

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-11119

PURCHASING AUTHORITY NUMBER (If Applicable)

4265

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Ignyte GroupCA

2. The term of this Agreement is:

START DATE

May 10 2024, or approval by the State, whichever is later.

THROUGH END DATE

February 9, 2025

3. The maximum amount of this Agreement is:

\$1.00 (One dollar and no cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Statement of Work	21
Exhibit B	Contractor's Innovation Concept Paper	13
	*General Provisions - Cloud Computing-Software as a Service (SaaS) effective 06/21/2022	
	*Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/2018	
	*Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS) effective 05/11/2016	
	Request for Innovative Ideas (RFI2) # 29673 in its entirety, which can be viewed at https://caleprocure.ca.gov/event/77601/0000029673 .	

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Ignyte GroupCA

CONTRACTOR BUSINESS ADDRESS

1990 K Street NW

CITY

Washington

STATE

DC

ZIP

20006

PRINTED NAME OF PERSON SIGNING


Jason Stanis

TITLE

Chief Technology Officer

CONTRACTOR AUTHORIZED SIGNATURE

Jason Stanis

 Digitally signed by Jason Stanis
Date: 2024.05.06 13:44:03 -04'00'

DATE SIGNED

05/06/2024

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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4265**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1615 Capitol Avenue, MS 3202

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Jesse Bignami

TITLE

Assistant Division Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Jesse BignamiDigitally signed by Jesse Bignami
Date: 2024.05.07 11:31:59 -07'00'

DATE SIGNED

05/07/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

Carol BangsDigitally signed by Carol Bangs
Date: 2024.05.07 13:05:09 -07'00'

EXEMPTION (If Applicable)

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EXHIBIT A STATEMENT OF WORK

1. INTRODUCTION

This Statement of Work (SOW) reflects the Proof of Concept (POC) solution to be developed by Ignyte GroupCA (hereinafter referred to as the “Contractor”) for the State of California Department of Public Health (hereinafter referred to as “CDPH” or the “State”).

A. Background

In furtherance of Executive Order N-12-23, the State is considering procurement and enterprise use opportunities where Generative Artificial Intelligence (GenAI) can improve the efficiency, effectiveness, accessibility, and equity of government operations.

The Department of General Services (DGS), on behalf of CDPH issued Request for Innovative Ideas (RFI²) # 29673 (hereinafter referred to as “RFI²”) GenAI Solution for Health Care Facility Inspections. The RFI² is incorporated herein by this reference.

The RFI² solicited Innovation Concept Papers (ICPs) to address the CDPH problem as defined in the RFI² Attachment 1 – Problem Statement.

ICPs were submitted on February 20, 2024, and the Contractor was selected to advance to the POC phase to demonstrate their solution to the State. The Contractor's ICP is incorporated herein by this reference.

B. Objectives

Provide a GenAI tool that will reduce the average survey time and reduce disparity in the documentation of deficiencies identified through facility surveys and investigations.

At a minimum, the tool should:

- Identify potential state and federal codes applicable to the topic of investigation.
- Analyze documented evidence and notes to support non-compliance findings in accordance with laws and regulations.

- Recognize documentation of evidence of deficiencies from surveyor notes.
- Process the state and federal codes and evaluate documented evidence for relevance and applicability to the code requirements.
- Produce a comprehensive report following prescribed format and structure with appropriate grammar (including medical terminology) that captures evidence of non-compliance from various surveyor notes, including those collected during record reviews, interviews, and observations.

2. SCOPE OF THE PROOF OF CONCEPT

The POC will serve to demonstrate to CDPH the Contractor's ability to present their innovative ideas, as described in the ICP, and prove the achievability of the outcomes stated within. During this time, the Contractor must successfully complete and deliver the Deliverables and Milestones outlined in Section 11 – Contractor Deliverables and Milestones.

Furthermore, the POC will allow CDPH to validate that the Contractor's ideas, solutions, and approaches (collectively the Contractor's solution) described in the ICPs can adequately satisfy the requirements stated in Section 8 - Solution Requirements.

Completion of the POC Deliverables and Milestones by the Contractor and achievement of the Acceptance Criteria identified in Section 12 – Acceptance Criteria will be a factor for determining whether the Contractor will be selected to advance to "Phase 2 Part B – Proposals" of RFI² #29673 for statewide implementation.

3. TERM/PERIOD OF PERFORMANCE

The term of this Agreement is May 10, 2024, or upon approval by the State, whichever is later, to February 9, 2025. The State, at its sole discretion, may exercise its option to execute an Agreement extension in accordance with Section 17 - Amendment for up to three (3) months to perform POC activities for a maximum Agreement term of twelve (12) months. POC solution testing within the California Department of Technology (CDT) managed cloud environment will not exceed six (6) months.

The Contractor shall not be authorized to commence performance as described in this Agreement prior to the start date. Any delivery of goods or performance of services by the Contractor that is commenced prior to the start date shall be at no cost to the State.

The State may terminate this Agreement at any time with written notice to the Contractor. This provision shall not relieve the Contractor of the obligation to provide a Final Report and Final Report Presentation as outlined in Section 11 – Contractor Deliverables and Milestones, within thirty (30) days of notice of termination for all POC activities completed up through termination.

Upon termination or other expiration of this Agreement, each party will assist the other party in orderly termination of the Agreement and the transfer of all assets, tangible, and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

4. AGREEMENT TERMS AND CONDITIONS

The Agreement incorporates the RFI², the Contractor's ICP, and the following state terms:

- A. [General Provisions – Information Technology Cloud Computing Software as a Service \(SaaS\) effective 6/21/22](#)
- B. [Cloud Computing Services Special Provisions \(Software as a Service\) effective 3/15/18](#)
- C. [Cloud Computing Special Provisions for Infrastructure as a Service \(IaaS\) & Platform as a Service \(PaaS\) effective 05/11/16](#)

The General Provisions – Information Technology Cloud Computing Software as a Service (SaaS), Section 11 (Order of Precedence) and the terms of this Statement of Work (SOW) shall take precedence over the ICP and Deliverable documents.

5. REPRESENTATIVES

All notices required by or relating to this Agreement shall be in writing and shall be sent to the representatives of the Agreement at the address set below. Changes to representatives can be made by written notice without amending this Agreement.

The representatives during the term of this Agreement will be:

State:	California Department of Public Health (CDPH)
Name:	Rachel Lee SSM I
Phone:	(279)667-0187
Email:	<u>Rachel.Lee3@cdph.ca.gov</u>

Contractor:	Ignyte GroupCA
Name:	Shirin Mostafavian
Phone:	(301)529-1546
Email:	shirin@igytegroup.com

6. STATE'S ROLES AND RESPONSIBILITIES

CDPH shall:

- A. Designate a person to whom all communication may be addressed.
- B. Facilitate access to CDT managed cloud environment.
- C. Provide access to department staff and information, as determined by CDPH, to support the Contractor's completion of the Deliverables defined in this Agreement, including the identification of system specifications, configurations, and calibrations.
- D. Review Contractor Deliverables and provide timely feedback or approval to support the Contractor in performing its obligations under the Agreement. It shall be CDPH's sole determination as to whether a Deliverable has been successfully completed and is acceptable to the State.
- E. Provide support to the Contractor, as deemed appropriate by CDPH, to obtain authorization for CDPH data to support the performance.
- F. Provide technical reference documents, as deemed appropriate by CDPH, to support the Contractor's deliverables.
- G. Provide problem statement data to be used during the POC and a catalog of recommended data sources.
- H. Provide CDT's onboarding documentation process and forms.

7. CONTRACTOR'S ROLES AND RESPONSIBILITIES

The Contractor shall:

- A. Provide a solution that will support a parent/child administrative relationship that enables the CDT (parent) to programmatically apply compliance and regulatory requirements and standards.
- B. Complete CDT's onboarding documentation process, which includes an initial list of cloud services and role-based access controls (RBAC) required for the services within their solution.
- C. Monitor, report, and as necessary, block GenAI solution prompt inputs for sensitive/classified data and any other potentially harmful prompt methods.

- D. Monitor and report on GenAI solution responses for factual accuracy, coherence, and appropriateness and allow for periodic manual reviews.
- E. Provide their own equipment, operating system, software, and other tools necessary to perform the required tasks.
- F. Provide a pre-trained, GenAI solution.
- G. Ensure the GenAI solution operates within CDT's managed cloud environment.
- H. Host all other non-GenAI solution systems within CDT's managed cloud environments.
- I. Adhere to CDT's Statewide Information Management Manual (SIMM) 140 Cloud Security Guide - <https://cdt.ca.gov/policy/simm/>.
- J. Conduct any required data pre-processing on State provided data for the purpose of tuning the GenAI solution including scanning the data for and, as appropriate, blocking sensitive/classified data, e.g., Personally Identifiable Information (PII), Protected Health Information (PHI), Federal Tax Information (FTI), etc.
- K. Store all State Data, as defined in Section 14 – Data Handling and Ownership, in the CDT managed cloud environment.
- L. Designate a person to whom all communication may be addressed, and who has the authority to act on all aspects of the services.
- M. Provide all necessary staffing resources to successfully complete the POC Deliverables and Milestones within the agreed upon schedule.
- N. Ensure that individuals assigned to this Agreement (employees and/or subcontractors) will exercise all necessary caution to avoid any injury to persons or any damage to property.
- O. Be responsible for the health and safety protection of its employees and/or subcontractors in the performance of this Agreement.
- P. Adhere to all CDPH and CDT policies, procedures, and guidelines, including access and security requirements prior to commencing, and during performance under this Agreement.
- Q. Perform services in a manner that will not disrupt the operational needs of the State and its partners.
- R. Provide training and user guides for up to 100 users of the solution in a manner that minimally disrupts staff duties and operations.
- S. Obtain proper authorization and/or collaboration from CDPH and/or other organizations providing supporting data for the solution. All data to be used under this Agreement must be reviewed and approved by CDPH.
- T. Host the solution in an environment that meets all State requirements.
- U. Provide to the State access to all software and applications necessary to operate and utilize the solution during the POC. All software provided by the Contractor is only for use during the POC and a perpetual license is not being granted to the State.

- V. Support the installation of any necessary software on CDPH and CDT assets to support use of the prototype during the POC, and uninstallation at the conclusion if determined that the solution will not be retained.
- W. Address and incorporate all feedback provided by the State during the POC phase within mutually agreed response times or provide rationale explaining why specific feedback cannot be implemented.
- X. Attempt to log-in to the CDT managed cloud environment within 24 hours of the granted access.
- Y. Provide support services Monday through Friday, from 8:00 AM to 5:00 PM, Pacific Time, in accordance with Section 4 (Data Location) of the Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS). During these hours, the Contractor shall be available to address any inquiries, issues, or requests for assistance related to the delivered solution.
- Z. Provide deployment and configuration of any services or systems necessary for the proposed solution in the CDT managed cloud environment.
- AA. Obtain State approval and provide estimated costing prior to adding any new services or components to the CDT managed cloud environment.

8. SOLUTION REQUIREMENTS

The Contractor's solution must:

- A. Adhere to CDT's SIMM 140 Cloud Security Guide (<https://cdt.ca.gov/policy/simm/>), State Administrative Manual (SAM), and SIMM requirements for the State of California.
- B. Strive to align with SIMM 25 A for accessibility of user interfaces and solution output as applicable.
- C. Ensure the GenAI solution integrates with CDT's managed cloud environments.
- D. Utilize a pre-trained, fully functional GenAI solution.
- E. Retrieve, store, and analyze log data from all workloads.
- F. Provide performance analysis information of all potential workloads to determine resources and cost consumption.
- G. Demonstrate that the solution has implemented network access controls to restrict unnecessary network traffic.
- H. Demonstrate the solutions ability to encrypt data at rest and in transit.

- I. Integrate with CDT's enterprise Security Information and Event Management (SIEM) solution and allow CDT the ability to monitor logs (per SIMM 140).
- J. Demonstrate the methodology to detect and report security vulnerabilities.
- K. Be scalable to accommodate additional data sets as they become available.
- L. Be user-friendly, intuitive, and accessible to an unlimited number of CDPH users from a browser-based network connection to the hosted POC environment.
- M. Store all State Data, as defined in Section 14 – Data Handling and Ownership, in the CDT managed cloud environment.
- N. Demonstrate a solution for CDPH that:
 - 1) Generates accurate draft and final reports, consistent with investigation evidence and current regulations and/or laws.
 - 2) Will not supply hallucination data into generated reports.
 - 3) When appropriate, will generate “No Deficiency” investigation reports.
 - 4) Markedly reduces the time surveyors spend composing initial drafts of investigation reports.
 - 5) Provides parity in function and ease-of-use for all facility types licensed and certified in the State of California.
 - 6) Allows end users the ability to upload and retain in-progress work when internet is available and/or unavailable.
 - 7) Conducting surveys (on the system or by uploading the document) and automatically identify the potential applicable state and federal codes.
 - 8) Automatic analysis of type of evidence collected and notes to support non-compliance findings.
 - 9) Evaluate the survey findings to assign the appropriate state and federal code and produce reports.

9. SITE LOCATION(S)

All work and activities for this POC will be conducted through remote virtual meetings and working sessions.

10. IMPLEMENTATION APPROACH

The Contractor will complete the following activities and tasks:

Task 1 – Project Management (ongoing)

- Project schedule development and on-going tracking.
- On-going biweekly and ad hoc status meetings as requested by the State.
- Deliverable review, revision, and acceptance.
- Provide Weekly Status Reports to summarize completed, ongoing, and upcoming tasks, performance metrics, and at-risk activities.

Task 2 – Kick-off Meeting (MIL-1)

- **Attend an initial meeting** to review the SOW, Milestones, and Deliverables with key personnel from Contractor, CDPH and CDT.
- Review objectives, expectations, availability of data, project plan and status reporting requirements.
- CDPH and CDT will review/provide instructions for Contractor to access the CDT managed cloud environment.

Task 3 – CDT Managed Cloud Environment – Setup & Configuration (DEL-1, DEL-2, MIL-2)

- Provide cloud computing environment parameters.
- **Complete CDT's onboarding documentation process.**
- **Provide an Initial Technical Architecture Diagram** that outlines the services and data flow.
- **Initial Access to the CDT managed cloud environment.**
- Within 24 hours' notice from the State delivering the sandbox access information, Contractor will need to validate access to the sandbox and notify State of success or fail via email. POC six-month engagement begins after notification of success.

Task 4 – POC Approach Document and Presentation (DEL-3, MIL-3)

- **Develop a POC Approach Document** to build upon the approach provided in the ICP and address requirements in Section 8 – Solution Requirements.
- **Present the POC Approach Document** to CDPH during a meeting.
- Demonstrate Contractor's trained Gen AI model and applications that are intended to be used in the POC.

Task 5 – POC Configuration and Implementation (DEL-4, MIL-4)

- **Setup, configure and activate the POC in the CDT managed cloud environment.**
- Store State data into the CDT managed cloud environment.
- Install solution software into CDT managed cloud environment.
- Integrate LLM and GENAI applications to CDT managed cloud environment.
- Configure the solution based on the requirements and guidelines provided.
- Test various use cases and scenarios to validate the solution's functionality, performance, and compatibility.
- Configure access controls, encryption, monitoring, and auditing as necessary.
- **Demonstrate the configured POC solution.**

Task 6 – Solution Testing (DEL-5)

- Develop Solution Test Management Plan with procedures to validate that the solution meets the requirements in Section 8 – Solution Requirements.
- Conduct Solution Testing.
- Provide Test Report to the State.

Task 7 – User Trial Period (DEL-6)

- Provide training, access support and user guides for all identified users of the solution.
- Enable CDPH users to exercise the POC for fifteen (15) business days.
- Solicit and log input from users to document their user experience.

Task 8 – Final Report and Presentation of Findings (DEL-7, MIL-5)

- Compile CDPH feedback and findings and summarize test results.
- **Develop Final Report** documenting POC results and findings.
- Prepare final POC architecture diagram.
- **Present the Final Report** to the State team.

11. CONTRACTOR DELIVERABLES AND MILESTONES

ID	Milestone/ Deliverable Name	Description	Due Date
MIL-1	Kick-off Meeting	The Contractor must attend Kick-off meeting and participate in POC high-level planning with CDPH and CDT.	Within thirty (30) business days after Agreement execution
DEL-1	CDT Onboarding Documentation	The Contractor must complete CDT's onboarding documentation process, which includes an initial list of cloud services and role-based access controls (RBAC) required for the services within their solution.	Within five (5) business days of kick-off meeting
DEL-2	Initial Technical Architecture Diagram	The Contractor must provide a detailed diagram that outlines the services and data flow.	Within five (5) business days of kick-off meeting

ID	Milestone/ Deliverable Name	Description	Due Date
MIL-2	Initial Access to CDT Managed Cloud Environment	<p>The Contractor must attempt to access the CDT managed cloud environment to begin setup, configuration, and activation of the POC solution in the CDT managed cloud environment and notify the State.</p> <p>Acceptance of Milestone 2 (MIL-2) will be provided with the verification of compliance with Deliverable 1 (DEL-1) and Deliverable 2 (DEL-2).</p>	Within 24 hours of notice by the State
DEL-3	POC Approach Document	<p>The Contractor must develop a POC Approach Document that:</p> <ol style="list-style-type: none"> 1. Includes a schedule and work plan for competing the POC. 2. Specifically identifies all hardware, software, and information technology (IT) services that will be utilized for the POC. 3. Identifies the activities necessary for developing the prototype and how the State should expect to participate. 4. Details the expected outcomes that will be achieved after deployment of the prototype. 5. Describes the approach to deploying the prototype, including specific activities (e.g., user training), support/resource requirements, schedule, and change control processes. 6. Describes the output and source data that would demonstrate achievement of the outcomes described so that the State may be able to validate. 7. Provides a summarized report that outlines the specific SIMM 140 security compliance components of the Contractor's solution. 	Within ten (10) business days of kick-off meeting

ID	Milestone/ Deliverable Name	Description	Due Date
		<p>8. Provides logs or log samples to be ingested into the CDT SIEM solution.</p> <p>The POC Approach Document must align with the Contractor's proposed idea in its ICP, unless mutually agreed by the Contractor and the State in writing.</p>	
MIL-3	Approach Overview and Prototype Demonstration	<p>The Contractor must present to the State:</p> <ol style="list-style-type: none"> 1. an overview of the POC Approach Document (components identified in Deliverable 3 (DEL-3)); 2. an overview of the Initial Technical Architecture Diagram Deliverable 2 (DEL-2); and 3. a demonstration of the Contractor's trained GenAI model and applications that are intended to be used in the POC, including an example of how they function and interact with the end user. <p>Acceptance of Milestone 3 (MIL-3) will be provided with the acceptance of Deliverable 3 (DEL-3).</p>	Within five (5) business days after DEL-3
DEL-4	POC Configuration and Implementation	<p>The Contractor must setup, configure and activate the POC in the CDT managed cloud environment per the requirements of Task 5 – POC Configuration and Implementation.</p> <ol style="list-style-type: none"> 1. The State will provide written notice to the Contractor and indicate the specific time and duration for the prototype deployment. 2. The Contractor must provide written notice to the State once the prototype is operational and/or enhancements are made and provide demonstration. 	Within thirty (30) business days after MIL-2 (unless otherwise agreed to by the State)

ID	Milestone/ Deliverable Name	Description	Due Date
		<p>3. The State may provide feedback and the Contractor must attempt to implement the feedback within the duration for prototype deployment.</p> <p>Acceptance of Deliverable 4 (DEL-4) will be provided with the verification of compliance with the requirements of Task 3 – CDT Managed Cloud Environment – Setup & Configuration and Task 5 - POC Configuration and Implementation, and will be contingent upon the successful completion of Milestone 4 (MIL-4).</p>	
MIL-4	Demonstrate the POC Solution	<p>The Contractor must demonstrate the POC Solution to the State once the solution is operational.</p> <p>Acceptance of Milestone 4 (MIL-4) will be provided with the verification that the Contractor's POC solution substantially meets Section 8 - Solution Requirements, and acceptance of Deliverable 4 (DEL-4).</p>	Within forty-five (45) business days after MIL-2
DEL-5	Solution Testing	<p>The Contractor must:</p> <ol style="list-style-type: none"> 1. Develop a Solution Test Management Plan 2. Conduct Solution Testing 3. Provide the State a Test Report <p>Acceptance of Deliverable 5 (DEL-5) will be provided with the verification that these deliverables meet the requirements of Task 6 – Solution Testing.</p>	Within ten (10) business days after MIL-4

ID	Milestone/ Deliverable Name	Description	Due Date
DEL-6	User Trial Period	<p>The Contractor must enable CDPH users to exercise the POC for fifteen (15) business days.</p> <p>Acceptance of Deliverable 6 (DEL-6) will be provided with the verification that these deliverables meet the requirements of Task 7 – User Trial Period.</p>	Within five (5) business days after acceptance of DEL-5
DEL-7	Final Report	<p>The Contractor must submit a Final Report that:</p> <ol style="list-style-type: none"> 1. details the activities completed during the POC; 2. details Performance Metrics, test case metrics, defects found/resolved and specifications including; <ol style="list-style-type: none"> a. key input data decisions. b. details, approach, and methodology for initial Model tuning, and any updates or changes necessary later in POC. c. specifications and input data transformations and configurations. d. POC system configurations, settings, customization necessary for implementation of and for support the proposed solution in ICP. 3. summarizes the user experience during the User Trial Period (Task 7); 4. details the actual outcomes achieved by the deployment of the prototype, including the identification and discussion of any variances from the expected outcomes described in the POC Approach Document; 5. provides the output described in the POC Approach Document; 6. includes a Final Technical Architecture Diagram that outlines the services and 	Within fifteen (15) business days after User Trial Period ends

ID	Milestone/ Deliverable Name	Description	Due Date
		<p>data flow of the entire implemented solution.</p> <p>7. details lessons learned from the POC that would be implemented by the Contractor if selected to advance to the next phase of RFI² #29673;</p> <p>8. deliver a copy of all data accumulated, collected, developed and/or generated over the course of the POC in a format determined by the State.</p> <p>Acceptance of Deliverable 7 (DEL-7) will also be contingent upon the successful completion of Milestone 5 (MIL-5).</p>	
MIL-5	Final Report Presentation	The Contractor must provide a presentation of the Final Report to the State.	Within five (5) business days of DEL-7

12. ACCEPTANCE CRITERIA

The Contractor must meet the following Acceptance Criteria to satisfactorily meet the obligations of this Agreement:

- A. All Deliverables and Milestones identified in this Agreement have been delivered by the Contractor and Accepted by the State.
- B. Contractor will demonstrate the solutions ability to encrypt data at rest and in transit.
- C. Deployment of functional pre-trained GenAI model.
- D. Solution will integrate with CDT's enterprise Security Information and Event Management (SIEM) solution and allow CDT the ability to monitor logs (per SIMM 140).
- E. Contractor must demonstrate the methodology to detect and report security vulnerabilities.
- F. The prototype must meet the objectives of the POC stated in Section 2 - Scope of the Proof of Concept, Section 8 – Solution Requirements, Section 10 – Implementation Approach, and Section 13 – Deliverable Acceptance/Rejection Process.

13. DELIVERABLE ACCEPTANCE/REJECTION PROCESS

- A. The Contractor will produce and provide to the State all Deliverables identified in Section 11 – Contractor Deliverables and Milestones, in accordance with the specified requirements and due dates.
- B. It will be the State's sole determination as to whether a Deliverables has been successfully completed and is acceptable by the State. All Deliverables will be subject to the following review process:
 - 1) The State will aim to complete its review of a Deliverable within five (5) business days following submission by the Contractor. The State will notify the Contractor if additional time is needed for State review.
 - 2) If the State requires revisions to a Deliverable, the Contractor will receive written notice from the State.
 - 3) The Contractor will make all appropriate revisions to a Deliverable and resubmit to the State for review within five (5) business days of receiving notification from the State unless additional time is approved by the State in writing.
 - 4) The State will review the Contractor's revised Deliverable within five (5) business days of its submission.
 - 5) If a revised Deliverable does not obtain Acceptance by the State, the State may exercise its rights to terminate the Agreement as specified in Section 3 - Term/Period of Performance.
 - 6) The State will provide Acceptance of a Deliverable by issuing a Deliverable Acceptance Document once the State has determined that all requirements have been met.

14. DATA HANDLING AND OWNERSHIP

The Contractor is obligated to ensure compliance with the following data requirements:

A. Definitions of Data

- 1) Input Data – means all data that is not publicly available that is obtained or provided by the Contractor to generate the proposed solution.
- 2) State Data – means all data developed pursuant to this Agreement, for the purpose of the POC, including but not limited to any publicly available information and data processed as a result of this POC. Processing may include and not be limited to addition of metadata, referential data, or computer processing efforts.

Output Data – means all data generated by the State, the Contractor, and the solution under this Agreement.

Solution Input Data – specifically means any data input to the solution, e.g. prompts.

Solution Output Data – specifically means any data output from the solution, e.g. responses.

B. Data Collection and Storage

State Data and Output Data may be collected by the Contractor for the purpose of performance under this Agreement. .

Output Data, including but not limited to Solution Input Data, Solution Output Data, log data, etc., shall be stored exclusively within CDT's managed cloud environments.

C. Data Handling

The Contractor shall encrypt Non-Public Data at rest, in use, and in transit with controlled access.

D. Data Ownership and Usage

- 1) The State shall have exclusive ownership of State Data and Output Data.
- 2) All State Data and Output Data shall remain separated from external data sources and shall not be used outside the POC.
- 3) State Data and Output Data may not be disclosed by the Contractor or used by any parties outside of this Agreement except as expressly permitted by the State in writing.

E. Data Transfer, Transition Period and Destruction

- 1) Unless otherwise stated in the SOW, for thirty (30) days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, Contractor shall assist the State in extracting and/or transitioning all State Data and Output Data in the format determined by the State ("Transition Period") in accordance with Section 8 – Data Preservation and Retrieval of the Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS).

- 2) The Transition Period may be modified in the SOW or as mutually agreed upon in writing by the parties.
- 3) During the Transition Period, data access shall continue to be made available to the State without alteration.
- 4) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the General Provisions - Information Technology Cloud Computing Software as a Service (SaaS) (Section 20 (Limitation of Liability)).
- 5) Unless otherwise agreed to in writing by both parties, within thirty (30) days after data transfer referred to in subsection E(1) above, the Contractor shall permanently destroy or render inaccessible any portion of the State Data and Output Data in Contractor's and/or subcontractor's possession or control. The Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State Data and Output Data.

15. PROBLEM ESCALATION

The parties acknowledge and agree that certain problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall be reported immediately and escalated as necessary through each level, beginning with the First Level. The State personnel include, but are not limited to, the following:

First level: Rachel Lee SSM I – Rachel.Lee3@cdph.ca.gov

Second level: Efrain Cornejo SSM III – Efrain.Cornejo@cdph.ca.gov

Third level: Cassie Dunham Deputy Director – Cassie.Dunham@cdph.ca.gov

16. PAYMENT PROVISIONS AND BUDGET DETAIL

The following payment provisions and budget detail apply to this Agreement:

- A. Payment for services performed under this Agreement shall not exceed \$1.00. It shall be the State's sole determination as to whether a service has been successfully completed and is acceptable.
- B. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

- C. The invoice shall contain the Agreement number; description of the Deliverables and Milestones contained in the invoice; and the date the Deliverables and Milestones were accepted by the State.

17. AMENDMENT

This Agreement may be amended, consistent with the terms and conditions of the Agreement and by mutual consent of both parties, subject to approval by DGS. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding not incorporated in the Agreement is binding on any of the parties.