways and based on the client's preferred methods: a) Text Message b) E-mail c) Letter, or d) Voice Recording
	5.2	109	Does your system provide customizable alerts/ notifications (e.g. for some tasks that require alerts until resolved)?	Medium	Currently Available	Yes core functionality of InCare.
	5.21	110	Does your system allow certain users to see open times of case manager during scheduling appointment /rescheduling appointments)?	High	Currently Available	Yes, the InCare Worklist acts as a calendar for the users.
	5.22	111	Does your system offer feature to send appointment	Medium	Currently Available	The automated member outreach campaigns feature of InConnect can be used to communicate with the client in several ways and based on the client's preferred methods: a) Text Message

			notification via SMS or robo call (IVR)?	Medium	Currently Available	b) E-mail c) Letter, or d) Voice Recording
	5.23	112	Does your system offer a feature to remind staff of deadlines of required trainings?	Low	Currently Available	InCare, care management platform facilitates the care managers to devise reminders to their staff.
	5.24	113	Does your system provide a series of notifications /alerts that show what tasks to do?	Medium	Currently Available	One of the key feature of InCare is the task assignment. Based on the risk factors and gaps identified, the care team leadership can assign and prioritize the workflow through notifications and reminders for the assigned case manager.
6. Quality Improvement and Audit						
			QI for Client/Family Case Management			
	6.01	114	Does your system support quality Improvement activities e.g. flag due dates, consents or screenings needed and generate ticklers and a to do list, such as a 30-day reminder for referral follow up?	Medium	Currently Available	Yes, through various outreach campaigns supported by InConnect, reminders are set to keep a check on quality improvements. All of these information would be surfaced through Inconnect mobile app as well as through texts, sms, and emails
	6.02	115	Does your system prevent users from moving on or close case when document not complete (with override or save and return feature)?	High	Currently Available	InCare has the functionality to reopen the case which may have been by mistakenly closed without proper justification and documentation.
	6.03	116	Does your system allow distribution of health education to clients and mark client record when education is received by the client?	Low	Currently Available	Our proposed solution allows to develop educational content ad share the share care-focused content with the clients
	6.04	117	Does your system allow the ability to develop a shared care plan?	Medium	Currently Available	Innovaccer provides ability to develop and integrate client-defined care plans that can be monitored across the client journey by the physician, care teams, family members,etc. through our suite of in integrated applications.
	6.05	118	Does your system support audit objections to see clients not seen with in last 30 days?	Medium	Currently Available	Yes, through InCare Worklist care managers can be assigned the list of clients that have not been seen or no actions have been taken within the last 30 days. We can incorporate this into a dashboard report around outcomes.
			High Quality Manager Oversight and Auditing			
	6.07	119	Does your system offer support for peer level or managerial level quality assurance of cases assigned to nurses?	Medium	Currently Available	Innovaccer Dashboard solution boasts a set of care management dashboards to track performance in key areas such as employee productivity and care protocol performance at the organization level. Administrators/care management supervisors can drill down to track specific care manager performance. Pre-built views cover the following: Track care team performance against assigned targets and goals Evaluate outcomes for evidence-based planning Track the care team's performance Complete time-tracking of care management activities Track the volume and average time of calls per care coordinator (including integration with telephony solution if needed) Identify tasks to be completed on the day Track pending and completed tasks
	6.08	120	Does your system offer quick view for supervisors, about dosage, schedules mileage forms for each case manager?	Low	Currently Available	We are able to create a custom form to capture this data to meet the needs of the county.
	6.09	121	Does your system keep audit trails for all changes in client data (demographic data, documentation, etc.)?	High	Currently Available	Innovaccer Data Activation Platform (DAP) supports configurable transaction logging including life-cycle details of the transaction with information about each and every process step. The module logs all ingested data instances with information about reference metadata, source system and identification of timestamps for rollbacks, if required. Audit logs are maintained for every point of entry/exit for the data along with every operation in DAP engine and the reports are available for view and export for auditing purposes.
	6.1	122	Does your system offer ability to connect/ auto populate to Alameda County's RBA scorecard (Clear Impact)?	Medium	Currently Available	We can integrate with county's existing RBA score cards and showcase outcomes and benchmarks pre defined in RBA scorecard.
	6.11	123	Does your system offer feature to the users to monitor (or track) program outcomes?	Medium	Currently Available	Staff use the care coordination tools to manage which social needs are addressed, follow up when needed, and track aggregated outcomes through detailed analytics created with data analytics tool.

	6.12	124	Does your system have built-in alerts to trigger when data requested fall outside of aggregate parameters for customizable reports?	Medium	Currently Available	Innovaccer's approach for ensuring data quality is to run ingested data through the Data Activation Platform (DAP) Data Quality Tool to identify gaps and errors in the ingested data and generate data reports that would contain a detailed quality report of the identified dataset. The identified dataset includes missing and duplicate values, and deviations from coding standards for roughly 62 data-fields like clinical, demographic, and financial codes. DAP provides customers the ability to view live data quality reports on the platform with gaps, drillable up to individual physician level, divided into demographic, lab, medication, etc.
	6.13	125	Does your system have built-in healthcare utilization/metrics --these drive resource allocation and programs?	Medium	Currently Available	Our integrated solution provides a full spectrum of robust analytics with a library of over 250 pre-built measures spanning ACO, MIPS, GPRO Web interface, HEDIS, and STAR rating that makes decision making easier at organizational hierarchy. In addition, we do provide workforce management tools for management to have visibility into case distribution and work queue by providing real-time productivity reports.
7. Reporting and Analytics			Easy-to-Pull Common Reports and Customized Reports			
	7.01	126	Does your system offer extensive reporting capabilities at the client level, program level, unit level, division level and department level?	High	Currently Available	Innovaccer's InGraph offers a state-of-the-art dashboard module with the capability to track the clinical, financial, and operational and performance across the organizations. Users are provided with the drill-down feature, up to the level of practice/facility, physician, and client level.
	7.02	127	Does your system provide customizable /report builder and configurable, tailored reports for various public health programs?	High	Currently Available	InGraph supports extensive reporting capabilities and has the ability to configure and prepare reports according to business requirements.
	7.03	128	Does your system have ability to pull data from Clear Impact's Results Based Accountability (RBA)?	Medium	Available later in 2021 Contractors shall provide this functionality before end of year 3 (sooner if available)	Contractor's DAP platform can pull, ingest, standardize the data and showcase the desired outcomes through InGraph. Contractor would require a deeper dive to understand discuss the specific parameters of the reports needed to properly scope.
	7.04	129	Does your system have "canned" reports by BOS district and public health program?	Medium	Currently Available	Our DAP platform can ingest information pertaining to BOS District and Public Health Department and display via the InGraph application. The data can also be exported out for distribution and reporting purposes. Innovaccer and Intrepid Ascent intend to collaborate closely with ACPDH to understand the key requirements to ensure we meet your needs and key stakeholders.
	7.05	130	Does your system offer service utilization report out of the box or can this be developed easily on your platform?	Medium	Currently Available	Innovaccer InGraph application currently supports drill-down analytics around utilization trends such as : -Track the care coordinators performance and identify the areas of improvements -Track the protocols assigned, with their completion and success rates -Medication Management:decrease the medication spend, increase generic drug use, and reduce opioid usage. -Disease Management:manage and compare cost/quality/risk across clients with multiple chronic diseases.
	7.06	131	Does your system offer support for comparison /analysis of client demographics?	Low	Currently Available	Innovaccer supports plethora of risk stratification models that uses client's demographics as one of the attribution to identify specific cohorts such as low risk, rising risk, high risk, and very high risk clients.Innovaccer proprietary algorithm factors in Social Determinants of Health (SDOH) to calculate a social vulnerability index (SVI) for each client based on a multitude of factors which also include demographic details
	7.07	132	Does your system offer ad-hoc reporting capability?	High	Currently Available	Innovaccer InGraph application is capable of developing custom risk models according to the composition of your client population and population/public health management goals. All these models are used to power up care management and point of care workflows, where high and rising risk clients can be prioritized for targeted interventions for effective care delivery.
	7.08	133	Does your system offer analysis of types of clients and duration of cases rounded by case manager?	High	Currently Available	Innovaccer's capability to ingest and analyze information from disparate data sources allows users to identify at-risk clients (Includes SDOH), close quality gaps, and design care workflows and interventions as per specific member needs using the best-suited treatment guidelines and protocols supporting full spectrum of potential needs. Prioritize clients by event type (demographic details, ADT events, measure gaps, risk scores) Automated member outreach campaigns where appropriate, including targeting of members by geography, facility, demographics, events, clinical conditions, quality gaps, risk scores, and other clinical markers for specific needs (e.g., appointment reminders, care alerts)

			Manpower resources grouped by case manager			Build client assignment strategy, including cohort generation leveraging a registry builder and automated referrals Assess outcomes and effort via intuitive dashboards to plan outreach, wellness, and preventive health programs Identify quality gaps, design optimal and dynamic care programs and interventions
	7.09	134	Does your system offer support for pulling aggregate and individual client level data?	High	Currently Available	Innovaccer analytics module In Graph has capability to evaluate risk scores of clients via its Risk Assessment engine and present it on client 360 at client/cohort level and reporting dashboards at aggregate level.
	7.1	135	Does your system offer support for simultaneous and cross program analyses for various trends that users can define?	Medium	Currently Available	Yes, we have program-driven analytics/approach. Innovaccer works with the customer to craft multiple programs that allow the flexibility
	7.11	136	Does your system provide support for geocoding for outreach efforts based on number of clients and where they reside?	High	Currently Available	Yes we can build outreach campaigns through InConnect filtered by ZIP code.
			Client-Level Care Tracking			
	7.13	137	Does your system offer support for real-time tracking of referrals coming from external sources? enrollments, outcomes?	Medium	Available later in 2021 Contractors shall provide this functionality before end of year 3 (sooner if available)	This feature will be incorporated in Contractor's future roadmap of 2021.
	7.14	138	Does your system offer support for tracking enrollments in various programs?	Medium	Currently Available	Yes via dashboards that will showcase by clients enrolled through various programs in Incare and outcomes over Ingraph
	7.15	139	Does your system offer support for tracking client level outcomes?	Medium	Currently Available	Innovaccer analytics application In Graph has capability to evaluate risk scores of clients via its Risk Assessment engine and present it on client 360 at client level
	7.16	140	Does your system offer support for reporting on summary/history of their relationship with one or more programs?	Medium	Currently Available	InGraph's dashboards offer interactive views, where users can drill down to view reports on list of clients with care gaps specific to the selected quality measure. In addition to providing insights into quality gaps, Innovaccer In Note provides actionable workflows for presenting these client specific insights at point-of-care for empowering physicians with decision support system.
	7.17	141	Does your system offer readily available information for contact reporting for TB Control?	High	Currently Available	Yes through Incare and reporting through InGraph dashboards.
	7.18	142	Does your system offer support for individual level alerts?	High	Currently Available	Yes, through our InConnect mobile outreach and engagement app, we support for individual level alerts.
	7.19	143	Does your system offer care plan templates with discrete and reportable fields for goals, barriers, progress, assignee?	Medium	Currently Available	This is one of the core functionality of InCare.
8. Finance and Billing			Integrated Administrative Forms			
	8.01	144	Does your system offer support for auto-populating mileage forms if mileage are recorded on your system?	Medium	Currently Available	Yes we can create a custom form to accommodate this need and aggregate the data to report out on.
	8.02	145	Does your system offer support for electronic supply ordering?	Low	Currently Available	We offer dashboard view where we can track supply for medications. But we will need better understanding w.r.t. APIs that will integrate with the order placing mechanism.
			Billing and Time Study			
	8.03	146	Does your system offers built-in TCM/MAA and Claiming/Billing forms and processes; tracks records needed for billing and time studies?	High	Currently Available	Through Innovaccer InCare application we can we track time split, record, review time related to TCM which can be extracted for the purpose of billing. Also we can support ingestion of external billing records onto our system which can be further extracted for billing.
	8.04	147	Does your system offer support for exporting data in state required encounter format for billing purposes?	High	Currently Available	Yes, our customers own the data and it can be exported out in the required format for billing purposes.
	8.05	148	Can you support integration of your system with the internal Timecard application based on hour allocations and charting?	Medium	Currently Available	Providing we can receive data files from the timecard system we should be able to map it to our schema. We will need to review further.
	8.06	149	Does your system offer support for electronic timekeeping?	High	Currently Available	Through Innovaccer InCare application we can we track time split, record, review time related to TCM which can be extracted for the purpose of billing. Also we can support ingestion of external billing records onto our system which can be further extracted for billing.

	8.07	150	Does your system offer ability to track and assist with time recording?	High	Currently Available	Through Innovaccer InCare application we can we track time split, record, review time related to TCM which can be extracted for the purpose of billing. Also we can support ingestion of external billing records onto our system which can be further extracted for billing.
	8.08	151	Does your system support auto suggestion of time survey keywords for certain activities to ensure accurate billing/claiming (crosswalk); standardized TCM domains/ fields?	Medium	Currently Available	Through Innovaccer InCare application we can we track time split, record, review time related to TCM which can be extracted for the purpose of billing. Also we can support ingestion of external billing records onto our system which can be further extracted for billing. Yes we can create discrete data points collected in protocol
	8.09	152	Does your system support auto calculate for home visit mileage based on the home visit activity and client	Medium	Not Planned	We are to explore further as our strategic partner
			Training, Tech Support, Customization			
	8.1	153	Do you provide adequate documentation (data dictionary) to enable in house technical support staff to do customized data analysis?	High	Currently Available	Innovaccer supports users with the following product features (specific set-up configured during deployment): <ul style="list-style-type: none"> • User starting guide built into solutions featuring content on usage of features • Easily accessible data dictionary for details on data elements (e.g., name, acronym, description) <ul style="list-style-type: none"> • "Hover to discover" tooltips for users to learn about functionalities and data elements shown in the solution
	8.11	154	Do you support both train the trainer and all staff training on various systems components?	High	Currently Available	Innovaccer facilitates training sessions as part of the implementation. The training plan is detailed out, taking the resources and in-scope applications into consideration. Innovaccer conducts an in-person training program with the users at the client location and then scales the training program to all providers, using a train-the-trainer approach, via 3-5 workshops conducted for geographically co-located groups of provider representatives.
	8.12	155	Do you support super user roles to act as champions within the department?	High	Currently Available	Yes we do support this functionality.
	8.13	156	Do you provide documentation, user manuals for your product and if required customized for each program (i.e. TB program may look different)?	High	Currently Available	<ol style="list-style-type: none"> 1. In-person training: In-person training workshops will be conducted using process walkthroughs as well as hands-on demo sessions. 2. Live streaming webinars will be conducted for users who either cannot make it to the in-person training or need a recap or need additional representatives to be trained. 3. Self-paced on-demand web-based modules will be made available for end-users. 4. In-house Learning Management System (LMS) is in development which is designed to bring video content and learning courses to customers and their broader stakeholders to serve a range of purposes based on need.
9. Privacy and Security			HIPAA and Privacy			
	9.01	157	Does your system support multiple types of user profiles with multiple levels of access privileges like Clients/ Service Providers, Hospitals, Funders, Auditors, PH staff and contractors?	High	Currently Available	Access controls and permissions allow role-based access to be shared with different types of users on the platform, such as Executive leadership, Administrator, Report Generator (Power User), Report Viewer, care coordinations and providers' office staff. Permission levels on the platform allow users to control both functional level access into the platform, and data level access to define user-based roles and views.
	9.02	158	Does your system support access to client data from various programs if the client has provided required consent?	Medium	Currently Available	All users are provided rights and privileges that are set by the Super Admin, who is the personnel responsible for changing access rights based on a process/project change. The central security administration is provided through the Apache Ranger console which make use of Kerberos for user authentication to provide user access control to the database. Super Admin can segregate these access depending on line of business or hierarchy. They can define roles, groups, access, privileges at a granular level to govern access to PHI/PII, specific datasets and values, as defined by organizational hierarchy.
	9.03	159	Is your system fully compliant with HIPAA/HITECH law and other California specific regulations?	High	Currently Available	System is fully compliant with HIPAA law and other California specific regulations.

	9.04	160	Does your system store data in encrypted manner (encryption at rest) as well as transmit data over secure channel to the users (HTTPS for browser based application)?	High	Currently Available	Innovaccer has deployed appropriate technologies and methodologies to make PHI unusable, unreadable, or indecipherable to unauthorized individuals. Data at rest in cloud infrastructure is encrypted at minimum AES 128 level of encryption and workstations are encrypted using at least AES 128 level encryption. Data at rest is encrypted in HDFS and Data in flight is encrypted in SFTP Transfer, RESTful API, and HTTPS services. Transport level security includes SSL and TLS encryption. The platform also has in-built encryption for Data at Rest using Hadoop encryption layers and data in flight is encrypted using SSL, TLS, and SFTP protocols.
			Multiple User Access Levels			
	9.05	161	Does your system maintain master person / patient index for all clients?	High	Currently Available	Innovaccer's EMPI or Enterprise Master client Index is a client database used by healthcare organizations to maintain accurate medical data across its various departments. The client is assigned a unique identifier(EMPI) that is used to refer to this client across the enterprise. The objective is to ensure that each client is represented only once across all the software systems used within the organization.
		162	Does your system support storing master patient index from other systems like HIEs?	High	Currently Available	Innovaccer has the experience of integrating information from other systems like HIEs, EHRs, claims data, etc. We can display and store multiple attributed MRNs from any source system in the client record.
	9.06	163	Does your system support storage of Medi-Cal Eligibility Data System (MEDS) ID (CIN #) for clients?	High	Currently Available	Yes, we support the storage of this ID as a reference field in the client record
	9.07	164	Does your system support capturing key demographic identifier attributes like SSN, Medical Record number from other EHR etc.?	High	Currently Available	Yes this is fundamental to our offering a unified and longitudinal client view P360 designed to be the single source of truth for all stakeholders. These attributes are part of the client's record. Furthermore, can display multiple MRNs from the associated source i.e. SHIE or EPIC.
	9.08	165	Does your system support definable multiple account authorization security types and access levels (including Clients/ Service Providers, Hospitals/ Funders/ Auditors); easy and appropriate access for staff and contractors	High	Currently Available	For user authentication, the platform supports two-factor authentication. Innovaccer provides LDAP / Active Directory (AD) authentication as an option for identifying and managing users. We have the flexibility to support Multi factor authentication as well. Users can authenticate into the platform using familiar credentials, which are checked against LDAP/AD on every login. Innovaccer uses the OAuth Authentication mechanism for user login purposes, providing industry level security for the application. We also support OKTA, & other SSO authentication mechanisms. Access controls and permissions allow role-based, granular level access to be shared with different types of users on the platform.
	9.09	166	Does your system support privacy and security requirements for 42 CR Part 2 for Mental Health/ Substance Use Disorder/ HIV and other sensitive data?	High	Currently Available	At Innovaccer, all staff members whether onshore or offshore are required to attend and complete annual HIPAA training. We get PHI Data from our client's after mutual consent and agreement. We are also a HITRUST & HIPAA Certified organisation and we ensure complete privacy for client data.
	9.1	167	Does your system support controlling visibility of certain information across multiple programs based on access privileges?	High	Currently Available	Permission levels on the platform allow users to control both functional level access into the platform, and data level access to define user-based roles and views.
	9.11	168	Does your system support controlling visibility of certain sensitive data attributes based on client consent or authorization to share?	High	Currently Available	There are authentication and consent management workflows in place to ensure that the provided mapping of personal representatives to members is appropriately reflected in how both consent is managed and healthcare information is accessed. Through consent management, member's access to information of partners and adult children can be restricted at granular level, especially with regards to sensitive healthcare data.
10. Interfaces			System Interfaces			

	10.01	169	Does your system support healthcare interoperability standards based interfaces with external data systems or ability to build one when not available outside the box? (we are looking for integrated connectivity to state systems, ACPHD TimeCard, Finance System, ALCOLINK HRMS)	High	Currently Available	Innovaccer Data Activation Platform ("DAP") offers a comprehensive list of data sources to extract data from and is capable of handling a multitude of formats and exchange standards. DAP has pre-built connectors with 80+ EMRs and 200+ healthcare IT vendors, can handle over 18 file formats and 600 data fields, and has 13M+ records in its taxonomy knowledge base. Innovaccer has achieved interoperability with 80+ EMRs that includes all the major US healthcare popular EMRs including Allscripts, Athena, eClinicalWorks, EPIC Healthy Planet, Optum, and Cerner HealthIntent to name a few.
	10.02	170	Can your system support interfaces with any other systems like systems used by program funders?	Low	Currently Available	DAP has pre-built connectors with 60+ EMRs and 200+ healthcare IT vendors, can handle over 15 file formats and 600 data fields, and has 10M+ records in its taxonomy knowledge base. It offers connectors to both cloud based and web based applications for data access.
	10.03	171	Does your system support interoperability with Health Information Exchanges (of Alameda County and/or other HIEs) using HL7 / CCD / FHIR / IHE Profile? Please describe which standard(s) you support.	High	Currently Available	Innovaccer proposed solution has pre-built or out-of-the-box FHIR adapters for health plan data. DAP has been integrating electronic health records, claims and billing Files, practice management systems, financial systems, ADT feeds, labs, and pharmacy in both FHIR format and non-FHIR formatted data as required by customers. The DAP has an extensible design to readily support an increasing number of file types over time, with "out-of-the-box" supported formats inclusive of HL7, FHIR, C-CD, USCIS, JSON, XML, X12, X12N 837, X12N 835, X12N 820, X12N 834, X12N 270/271, X12N 278, X12N 276/277, SOAP, and XML.
	10.04	172	Does your system support interface with CalREDIE?	Medium	Currently Available	Innovaccer Data Activation Platform ("DAP") offers a comprehensive list of data sources to extract data from and is capable of handling a multitude of formats and exchange standards. DAP has pre-built connectors with 80+ EMRs and 200+ healthcare IT vendors, can handle over 18 file formats and 600 data fields, and has 13M+ records in its taxonomy knowledge base. Innovaccer has achieved interoperability with 80+ EMRs that includes all the major US healthcare popular EMRs including Allscripts, Athena, eClinicalWorks, EPIC Healthy Planet, Optum, and Cerner HealthIntent to name a few.
	10.05	173	Do you support and have out of the box tool for migration of existing data from currently used systems? (e.g. ECChange, CHARTS, Healthy Soft, etc.)	Medium	Currently Available	Innovaccer applications are designed in a way that if needed we can move the data from one database system/vendor to another. This would be the customer's responsibility to get the access to system/vendor the data need to be moved.
	10.06	174	Does your system support export of data for other systems / data sources (e.g. Results Based Accountability)?	Medium	Currently Available	Innovaccer provides access to the platform via on-demand or scheduled data export, API access, and SQL data access, in addition to the primary user interfaces of the application. Innovaccer's platform also offers the capability to export data to existing third-party applications, by one of the supported mechanisms including API, SFTP, or SQL query bench, depending on the destination system. For instance, Innovaccer has been helping existing customers by identifying and pushing gaps in care into their existing third-party care management applications, for improved population health management.
	10.07	175	Does your system support access and interface with other databases used by other agencies in the County (e.g. CalWin, 211, Enterprise Address System etc.)?	Medium	Currently Available	Our solution supports this functionality
	10.08	176	Does your system support interoperability with Electronic Health Records like Epic using HL7 or FHIR?	Low	Currently Available	Yes, DAP has pre-built connectors with 80+ EHRs and 200+ healthcare IT vendors. Innovaccer has invested significant time and capital to make our solutions truly interoperable with the Epic ecosystem. Our clients are using the Data Activation Platform to bi-directionally extract, normalize and aggregate data as well as to send data directly into the Epic patient charts. Additionally, with Innovaccer's P360 unified client record that is now available on Epic App Orchard, it's easier than ever to access and leverage high quality data at the patient level from all sources within Epic at the point of care.
	10.09	177	Does your system support interface with Electronic Dental Record (EDR) systems?	Medium	Currently Available	Innovaccer Data Activation Platform ("DAP") offers a comprehensive list of data sources to extract data from and is capable of handling a multitude of formats and exchange standards. DAP has pre-built connectors with 80+ EMRs and 200+ healthcare IT vendors, can handle over 18 file formats and 600 data fields, and has 13M+ records in its taxonomy knowledge base. Innovaccer has achieved interoperability with 80+ EMRs that includes all the major US healthcare popular EMRs including Allscripts, Athena, eClinicalWorks, EPIC Healthy Planet, Optum, and Cerner HealthIntent to name a few.
	10.1	178	Does your system connect to immunization registry? If yes, does it support bi-directional interface?	Medium	Currently Available	Yes our system can connect to immunization registry. For bi directional interface, our in-house tool, InAPI supports high-performance bi-directional workflow interaction between third-party applications and EHRs.

	10.11	179	Does your system support connection with CalWIN?	Low	Currently Available	Innovaccer Data Activation Platform ("DAP") offers a comprehensive list of data sources to extract data from and is capable of handling a multitude of formats and exchange standards. We are happy to explore this integration with Alameda.
11. Program Specific Requirements			Program Specific Data Capture Forms, Reports and Compliance			
	11.01	180	Does your system support (or will support) reporting requirements of Healthy Families America (HFA) program?	High	Available in 2022	We are open to exploring further to support the needs of Alameda
	11.02	181	Does your system support (or will support) reporting requirements for Healthy Start program?	High	Available in 2022	We are open to exploring further to support the needs of Alameda
	11.03	182	Does your system support (or will support) reporting requirements for Nurse Family Partnership?	High	Available in 2022	We are open to exploring further to support the needs of Alameda
	11.04	183	Does your system support (or will support) any Asthma program in other Counties?	High	Available in 2022	We are open to exploring further to support the needs of Alameda
	11.05	184	Does your system support (or will support) any TB Control program in other Counties?	High	Available in 2022	We are open to exploring further to support the needs of Alameda
	11.06	185	Does your system support management of large number of potential "contacts" of a TB Control client (i.e. no case opened for those people who are on the contact list nor they are clients to the program)?	High	Available in 2022	We have done this type of data management for COVID/ contract tracing and open to exploring further.
	11.07	186	Does your system has the capability to manage, track, document, and report on COVID-19 vaccination administration?	Medium	Currently Available	Yes, it's an application that is part of our integrated suite of solutions called Covid Command Center that includes: Monitoring: monitor in real-time capacity, medication consumption, equipment inventory, PPE supplies, oxygen supplies, etc. at each facility and at the organization level. Predictive Analytics: know your case loads, inventory requirements, resource requirements for the next 60-days based on your current data. The trend can be visualized across custom date-ranges, Facility Summary, get an overview of the consumption rates at each location/department, COVID – 19 Daily Trend, get a system-wide overview of daily and total year-to-date COVID positive and pending client count, COVID-19 Activity CDC Reporting meet CDC reporting requirements with automatically generated reports that track comprehensive set of metric
11.08	187	Does your system has the capability to interface with State COVID-19 Vaccination systems such as PrepMod, MyTurn, Primary.Health, etc. ?	Medium	Currently Available	Yes	

TECHNICAL REQUIREMENTS

Category	Req #	#	Requirements	Priority	Availability	Comments
12. Cloud Data Storage	12.01	186	Is your system hosted in public cloud environment (e.g. Azure / AWS / Google Cloud / Rackspace)?	High	Currently Available	Innovaccer Data Activation Platform (DAP) can be deployed on the cloud or on-premise. On cloud deployments are done on Amazon Web Services (AWS). On-Premise deployments are done on the customer's data center.
	12.02	187	Do you support hosting in Government Cloud environment?	Medium	Currently Available	All of the Innovaccer solutions run as native services either on AWS or Azure. We are cloud-agnostic.
	12.03	188	Do you ensure that the customer data will not be hosted outside of US?	High	Currently Available	Customer data will be hosted on cloud that resides in US via AWS or Azure.
	12.04	189	Does your system hosted in multi-tenant environment with adequate data segregation?	High	Currently Available	Multi-tenancy can be deployed through the environment or dynamic data separation. We are able to establish these methods at certain levels of our solutions and at times combine more than one depending on client specifications. Typically however we find that setting up user-roles & access is sufficient and satisfies corporate and security governance requirements. For ACPHD we recommend utilizing user-roles & access to establish multi-tenancy-like layers. This will limit complexity and afford the same data restrictions seen through the environment and data multi-tenancy.
	12.05	190	Do you have the following third-party service reports, certifications, regulations?	High	Currently Available	
	12.06	191	SOC 2	High	Currently Available	Innovaccer Solution is SOC 2 certified. Please refer to attached certification.

	12.07	192	SOC 3	High	Available in 2022	We are looking into SOC 3 in the near future.
	12.08	193	ISO 27001	High	Available later in 2021	We have started the ISO 27001 certification process
	12.09	194	HITRUST	High	Currently Available	Innovaccer's Solution is HITRUST certified.Please refer to attached certification.
	12.1	195	Do you have experience in cloud operation for more than 3 years?	High	>=5 years	Innovaccer has been pioneering the cloud based solution since past 6 years seamlessly to advance the goal of developing a client/client-centered, connected care delivery continuum
	12.11	196	Do you have Information Security team with minimum 5 years average experience in the field?	Medium	>=5 years	Innovaccer has dedicated Security team with good amount of experience(minimum 5 years) which is responsible for conducting security assessments .
	12.12	197	Do you have dedicated group/function(s) responsible for the management of Privacy and Information Security programs that are responsible for identifying and securing customer data?	Medium	Currently Available	Innovaccer has configured SIEM solution (IBM Qradar) to real time monitor all the Security Incident and Event logs of all customer systems hosting PHI. OSSEC is installed for as File Integrity Monitoring and Intrusion Detection to prevent hacking into vendor systems. Both these systems are configured to send alerts to the security team. Same process would be for processing center activity, data administration and any other aspects related to hosting customer data.
	12.13	198	Do you have an incident management program /policies in place that covers monitoring, detection and response to potential threats and incidents as well as reporting suspicious activity and weaknesses?	High	Currently Available	Innovaccer's infrastructure team has configured all critical systems to log user activities via the SIEM (Security Incident & Event Management) tool to monitor system changes, including platform login by providers, PHI access, activity tracking, etc. All logs related to these activities or changes are stored in the S3 bucket of AWS for a duration of 6 years minimum as required by HIPAA.
	12.14	199	Do you have privacy roles, responsibilities and access requirements for material contractors and 3rd party / sub contractors providing services (directly or indirectly) to your customers (if you utilize such services)?	High	Currently Available	The proposed solution has a registration and certification process for third party developers so they comply with PII and PHI requirements per regulatory rules as well as payer policy preferences. The third party developers have to go through a user authorization and consent management process as defined by CMS mandate to access the member information, including informing of the member on the third party applications privacy and security provisions. The process will not share the access secret code to the third-party app developer until the App is certified and registered. No unauthorized App will be able to access member information.
	12.15	200	Do you have tools and processes in place for monitoring user audit logs to identify unusual and/or unauthorized transactions in the system or your network?	High	Currently Available	Innovaccer maintains and provides audit reports to system IT administrators on User Access Monitoring for PHI data. The functionality allows administrators to: 1.Monitor and audit the activity of users 2.Export the list of users and their last dates of activity in a CSV format 3.Generate an activity report for random users with User's first and last name, User's Chapter name and ID, User's manager-level sponsor's Name and corresponding email address 4.Track all activities related to interaction with specific data on the platform 5.Consumption reports by user type, data type, application type, the source system 6.Analytics on Number of API calls, Volume of records
	12.16	201	Do you have a formal Change Management Process that must be adhered to when making changes to your system (including formal documentation)?	Medium	Currently Available	Our in-house project management tool, InCustomer, is used for change management. InCustomer can be used to raise and approve change management requests for Scope Change and Process. We provide access to the end-user for raising a ticket directly from the application. There is a self help button in the application from where the user can submit a request and it will automatically raise a ticket within the portal. Also, our account management team remains in constant touch with the customer and the customers can directly reach out to them for any requests for customizations.

	12.17	202	If you are hosted in your data center, do you perform ongoing vulnerability assessments / reviews of your IT infrastructure to identify and address potential exposures?	High	Currently Available	<p>We undertake below mentioned activities to protect PHI in our system.</p> <p>1.Black Box Penetration Testing: We take over the role of a hacker and try to hack into our own systems from outside corporate environment with defined scope</p> <p>2.GreyBox Penetration Testing: Under this approach we sit inside our corporate network and try to hack into our own systems with defined scope</p> <p>3.WhiteBox Penetration Testing: Internal scan of system with logged in users to pluck out any vulnerability arising</p>
	12.18	203	If you are hosted in your data center, do you do vulnerability scans of all systems to ensure that the security settings have not been compromised / adjusted and to ensure that these settings cannot be compromised?	High	Currently Available	<p>Innovaccer maintains a secure posture by continuously scanning their infrastructure for vulnerabilities and conducting periodic 3rd party audits.</p> <p>Innovaccer performs below listed audits at defined intervals:</p> <p>Vulnerability Scans - vulnerability scans are performed every quarter internally and annually by 3rd party vendor.</p> <p>Penetrations Tests - Both automated, as well as manual penetration tests are performed on every new release which happens at least on a quarterly basis.</p>
	12.19	204	If you are hosted in your data center, do you have Intrusion Detection / Intrusion Prevention System(s) (IDS/IPS) protecting the network where critical systems/assets reside?	High	Currently Available	<p>Innovaccer has configured OSSEC HIDS (Host-based Intrusion Detection) agent in all our customer customer systems hosting PHI which checks rootkits and process monitoring, FIM (File Integrity Monitoring) to ensure that all critical system files are not modified in an unauthorized manner.</p>
	12.2	205	Is there a formal process in place to identify, communicate, manage and track vulnerabilities from discovery to remediation?	Medium	Currently Available	<p>Innovaccer has a structured Security Incident Response Team (SIRT) that is primarily responsible for performing an investigation when evidence shows that a security incident has occurred and to respond promptly to the security incident. A Security Incident Investigation Report is completed, providing details of the investigation. SIRT also performs a root cause analysis for all identified incidents.</p> <p>Innovaccer has also laid guidelines to involve the external forensic team to investigate incidents related to ePHI where investigation required technical forensic expertise. The final decision of the involvement of a forensic team is taken by the Information Security and Compliance Officer.</p>
13. Data Security Management						
	13.01	206	Do you segregate and encrypt data in alignment with the classification/security policy?	High	Currently Available	<p>Innovaccer has implemented industry-best standards and practices to protect PHI/PII:</p> <p>1. User Access Authentication</p> <p>2. Role Based Access</p> <p>3. For monitoring and logging purposes: Security Information and Event Management (SIEM) solution in place which helps in real-time analysis of any security alerts</p> <p>4. Infra & Network Security: Data is transmitted from client's to innovaccer using SFTP to ensure end-to-end security. All web requests are routed through a web server which lies in a VPC behind a layer 3 & layer 7 firewalls with DDoS Protection. Only authorized connections are allowed over port 443 via SSL/TLS (Transport Layer Security).</p>
	13.02	207	Do you log the following for your system and applications that create, receive, maintain or transmit PHI data?	High	Currently Available	Our solution support this functionality by maintaining log of the asked field
	13.03	208	User name	High	Currently Available	Our solution support this functionality by maintaining log of the asked field
	13.04	209	Date accessed	High	Currently Available	Our solution support this functionality by maintaining log of the asked field
	13.05	210	Last login time of the user	High	Currently Available	Our solution support this functionality by maintaining log of the asked field
	13.06	211	What records are deleted by the user	High	Currently Available	Our solution support this functionality by maintaining log of the asked field
	13.07	212	Duration of the active session	High	Currently Available	Our solution support this functionality by maintaining log of the asked field

	13.08	213	User copying / duplicating / downloading a table / database?	High	Currently Available	Our solution support this functionality by maintaining log of the asked field
	13.09	214	Patient ID	High	Currently Available	Our solution support this functionality by maintaining log of the asked field
	13.1	215	Time accessed	High	Currently Available	Our solution support this functionality by maintaining log of the asked field
	13.11	216	What records are accessed / viewed by the user	High	Currently Available	Our solution support this functionality by maintaining log of the asked field
	13.12	217	What records are modified by the user	High	Currently Available	Our solution support this functionality by maintaining log of the asked field
	13.13	218	User creating a new record / table / database	High	Currently Available	Our solution support this functionality by maintaining log of the asked field
	13.14	219	Do you have daily audit log monitoring? If not describe how often you monitor in the comments field.	Medium	Currently Available	We have Quarterly Security Assessment Internally by dedicated Security Team and once a year Assessment by Third party. All the audits/certifications are conducted by 3rd party audit accessors. All audit logs are maintained for every point of entry/exit for the data along with every operation in DAP engine and the reports are available for view and export for auditing purposes.
	13.15	220	Do you offer multi-factor authentication for user accessing sensitive data?	Medium	Currently Available	Innovaccer's applications support user authentication using Active Directory or LDAP based iDPs. Administrators can configure Innovaccer to use their existing LDAP or Active Directory system as the system of record for centralized management of user identity, organizational units, and credentials. Users can authenticate into the platform using familiar credentials, which are checked against LDAP/AD on every login. Innovaccer application can support multi-factor authentication.
	13.16	221	Do you have a mechanism to apply patient consent to share their data on the data collected and stored in your	High	Currently Available	Through our consent management, members will be able to manage their consent at a granular level with the ability to change or withdraw consent at any given point of time.
14. Policies and Procedures						
			Policies and Procedure for IT Management			
	14.01	222	Do you have data classification / security policy?	High	Currently Available	Innovaccer is HIPAA, HISP Privacy and Security, HISP CEAP, and SOC-II Type II certified. We are also HITRUST certified with the prestigious NIST Cybersecurity Certification and also have EHNAC Privacy & Security Accreditation with >99% rating. All logs related to these activities or changes are stored in the S3 bucket of AWS for a duration of 6 years minimum as required by HIPAA. Innovaccer complies to all the security policies and procedures to assure compliance with the HIPAA requirements.
	14.02	223	Do you have data backup, recovery and destruction policy?	High	Currently Available	Innovaccer takes appropriate steps to backup data and create exact retrievable copies of that data. Disk snapshots of all the disks attached to the servers for cloud deployments are taken on a daily basis mostly during the midnight period (2.00 AM to 4.00 AM). The backup process is automated and happens as per the schedule set by the user with no additional downtime. All backups are stored in a secured AWS S3 bucket and AWS Glacier, which can be recovered easily through our HA/DR Devops scripts. Innovaccer also provides 24 * 7 Site Reliability support and on-demand Devops support.
	14.03	224	Do you have regular IT infrastructure audit policy?	Medium	Currently Available	We have Quarterly Security Assessment Internally by dedicated Security Team and once a year Assessment by Third party. All the audits/certifications are conducted by 3rd party audit accessors. All audit logs are maintained for every point of entry/exit for the data along with every operation in DAP engine and the reports are available for view and export for auditing purposes.
			Do you have defined procedure for security incident			Innovaccer uses QRadar as its Security Information and Event Management (SIEM) solution which helps in real-time analysis of any security alerts through the following features: Continuous monitoring of any kind of security alert/incident that is otherwise not detected.

	14.04	225	Do you have some process for security incident recording and communication?	High	Currently Available	Improves the efficiency of incident handling Streamline compliance reporting Provides real-time analysis of security alerts Better reporting, log collection, analysis, and retention
	14.05	226	Do you offer regular HIPAA training for your employees and contractors?	High	Currently Available	There are workforce development programs at Innovaccer that ensure that the skillset of its employees is enhanced and updated to the latest in the industry to comply with HIPAA and other security related certification. We have developed Innovaccer Academy (in-house Learning Management System (LMS)) which is designed to bring video content and learning courses to its employees.
	14.06	227	Do you have a policy to sanction access to users or even customer organizations?	Low	Currently Available	Innovaccer follows User access policy by : 1.Create and configure users on the platform, including specifying their level of access to data marts/data source, PHI and PII, including view only or restricted access 2.Configure organizational policies to specify the kind of data accessible to the users on the platform, including by location, facilities, or attribution. 3.Allow or deny privileges and restrictions to add, edit, share, and delete functionality for users. 4.Create groups from list of users to easily manage roles and rights for these users. User groups (i.e., a list of users) to see selective registries, worksets, measures, or dashboards / views / reports.
15. Governance						
	15.01	228	Did you experience any large scale security events in the last 5 years?	High	0 Event	N/A as we have never breached any security code of conduct.
	15.02	229	Did you experience any large scale service disruption event in the last 3 years? If yes, please elaborate in the Comments section.	High	0 Event	N/A as we have never breached any security code of conduct.
	15.03	230	Do you log administrator actions to the systems hosting your application and customer data?	Medium	Currently Available	Innovaccer's admin platform allows for user-based access privileges and restrictions, where users can change case types, depending upon their user profile. The system maintains logs with details around changes made and time stamp for auditing purposes.
	15.04	231	If your administrators use shared admin account to manage application and production databases, do you require your administrators to use their individual accounts to log into your network prior to use of shared account?	Medium	Currently Available	Yes these would be individual accounts with roles and under admin groups
	15.05	232	Do you have governance and control of mobile devices that are used for system testing with real data?	Medium	Currently Available	We use xcode for iOS & Genymotion for testing which are virtual environments for testing. We also don't use real data in any form of testing but only de-identified data for testing for web, mobile & desktop applications. Devices do have Mobile Device Management (MDM) suite installed called SOTI for governance & security.
	15.06	233	Do you store all audit logs for HIPAA mandated number of years?	High	Currently Available	The audit logs are stored for minimum of 6 years as mandated by HIPAA
	15.07	234	Do you track all your assets including development, QA, Pre-production and production version of the software and data using asset management system?	Medium	Currently Available	Innovaccer regularly audits and maintains assets with its dedicated team, lead by a compliance officer, and applies security patches at frequent intervals
	15.08	235	Do you open up your technical help desk staff to PHI / PII data?	Medium	Currently Available	We do have access control layer protocol which clearly defines user role linked to each level of hierarchy allowing them to access the data/information. Currently only Customer Engineering team can access PHI data as they work on the data. Help desk team or support team only registers customer queries.
16. Helpdesk and Support						
			Helpdesk Availability			Support includes

	16.01	236	Do you offer technical support helpline where users can call directly?	High	Currently Available	User Support: Troubleshooting support to use the platform, Knowledge Support on how to solve a use-case using this platform Technical Support: Troubleshooting support on technical issues to use the platform Admin Support: Admin support for failed jobs, server issues, or other related issues
	16.02	237	Do you offer customer portal to create problem tickets and tracking capability?	High	Currently Available	Innovaccer Support can be contacted via two channels to raise issues and seek resolution: 1. InApp Support/Ticketing System - Innovaccer product has a "Help" link within the product to raise queries/issues to our support teams. 2. Email - Email support will be available in case our platform is not accessible and InApp Support cannot be accessed.
	16.03	238	Do you offer Help Desk services 24x7x365? Please state your helpdesk hours in the Comments section (in Pacific Time)?	Medium	Currently Available	Yes we offer 24x7x365 support window.

17. Access Management

	17.01	239	Do you support single sign-on solutions to integrate with our "active directory"?	High	Currently Available	Innovaccer's applications support third-party identity management frameworks such as single sign-on (SSO). Customer's provisioned user accounts can be synced with Innovaccer's platform using SSO capabilities via Active Directory. Innovaccer can also integrate with third-party SSO applications and standards as needed. Innovaccer currently supports Azure AD (on-cloud) and LDAP (on-prem) standards.
	17.02	240	Do you support account management and password policies for your solution?	High	Currently Available	Innovaccer adopts the following password policy, without any exception: Minimum 8 characters Requires a combination of alphanumeric and special characters, as well as an uppercase character Force password change every 90 days Prevent users from using last 6 passwords Force users to change password at first login Account lockout for six repeated failed attempts Lockout duration of 30 minutes or until the administrator enables the user ID Two factor authentication for AWS console login Password expiration duration is set to 90 days Application logs out after 20 minutes of inactivity
	17.03	241	Does your solution/system offer controls and practices that are effective at safeguarding the privacy and security of client data? Please share your solution's security architecture/framework (SOC 2 is fine as well).	High	Currently Available	We have SOC comprising of tools namely: 1.QRadar 2.Wazuh 3.Security Onion 4.SEPM 5.Symantec DLP 6.Symantec Encryption 7.ModSec WAF 8.DDoS Deflate 9.Firewall

SERVICE LEVEL REQUIREMENTS

Category	SLA #	#	Requirement / Description	Compliance Level	Response
18. Service Availability	18.01	239	Your cloud hosted system and apps shall be available for access 99.99% of time. If you are not fully compliant describe your uptime guarantee.	Fully Compliant	Agreed uptime is 99% which is measured quarterly
	18.02	240	Your scheduled maintenance window shall be between 12 midnight and 6 AM PT.	Fully Compliant	Innovaccer Customer Success Director notifies customers of scheduled downtimes 48 hours in advance of any major service interruption via email.
	18.03	241	Do you have a real-time status page for your service uptime and availability?	Fully Compliant	Innovaccer has set up mechanisms to detect any failure. Below are the tools that Innovaccer uses: 1. Prometheus - Application Uptime and System Monitoring 2. New Relic - Application Performance Monitoring 3. Sentry - Error tracking and tracking

	18.04	242	Describe your application upgrade and release schedule and process, and address vendor and customer responsibilities and general timelines.	Fully Compliant	We generally follow a monthly release frequency for upgrades containing bugs fixes, and a quarterly release cycle for major upgrades and new project releases.
19. Capacity & Capability	19.01	243	The solution shall be able to provide optimal performance (see response SLA below) under a load of 200 concurrent users. If you are not fully compliant, describe your capacity guarantee.	Fully Compliant	Innovaccer's Data Activation Platform is currently the largest application in our suite of integrated solutions. The current data transactions on a daily base is approximate 50 GB, has 1100+ concurrent users, and has incorporated 4.5 TB of data.
20. Responsiveness	20.01	244	At any given time web applications that you will provide shall not take more than 2 seconds to load a page on an internet browser.	Fully Compliant	1. Throughput(Transactions per second) - Current write throughput is 100MB per second whereas read to is 95 MB per second 2. Data Latency write is less than 2 ms and read latency is less than 2.5 MS
	20.02	245	The above requirement applies for screens with textual data and with graphs/charts. Describe if your solution has any limitations.	Fully Compliant	No Limitation
21. Access to data	21.01	246	Public Health department or any other authorized affiliate of the County shall have access to the databases or a replicated database.	Fully Compliant	In the Data Activation Platform workspace, the customer is given access to view each data source pipeline process, Integration steps, process success rate, etc.
22. Performance Monitoring and Reporting	22.01	247	For cloud hosted solution, all data access details including by vendor staff shall be documented and provided to Public Health department on a quarterly basis as well as on-demand.	Fully Compliant	A document containing data source destination and folder names to support easy access to folders, SFTP credentials, S3 storage path, and key, etc. This is created to store important information for customer use and the information is encrypted and shared via secure mediums.
	22.02	248	An Account Manager and a dedicated technical staff shall be assigned to the Public Health team throughout the contract period to discuss operational issues on a monthly basis.	Fully Compliant	The Customer Success Director will stay connected to ACPHD for post-implementation questions. Regular touchpoints will be set up with the engineering manager, the project manager from the ACPHD's team and our Customer Success Director.
23. Defect resolutions and response	23.01	249	A issue reporting system shall be made available to the Public Health department immediately post implementation.	Fully Compliant	Innovaccer uses ticketing tool JIRA for incident logging. The incidents are prioritized based on severity levels. Innovaccer's Sustenance Engineering team for support uses an in-house tool to track the raised tickets by customers. For each customer, we have a dedicated team for ticket resolution.
	23.02	250	Defect classification scheme and corresponding response times shall be compliant to the minimum standards needed for Public Health. Describe your defect classification scheme in details and your response time for each category of defect.	Fully Compliant	The detailed SLA metrics has been elaborated in Exhibit-A BID RESPONSE PACKET

BY: 2022

The increase (decrease) in anticipated revenue, as follows:

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
350201	456110	00000		\$5,750,000
ORG TOTAL				\$5,750,000

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$5,750,000

The increase (decrease) in appropriations, as follows:

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
350200	610000	00000		\$5,750,000
ORG TOTAL				\$5,750,000

ORG	ACCT	PROG	<i>Informational</i> PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL APPROPRIATION \$5,750,000

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **21st** day of **December, 2021**, to wit:

AYES: Supervisors Brown, Haubert, Miley, Valle & President Carson – 5

NOES: None

EXCUSED: None




PRESIDENT, BOARD OF SUPERVISORS

File No: 30720
Agenda No: 21
Document No: 2021-645F



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

ATTEST:
Clerk of the Board
Board of Supervisors

By: 
Deputy