COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

BOARD OF SUPERVISORS

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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax: (213) 386-1297

October 11, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVE AN AGREEMENT WITH NETSMART TECHNOLOGIES, INC., FOR AN INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM AND APPROVAL OF AN APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2011-12
(ALL SUPERVISORIAL DISTRICTS)
(4 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )
DISAPPROVE ( )

SUBJECT

Request approval of an agreement with Netsmart Technologies, Inc. to acquire, install, configure, implement, maintain, and host a commercially available off-the-shelf, web-enabled, integrated clinical, administrative, and financial information system otherwise known as the Integrated Behavioral Health Information System and approval of an appropriation adjustment.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of your Board to sign the Agreement (attached hereto as Attachment I) with Netsmart Technologies, Inc. (Netsmart), for the provision of an Integrated Behavioral Health Information System (IBHIS or the System). The Term of the Agreement is effective upon Board approval and expires one year following Final System Acceptance (Initial Term). County may extend the Agreement on a year-to-year basis for nine additional, consecutive one-year terms (Option Term). In addition to any Option Terms, the County may exercise the right to extend the Term on a month-to-month basis for up to 12 additional months following the expiration of any Option Term. If all such options are exercised, the overall Term of the Agreement will be

approximately 11 years. The total Contract Sum (Attachment II) of the IBHIS Agreement is $93,316,793, fully funded by Mental Health Services Act (MHSA) and Sales Tax Realignment revenues. The Fiscal Year (FY) 2011-12 estimated cost is $13,097,000.

2. Delegate authority to the Director of Mental Health, or his designee, to approve and execute Change Notices with respect to the Agreement that: (1) exercise extension options; 2) obtain Other Professional Services provided the amounts payable under such Change Notices do not exceed the available amount of Pool Dollars; and (3) do not otherwise materially affect the scope of work, Term of Agreement, Contract Sum, payments, or any term or condition of the Agreement.

3. Delegate authority to the Director of Mental Health, or his designee, to execute future amendments to the Agreement which add or change certain terms and conditions as required by your Board, subject to review and approval by County Counsel and the Chief Information Officer (CIO), and notification to your Board and the Chief Executive Officer (CEO).

4. Approve the Request for Appropriation Adjustment (Attachment III) for FY 2011-12 in the amount of $13,097,000 to provide spending authority for the IBHIS Agreement, fully funded by State MHSA revenue. The Appropriation Adjustment transfers $13,097,000 from the Mental Health Services Act Fund - Designation for Budgetary Uncertainties to the General Fund Department of Mental Health (DMH) - Services and Supplies budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 3, 2009, your Board unanimously approved a motion to have IBHIS interface effectively, using national standards where and when they are available, with other County information systems, such as Enterprise Master Person Index (EMPI) and a Department of Health Services (DHS) Electronic Health Record (EHR) system, in order to better coordinate services, support care delivery efficiency, and control costs. Following the release of the Request for Proposals (RFP) and vendor selection, the Department negotiated an Agreement with Netsmart to provide the County with a fully integrated, state-of-the-art, operationally proven, web-enabled, commercially available off-the-shelf (COTS) software system consistent with DMH requirements for an IBHIS that will support multiple simultaneous users and interface with several existing and planned County information systems. Netsmart is providing a standards-based information system designed with the understanding that the modern healthcare environment requires the ability to exchange information reliably and securely with other healthcare organizations. IBHIS will provide clinical, administrative, financial, and data sharing functionality; this is a much broader scope of functionality than the simple claims processing capability of the existing Integrated System (IS).

In order to further address the need to effectively share health information across County departments, the recommended Agreement includes language that requires Netsmart to offer to other County departments with similar or related information systems needs software and/or services under the same pricing, terms and conditions as offered under the Agreement.

Approval of the recommendations will approve an Agreement with Netsmart to provide DMH with an IBHIS, as well as ongoing Maintenance and Support Services, Hosting Services, application management and other related services. Delegate authority to the Director of Mental Health, or his designee, to exercise the option to extend the Initial Term of the Agreement, execute certain Change Notices and amendments to the Agreement, and to execute future amendments to the Agreement which add or change certain terms and conditions, subject to the review and approval by County Counsel, CIO and notification to your Board and CEO.

On April 20, 2011, DMH entered into sole source negotiations with Netsmart for the provision of Hosting Services for the IBHIS. The negotiations concluded successfully, and the Hosting Services to be provided by Netsmart for the IBHIS were incorporated into the Agreement and set forth in Exhibit D (Service Level Requirements).

Under the recommended Agreement, DMH will have full use of Netsmart's state-of-the-art, cost effective infrastructure to technically support its programs, produce continuing efficiencies, streamline processes, and eliminate duplicate efforts. The ultimate goal of DMH is to migrate to a paperless health record environment by obtaining a product that will enable the Department to meet the federal and State mandates for an EHR and meet County's Strategic Plan goal to achieve a seamless electronic exchange of selected health and human services data across County providers.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 1, Operational Effectiveness and Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

The Contract Sum for this Agreement is $93,316,793 over 11 years beyond system acceptance, as detailed in Attachment II, fully funded by MHSA and Sales Tax Realignment revenues.

The Request for Appropriation Adjustment for FY 2011-12 in the amount of $13,097,000 will provide spending authority for the IBHIS Agreement. The first year of the Agreement is fully funded by State MHSA revenue. Funding for future fiscal years will be requested through the annual budget request process. The Appropriation Adjustment of $13,097,000 cancels the Designation for Budgetary Uncertainties in the MHSA fund and transfers it to Services and Supplies in the General Fund for the DMH IBHIS project.

Once Final System Acceptance is achieved, IBHIS is expected to cost DMH about $1 million more per year than the current environment, but deliver a much broader range of functionality. The additional costs will be included in the annual budget request process. The broader range of functionality available through an EHR will allow DMH to improve the ability to capture revenue for services rendered, to avoid costs associated with doing work manually that IBHIS will automate, and to reduce risks that can lead to costs resulting from audit exceptions and adverse outcomes. In addition, the demonstration of Meaningful Use of a certified EHR, as provided for in the Health Information Technology for Economic and Clinical Health Act (HITECH Act), may create an opportunity for DMH to pursue incentive payments estimated at approximately $12 million over six years, as well as to avoid Medicare reimbursement penalties associated with the failure to achieve Meaningful Use by 2014. Measures of the impact of IBHIS on DMH revenue, operational efficiency, and cost avoidance will not begin to be measureable until about a year after Final System Acceptance when full DMH deployment is achieved. Part of the work of the IBHIS Implementation Team, as they redesign DMH procedures, workflow, and documentation to make optimal use of the IBHIS software, is to identify the benefits of those changes to DMH and its clients and, where possible, define measurable outcomes that will make it possible to determine if the goals of IBHIS implementation are being met.

There is no increase in net County cost associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The MHSA, passed by California voters in November 2004, makes an EHR system an operational necessity in order for DMH to meet State-mandated mental health service delivery, data collection, and data reporting requirements. DMH cannot meet MHSA program transformation and reporting expectations with its current information system. DMH must also comply with provisions of the American Recovery and Reinvestment Act (ARRA), California Medi-Cal Uninsured Care 1115 Waiver (1115 Waiver), numerous State and federal requirements including the HITECH Act under the ARRA, and DHS related care-coordination services. As a result, on November 18, 2009, DMH issued an RFP to select a COTS, web-enabled, integrated clinical, administrative, and financial information system to replace DMH's existing legacy mainframe-based Mental Health Management Information System (MHMIS) and the web-based "wrapper" of the MHMIS known as the IS for claims processing functions.

Upon the release of a second RFP and the resulting vendor selection, DMH entered into negotiations with Netsmart. The independent verification and validation provided by the County's CIO also provided oversight throughout the negotiation process.

Risk Mitigation Measures:

Netsmart presented to the County a risk mitigation proposal that provides financial assurance to the County consistent with their proposal response and which is commercially viable for Netsmart. The County accepted Netsmart's risk mitigation measures and received concurrence from the CEO Risk Management Branch, County Counsel, the County's CIO, and outside counsel. As a result of the negotiations the parties agreed to the following:

1. Holdbacks: Holdbacks provided in the recommended Agreement include thirty percent (30%) of the cost of each invoice submitted with respect to implementation of the IBHIS until County's Final System Acceptance. This is an extraordinarily high holdback percentage as compared to other County Information Technology Agreements.

2. Professional Liability/Errors and Omissions: The Professional Liability/Errors and Omissions (E&O) provision under the RFP Sample Agreement required contractor to carry liability coverage in the aggregate amount of $3 million. In its risk mitigation proposal Netsmart provided, through its E&O carrier (Chubb Group of Insurance Companies), a special rider to the County up to the sum of $8 million as additional assurance of funding in the event of Netsmart's failure to perform. County was named as an additional insured to the policy.

3. Performance Bond: The RFP Sample Agreement required a contractor to furnish performance security (e.g., a Performance Bond) in an amount equal to one hundred percent (100%) of the total Contract Sum and maintain it until the expiration of the System Warranty Period. Netsmart, in its proposal, took exception to this provision. As part of the negotiations, Netsmart agreed to withdraw its objection to the RFP-specified performance bond in lieu of County's acceptance of an irrevocable Letter of Credit (LOC) in the amount of $1.5 million, which protects the County against Netsmart's insolvency or inability to perform under the recommended Agreement. DMH, in consultation with the CEO Risk Management Branch and outside counsel, has determined the LOC to be acceptable. DMH's agreement not to require Netsmart to provide a performance bond was based on Netsmart's concerns regarding the cost of such performance security in the current financial climate and its impact on Netsmart's cash flow. Netsmart offered other risk mitigation measures, such as the thirty percent (30%) Holdback Amount discussed above, that in the end provides the County with a robust risk mitigation package.

4. Limitation of Liability: Netsmart agreed to adopt the limitation of liability under the recommended Agreement for actual or alleged damages limited to an aggregate ceiling of $20.6 million for recovery rights, transition related damages and/or loss of use of the System during the entire Term of the Agreement. However, Netsmart will not be liable for any incidental, consequential, punitive or exemplary damages, except as specified in the Termination for Default paragraph of the recommended Agreement. The $20.6 million figure represents the approximate cost that the County would incur in the event that IBHIS fails to meet the required Specifications as defined pursuant to the recommended Agreement. The County is protected against the System's failure to meet the required Specifications because the County maintains holdback rights and is not obligated to pay the full amount of the contract price for the System until such time as the County has agreed to Final System Acceptance in writing.

5. Limitation of Liability for Hosting Services: In addition to the limitation of liability set forth above, Netsmart agreed to indemnify the County up to the sum of $3 million in the event of a breach of Netsmart's obligations under this Agreement (in which breach was not occasioned by the negligence or intentional misconduct of Netsmart) resulting in an unauthorized release of computerized data that compromises the security, confidentiality or integrity of personal information maintained by the County (hereinafter “Privacy Breach”). In addition to the County’s right to recover up to $3 million in damages, Netsmart has agreed that it will assign all recoveries from insurance policies or legal claims asserted by it to the County up to the value of County's actual damages resulting from the Privacy Breach. In the event of a Privacy Breach occasioned by the negligence or intentional misconduct of Netsmart, Netsmart's liability to County would be unlimited up to the amount of County's actual damages resulting from the Privacy Breach. Determination of the cause of a Privacy Breach will be in County’s reasonable discretion and thereafter Netsmart will have the right to dispute such finding subject to the provisions of Paragraph 59 (Dispute Resolution Procedure) of the recommended Agreement.

The recommended Agreement contains certain applicable information technology provisions to protect the County in the event of Netsmart’s deficient performance and/or breach of warranties, including intellectual property indemnification, assessment of credits against maintenance for Netsmart’s failure to correct deficiencies timely, and Termination for Default. The Department believes the language negotiated is commercially reasonable and does not impose an unacceptable risk or burden to the County.

The recommended Agreement also contains all of the latest County-required provisions, such as Consideration of Hiring GAIN/GROW Program Participants, Contractor Responsibility and Debarment, Compliance with Jury Service Program, Safely Surrendered Baby Law, County's Child Support Compliance Program, County's Defaulted Property Tax Reduction Program and the provisions mandated by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act. In addition, Netsmart is required to notify the County when the Agreement term is within six months from expiration and when it has reached seventy-five percent (75%) of the authorized Contract Sum.

The recommended Agreement was reviewed and approved as to form by County Counsel. In addition, in accordance with your Board’s policy, outside counsel (Hanson Bridgett, LLP) assisted in the negotiations, review, and finalization of the Agreement, and recommends Board approval of the Agreement.

The CIO has reviewed and recommends approval of the actions (CIO Analysis attached). The CEO has been advised of the recommended actions.

CONTRACTING PROCESS

On September 17, 2008, the initial IBHIS RFP was released. However, during the evaluation process, DMH's requirements for the IBHIS changed significantly due to changes mandated by the State with respect to the way DMH processes contract providers claims for reimbursement and payments to contract providers. Consequently, DMH had to revise the RFP and applicable requirements and reissue the RFP. On March 31, 2009, your Board approved Board Policy No. 5.054 (Evaluation Methodology for Proposals Policy) establishing the Informed Averaging Method as the County of Los Angeles standard for scoring and evaluating competitive solicitations and revising Board Policy No. 5.055 (Countywide Services Contract Solicitation Protest Policy) to address vendor protest on solicitations related to Board-approved services contracts.

On November 18, 2009, DMH reissued the IBHIS RFP to solicit proposals from qualified vendors to acquire, install, set-up, configure, implement, and maintain a COTS, web-enabled integrated clinical, administrative, and financial information system. The second RFP incorporated the new Board policy changes and requirements. The RFP posted on the Los Angeles County Bid Website and DMH's IBHIS website. In addition, a notice via electronic mail was released to 195 prospective Proposers. Only six (6) proposals were submitted in response to the second IBHIS RFP by the solicitation deadline of February 22, 2010.

In order to maintain objectivity and perform a detailed assessment to ensure a fair and equitable evaluation of proposals, DMH developed a comprehensive evaluation process and assembled a diverse Evaluation Committee (Committee) comprised of IBHIS Project staff members, Subject Matter Experts (SME's) from various divisions throughout the Department and Internal Services Department/Information Technology Services (ISD/ITS). DMH also worked very closely with County Counsel, outside counsel, County's CIO, and the ISD/ITS Contracting Division throughout all evaluation activities to ensure the success of the IBHIS evaluation process.

The Evaluation Chairperson provided oversight throughout the evaluation process, including observation of Proposers' demonstrations. County's CIO provided independent verification and validation of evaluation and selection activities. Based on the evaluation by the Committee, Netsmart was the highest ranked bidder and demonstrated that it can best meet the needs of the Department. The Department notified your Board on October 4, 2010, of its intent to enter into negotiations with Netsmart.

Under the second IBHIS RFP, it was anticipated that the System would be hosted by ISD and provide a high degree of reliability and data integrity. DMH and ISD held extensive discussions regarding the hosting environment which would be required to fully support the IBHIS. As DMH gained a better understanding of the resources currently available to ISD to support the high level of reliability backed up by a robust business continuity plan required by the IBHIS, concerns increased that ISD would not be able to deliver a fully functional hosting solution in time for a reliable start of the IBHIS implementation. The majority of ISD's expertise lies with hosting administrative systems, which is not the same as hosting an EHR system irrespective of the complexity of the administrative systems. The security and privacy requirements, as well as the very high level reliability requirements, associated with an EHR system call for a different kind of expertise and a decision making process guided by an understanding of the impact of IBHIS on the delivery of healthcare services. In light of the foregoing, DMH, as a matter of due diligence, began exploring alternatives to ISD for hosting the IBHIS.

The County's evaluation determined that utilizing Netsmart's Hosting Services will maintain the

integrity of the System and minimize County's risk of damage to the System. DMH confirmed that Netsmart provided high quality, cost-effective, well managed, highly available, and scalable application hosting services and concluded that the Hosting Services provided by Netsmart presented the greatest likelihood of a timely and successful IBHIS implementation. DMH also verified Netsmart's track record of success in contractual and service level obligations in hosting EHR systems for other behavioral health service delivery organizations through reference checks and conducted site visits to Netsmart's primary and business continuity data centers to verify security, privacy, and environmental processes using hosting evaluation criteria from Gartner Group. In accordance with your Board's contracting policy requirements for Sole Source contracts, the Department notified your Board on March 30, 2011, of its intent to enter into Sole Source Service Agreement negotiations with Netsmart for the provision of Hosting Services (Attachment IV).

Taking into account the obligation for DMH to coordinate care with the DHS and other healthcare providers under the 1115 Waiver and comply with the February 3, 2009, Board motion to have IBHIS interface effectively with other County information systems and to support Strategy 4 (Data Sharing) of Goal 4 (Health and Mental Health) of the County's Strategic Plan through integration projects, it was imperative that DMH obtain an EHR system and appropriate hosting solution as soon as possible. As a result, on April 20, 2011, DMH entered into sole source negotiations with Netsmart for the provision of Hosting Services for the IBHIS. The negotiations concluded successfully, and the Hosting Services to be provided by Netsmart for the IBHIS were incorporated into the Agreement and set forth in Exhibit D (Service Level Requirements).

During the solicitation process, County was notified of Netsmart's acquisition by Genstar Capital, LLC (Genstar), a San Francisco-based private equity firm. Genstar provides additional capital and healthcare expertise to assist Netsmart's continued growth and expansion in order to meet the needs of its growing customer base. DMH staff, County Counsel, in conjunction with outside counsel reviewed the impact of such acquisition in accordance with Board Policy 5.053 (Evaluation of Vendors/Contractors Engaged in Mergers or Acquisitions) and found the documentation provided by Netsmart evidencing its acquisition by Genstar to be in order.

Attached is the required Sole Source Contract Checklist (Attachment V), identifying the need for a Sole Source Service Agreement with Netsmart. The Sole Source Contract Checklist has been approved by the CEO.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Your Board's approval of the noted actions will provide for the replacement of DMH's current systems (e.g., MHMIS and IS) with a fully automated; commercially developed; vendor hosted, maintained and supported; comprehensive; web accessible clinical information system that delivers an EHR and integrated accounting and billing modules. IBHIS is designed to meet the information integration needs of DMH for the delivery of quality mental health services. As DMH enters the implementation phase of the IBHIS project, it will continue to produce status reports available to stakeholders on a quarterly schedule.

Respectfully submitted,

MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

MJS:MM:RK:RG

Enclosures (5)

c: Chief Executive Officer
County Counsel
Chief Information Officer
Auditor-Controller
Executive Officer, Board of Supervisors
Chairperson, Mental Health Commission

CIO ANALYSIS

APPROVE AN AGREEMENT WITH NETSMART TECHNOLOGIES, INC. FOR AN INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM (IBHIS)

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☒ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 3 Yrs # of Option Yrs 10

Contract Components:

☒ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Marvin J. Southard, D.S.W.

Budget Information :

Y-T-D Contract Expenditures	$0
Requested Contract Amount	$93,316,793
Aggregate Contract Amount	$93,316,793

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☒	☐	Is this project subvented? If yes, what percentage is offset? Approximately 85% of the cost of this project will be subvented by Mental Health Services Act (MHSA) funds.
☐	☒	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan?
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan?
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions document?
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT standards? The only exception is the Cache database.
☐	☒	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Department of Mental Health (DMH) is requesting Board approval of an Agreement with Netsmart Technologies, Inc. (Netsmart) to acquire, install, configure, implement, maintain, and host an off-the-shelf, web-enabled, integrated clinical, administrative, and financial information system. The Agreement will be effective upon Board approval, and expire one-year following final system acceptance. System implementation and acceptance is expected to take approximately two years. After the initial term, the County may extend the Agreement on a year-to-year basis for nine additional, consecutive one-year terms. The County may also extend the term on a month-to-month basis for up to 12 additional months following the expiration of the annual terms. The total contract sum of the Agreement is $93,316,793.

Background:

In September, 2008, the initial Request for Proposals (RFP) for an IBHIS to replace DMH's legacy Mental Health Management Information System (MHMIS) mainframe application and Information System (IS) was released. However, due to State changes in the claiming process, that solicitation was cancelled. In November, 2009, DMH re-issued the RFP, and Netsmart was selected after a detailed evaluation process. The County CIO provided independent verification and validation of the RFP and evaluation processes. CIO was also involved in the detailed vendor negotiations.

Project Justification/Benefits:

IBHIS will be DMH's Electronic Health Record (EHR) system, and will better coordinate the delivery of mental health services in the County. DMH cannot meet MHSA transformation and reporting expectations with the current MHMIS and IS. IBHIS will provide clinical, administrative, and data sharing functionality that is much broader than the current systems.

Apart from the additional functionality, DMH's justification for the new system includes:

- Improved revenue capture for services rendered;
- Cost avoidance related to the elimination of manual processes;
- Reduction in risks associated with audit exceptions and adverse medical outcomes;
- Possible EHR meaningful use incentive payments; and
- Avoidance of possible penalties associated with failure to achieve meaningful use.

Because IBHIS is a standards based system, it will allow DMH to interface with other County information systems using national standards, as they become available. It will also be compatible with other healthcare systems.

While IBHIS software was selected through a competitive RFP process, the hosting option was addressed through sole source negotiations with Netsmart. From a technical support standpoint, there are inherent advantages to having the same vendor support the software and provide hosting services – particularly if that vendor developed the software. This support scenario eliminates potential problems that can occur when dealing with different vendors for

support of the software, hardware, environmentals, etc. When evaluating Netsmart's hosting capabilities, DMH completed its due diligence and submitted a very detailed justification.

Project Metrics:

DMH has indicated that metrics related to the impact of IBHIS on revenue, operational efficiency, and cost avoidance will not be measurable until approximately one year after final system acceptance. DMH has committed to identifying the benefits of those changes and, where possible, defining measurable outcomes that will make it possible to quantify the improvements.

Impact on Service Delivery or Department Operations, if Proposal is Not Approved:

If this project is not approved, DMH will not be able to implement its EHR system, and will not be able to improve the coordination and delivery of mental health services in the County.

Alternatives Considered:

Because IBHIS software was selected as part of a competitive solicitation, all bids were considered. The six companies that responded to the RFP were:

- Microsoft;
- CGI;
- Netsmart;
- Quadramed;
- Cerner; and
- Core Solutions.

The alternative considered for the hosting component was the Internal Services Department (ISD).

Project Risks:

Because of the size, complexity and cost of this project, the typical Information Technology project risks exist related to cost, schedule, and quality.

The Chief Information Security Officer reviewed the Agreement and did not identify any security risks or issues.

Risk Mitigation Measures:

DMH, in conjunction with CEO Risk Management, County Counsel, outside counsel, and CIO, worked with Netsmart to develop a comprehensive set of risk mitigation measures. These measures include:

- 30% holdback on each invoice submitted;
- Special rider to the County for Professional Liability/Errors and Omissions;

- Irrevocable Letter of Credit;
- Liability agreement for the software;
- Liability agreement for the hosting; and
- Custom Service Level Agreement for software and hosting.

Also, DMH will use a structured project management methodology to manage the project.

Financial Analysis:

The total amount of the Agreement, including option periods, if exercised, is $93,316,793. The cost breakdown is below:

Category	Total Cost
Implementation Services	$24,635,283
Fixed One-Time Set-Up Fee	$3,504,428
Maintenance and Support Services	$31,262,340
Hosting Services	$30,084,500
Contractor's On-Site Transitional Application Administrator	$170,544
Peripheral Hardware	$3,320
Pool Dollars	$3,656,378
TOTAL CONTRACT SUM	**$93,316,793**

Once implemented, IBHIS will cost DMH approximately $1 million more per year to operate than the current systems. This additional cost will be included in DMH's future annual budget requests.

CIO Concerns:

None.

CIO Recommendations:

Based on our review of the Board Letter and our involvement in the project, this Office recommends approval by the Board.

CIO APPROVAL

Date Received: September 26, 2011

Prepared by: Henry Balta

Date: September 28, 2011

Approved: Alex Melendez

Date: 9/29/2011

ATTACHMENT I

DEPARTMENT OF MENTAL HEALTH

AGREEMENT
BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

NETSMART TECHNOLOGIES, INC.

FOR AN

INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM (IBHIS)

October 2011

RECITALS

THIS AGREEMENT (the "Agreement") is made and entered into by and among the County of Los Angeles (hereinafter "County"), and Netsmart Technologies, Inc., a Delaware corporation (hereinafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code Section 7101, County has established and operates, through its Department of Mental Health (hereinafter "DMH" or the "Department"), a comprehensive mental health care system for County's population; and

WHEREAS, County desires to integrate the transfer of patient information, billing information and medical records throughout its healthcare system through the acquisition of an Integrated Behavioral Health Information System (IBHIS); and

WHEREAS, Contractor is engaged in the business of providing such an existing, proven, commercial-off-the-shelf integrated solution, as described hereunder; and

WHEREAS, County has requested, and Contractor has agreed, to hosting, supporting and maintaining the IBHIS and provide other related services; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such web-enabled technology and Hosting Services as further described in the Agreement; and

WHEREAS, in response to County's Request for Proposals ("RFP") issued with respect to the IBHIS (attached hereto as Exhibit U), Contractor has submitted its proposal to County (attached hereto as Exhibit V) and desires to, and possesses the necessary technical knowledge and skills to, provide such system (as further defined below, the "System") to County; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 31000.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, Contractor and County agree as follows:

1. APPLICABLE DOCUMENTS AND DEFINITIONS

1.1 Interpretation

The provisions of this document, along with Exhibits A, B, C, D E, F, G, H, I, J, K, L, M, N, O, P, Q, R, and S, attached hereto and any Attachments thereto, and Exhibits T, U and V not attached hereto, and the Detailed Work Plan not attached hereto, all described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and hereinafter are referred to as the "Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any Task, Subtask, Deliverable, good, service or other Work, or otherwise, between this document as the body of the Agreement and the Exhibits, or between the Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Exhibits, according to the following descending priority:

1.	Exhibit A	Statement of Work
	Attachment A.1	Auditor-Controller eCAPS Interfaces
	Attachment A.2	Project Status Report
	Attachment A.3	System Definition as of Effective Date
	Attachment A.4	System Training
	Attachment A.5	Other Professional Services Fee Schedule
	Attachment A.6	Contractor's On-Site Transitional Application Administrator
2.	Exhibit B	Technical Solution Requirements
	Attachment B.1	Functional Requirements
	Attachment B.2	Technical Requirements
	Attachment B.3	Schedule of Peripheral Hardware, System Software, and Third Party Software
	Attachment B.4	Document Imaging
	Attachment B.5	Glossary: Technical and Functional Requirements
3.	Exhibit C	Price and Schedule of Payments
4.	Exhibit D	Service Level Requirements
	Schedule D.1	Response Time Requirements
	Schedule D.2	Maintenance and Support Fee Schedule
	Schedule D.3	Hosting Services Fee Schedule
	Schedule D.4	Hosting Environment Diagram
	Schedule D.5	Prorated Data Center Hardware and Software for Hosting Services Schedule
	Schedule D.6	Schedule of Contractor's Primary and Secondary Data Centers Hardware and Software for Hosting Services
5.	Exhibit E	Project Schedule
6.	Exhibit F	[INTENTIONALLY OMITTED]
7.	Exhibit G	Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement
8.	Exhibit H	Contractor's EEO Certification
9.	Exhibit I	[INTENTIONALLY OMITTED]
10.	Exhibit J	Form of Change Notice
11.	Exhibit K	Task/Deliverable Acceptance Certificate
12.	Exhibit L	Safely Surrendered Baby Law
13.	Exhibit M	Business Associate Agreement
14.	Exhibit N	County of Los Angeles Policy on Doing Business with Small Business
15.	Exhibit O	Listing of Contractors Debarred in Los Angeles County
16.	Exhibit P	IRS Notice 1015
17.	Exhibit Q	Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance
18.	Exhibit R	Background and Resources: California Charities Regulation
19.	Exhibit S	Jury Service Ordinance
20.	Exhibit T	Three-Party Escrow Service Agreement [Incorporated by Reference]
20.	Exhibit U	County's Request for Proposals (RFP) for an Integrated Behavioral Health Information System (IBHIS) [Incorporated by Reference]
21.	Exhibit V	Contractor's Proposal (dated February 18, 2010) [Incorporated by Reference]

1.2 Entire Agreement

The body of this Agreement, together with the Recitals and Exhibits, as defined in Paragraph 1.1 (Interpretation) above, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement.

1.3 Construction

The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement, including all annexes, Exhibits, and Attachments, refer to this Agreement, including all annexes, Exhibits, and Attachments. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. References in this Agreement to Application Software, Baseline Application Software, Peripheral Hardware, System Software, Third Party Software, Custom Programming Modifications, Interfaces, Conversions, or the System may include one or more Components or modules thereof, or the entirety of such Application Software, Baseline Application Software, Peripheral Hardware, System Software, Third Party Software, Custom Programming Modifications, Interfaces, Conversions, or System, as the case may be, in or comprising the System.

1.4 Definitions

1.4.1 The terms and phrases in this Paragraph 1.4 shall have the meanings set forth below, when used in this Agreement, throughout and hereafter.

1.4.2 "Acceptance" shall mean County's written approval of any and all Work provided by Contractor to County in accordance with Paragraph 4.2 (Approval of Work).

1.4.3 "Acceptance Test" shall mean any one of the tests described in Task 8.0 (System Tests) or in Task 10.2 (Pilot Tests) of the Statement of Work.

1.4.4 "ADA" shall mean the Americans with Disabilities Act of 1990 as codified at 42 U.S.C. Section 12101 et seq., along with all implementing regulations made pursuant thereto.

1.4.5 "Agreement" shall have the meaning set forth in the Recitals.

1.4.6 "Ancillary Software" shall have the meaning set forth in Paragraph 6 (Change Notices and Amendments).

1.4.7 "Ancillary Software Warranty Period" shall have the meaning set forth in Paragraph 9.2.3.

1.4.8 "Application Software" shall mean Baseline Application Software, Third Party Software, Interfaces and Custom Programming Modifications, any successor products provided by Contractor pursuant to Paragraph 11.3 (Continuous Product Support) and any modifications, Updates, Enhancements, corrections, patches, fixes, new releases, or revisions thereto, including Enhancements as defined in Exhibit D (Service Level Requirements). Application Software further includes Ancillary Software, upon the licensing of such software to County in accordance with the terms of this Agreement.

1.4.9 "Baseline Application Software" shall mean Contractor's commercial product provided to the County as specified in Attachment B.3 (Schedule of Peripheral Hardware, System Software and Third Party Software) to Exhibit B (Technical Solution Requirements), including all Source Code, Object Code and related Documentation, supplied by Contractor pursuant to this Agreement. Reference to Baseline Application Software may include one or more Components thereof or all Baseline Application Software in the System.

1.4.10 "Board of Supervisors" or "Board" shall mean the Los Angeles County Board of Supervisors.

1.4.11 "Change Notice" shall have the meaning set forth in Paragraph 6 (Change Notices and Amendments).

1.4.12 "CSSD" shall mean County's Child Support Services Department.

1.4.13 "Components" shall mean, individually and collectively, each and every component of the System, including System Software.

1.4.14 "Confidential County Data" shall have the meaning set forth in Paragraph 20 (Confidentiality).

1.4.15 "Contract Provider" shall mean a person, group or organization that contracts with DMH to provide any type of mental health services (i.e., direct services, indirect services, consultation).

1.4.16 "Contract Sum" shall mean the total monetary amount that may be payable by County to Contractor hereunder, as set forth in Paragraph 7.1 (Contract Sum - General).

1.4.17 "Contractor" shall have the meaning set forth in the Recitals.

1.4.18 "Contractor Facilities" shall mean any facilities owned or operated by Contractor.

1.4.19 "Contractor's Project Director" shall have the meaning set forth in Paragraph 3.1 (Contractor's Project Director).

1.4.20 "Contractor's Project Manager" shall have the meaning set forth in Paragraph 3.2 (Contractor's Project Manager).

1.4.21 "Conversion" means the Tasks, Deliverables, data, and System Software, including Source Code (but only in escrow with a mutually acceptable third party), Object Code and related Documentation, which allow the conversion and migration of electronic data from County's existing systems into the System, as required (i) pursuant to Task 9.0 (Data Conversion) of the Statement of Work, and/or (ii) which County may request in accordance with Paragraph 6 (Change Notices and Amendments).

1.4.22 "Corrective Maintenance" shall have the meaning set forth in Exhibit D (Service Level Requirements).

1.4.23 "County" shall have the meaning set forth in the Recitals.

1.4.24 "County Facilities" shall mean any facilities owned or operated by County.

1.4.25 "County Indemnitees" shall have the meaning set forth in Paragraph 15.1 (General Indemnification).

1.4.26 "County Materials" shall have the meaning set forth in Paragraph 21.2 (Proprietary Considerations).

1.4.27 "County's Project Director" shall have the meaning set forth in Paragraph 2.1 (County's Project Director).

1.4.28 "County's Project Manager" shall have the meaning set forth in Paragraph 2.2 (County's Project Manager).

1.4.29 "County's Remedial Acts" shall have the meaning set forth in Paragraph 15.2.2 (Intellectual Property Indemnification).

1.4.30 "County Staff" means all employees of County, contractors to County including both individuals and employees thereof, and subcontractors to contractors to County including both individuals and employees thereof, but excluding any employee, owner, partner, affiliate or agent of Contractor or of any Subcontractor to Contractor hereunder.

1.4.31 "Custom Programming Modifications" shall mean those custom software modifications, Source Code, Object Code and related Documentation, which Contractor shall provide in accordance with Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Exhibit C (Price and Schedule of Payments), or which County may request, and which Contractor shall provide, in accordance with Paragraph 4.5 (Other Professional Services), including but not limited to Interfaces and Conversions.

1.4.32 "Deficiency" shall mean (a) any failure of the System to perform in accordance with the System requirements and Specifications which causes a loss of functionality or degradation of System performance; or (b) any other material error or malfunction including the provision of substandard workmanship which impairs the timely performance of Contractor's duties or obligations hereunder.

1.4.33 "Deliverable" shall mean items and services provided or to be provided by Contractor under this Agreement, including numbered Deliverables in the Statement of Work, products and services under the Detailed Work Plan and the Detailed Work Plan itself, and products and services provided pursuant to Exhibit D (Service Level Requirements) or Paragraph 6 (Change Notices and Amendments).

1.4.34 "Detailed Work Plan" shall have the meaning set forth in Paragraph 4.6.1 (Delivery of Detailed Work Plan).

1.4.35 "Department" shall have the meaning set forth in the Recitals.

1.4.36 "Director" shall mean the Director of DMH.

1.4.37 "DMH" shall have the meaning set forth in the Recitals.

1.4.38 "Documentation" shall mean any and all written materials (including the electronic versions thereof), prepared by Contractor as a requirement under this Agreement including training course materials, Specifications, Contractor technical manuals, Contractor handbooks, customer flow charts, Contractor technical information, reference materials, software user manuals,

software operating manuals, quick reference guides, FAQs and all other instructions and reference materials relating to the capabilities, operation, installation and use of the System and/or applicable System Components.

1.4.39 "Due Date" shall have the meaning set forth in Paragraph 7.3 (Credits to County).

1.4.40 "Effective Date" shall mean the date of approval and execution of this Agreement by County's Board of Supervisors, following initial execution by Contractor.

1.4.41 "Enhancements" shall have the meaning set forth in Exhibit D (Service Level Requirements).

1.4.42 "Final System Acceptance" shall mean County's written approval of the Work associated with Task 10.3 (Final System Acceptance) of the Statement of Work and County's Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate.

1.4.43 "Fixed Price Professional Services" shall mean those services identified in Exhibit C (Price and Schedule of Payments), including without limitation services identified in the Statement of Work, Interfaces and Conversions, or required pursuant to Attachments B.2 (Technical Requirements) and B.1 (Functional Requirements) to Exhibit B (Technical Solution Requirements) that are provided by Contractor to County hereunder.

1.4.44 "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (1996), together with the rules and regulations from time to time promulgated thereunder, including the Privacy and Security Regulations.

1.4.45 "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-005).

1.4.46 "Holdback Amount" shall have the meaning set forth in Paragraph 8.4 (Holdbacks).

1.4.47 "Hourly Labor Rate" shall mean the fully burdened labor rate or rates set forth in Attachment A.5 (Other Professional Services Fee Schedule) to Exhibit A (Statement of Work).

1.4.48 "Hosting Environment" shall mean all hardware, operating systems, security, and networking provided by Contractor in accordance with Contractor's specifications set forth in Schedule D.4 (Hosting Environment Diagram) to Exhibit D (Service Level Requirements).

1.4.49 "Hosting Services" shall have the meaning set forth in Paragraph 4.4 (Maintenance and Support Services and Hosting Services).

1.4.50 "Hosting Services Fee" shall mean the amount charged by Contractor for Hosting Services as set forth in Schedule D.3 (Hosting Services Fee Schedule) to Exhibit D (Service Level Requirements).

1.4.51 "IBHIS" or "Integrated Behavioral Health Information System" means the System as defined in Paragraph 1.4.88.

1.4.52 "Implementation Services" shall mean Application Software deployment, customizations, System Training and other services related to the implementation of System Software, as set forth in the Statement of Work.

1.4.53 "Indemnify" shall have the meaning set forth in Paragraph 15.1 (General Indemnification).

1.4.54 "Infringement Claims" shall have the meaning set forth in Paragraph 15.2 (Intellectual Property Indemnification).

1.4.55 "Initial Interfaces" shall mean the Interfaces as identified in Attachments B.1 (Functional Requirements) and B.2 (Technical Requirements) to Exhibit B (Technical Solution Requirements).

1.4.56 "Initial Term" shall have the meaning set forth in Paragraph 5 (Term).

1.4.57 "Interfaces" shall mean the software mechanisms, including Source Code (but only as escrowed with a mutually acceptable third party), Object Code and related Documentation, which allow the transfer of electronic data and/or software commands between computer systems, applications or modules, (i) required to complete the Interfaces identified in Attachment A.1 (Auditor-Controller eCAPS Interfaces) to the Statement of Work and Attachments B.1 (Functional Requirements) and B.2 (Technical Requirements) to Exhibit B (Technical Solution Requirements) or (ii) which County may request in accordance with Paragraph 6 (Change Notices and Amendments), to be provided by Contractor.

1.4.58 "Key Deliverable" shall mean the Deliverables identified with the word "Key" in the Statement of Work, the Project Schedule or the Detailed Work Plan, and also includes all Milestones.

1.4.59 "Liabilities" shall have the meaning set forth in Paragraph 15.1 (General Indemnification).

1.4.60 "License" shall have the meaning set forth in Paragraph 10.2 (License).

1.4.61 "Maintenance and Support Fee" shall mean the amount charged by Contractor for Maintenance and Support Services as set forth in Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements) and calculated as set forth in Paragraph 7.5 (Adjustments to Maintenance and Support Fee and Hourly Labor Rates) of this Agreement.

1.4.62 "Maintenance and Support Services" shall have the meaning set forth in Paragraph 4.4 (Maintenance and Support Services and Hosting Services).

1.4.63 "MHSA" shall mean the Mental Health Services Act (Proposition 63) approved by the U.S. California voters in November 2004, which has been designed to expand and transform California's county mental health systems.

1.4.64 "Milestone" shall have the meaning set forth in Paragraph 4.7 (Milestones).

1.4.65 [INTENTIONALLY OMITTED]

1.4.66 "Object Code" shall mean executable programs or libraries consisting of computer programming code which may be executed on a computer and are produced from Source Code using compilers.

1.4.67 "Option Term" shall have the meaning set forth in Paragraph 5 (Term).

1.4.68 "Other Professional Services" shall mean services not identified as to be performed hereunder, in the Statement of Work or the initial Detailed Work Plan, or specifically identified as optional at County's election therein, including but not limited to, Custom Programming Modifications, training, consulting or System close-out / shut-down services that are provided by Contractor to County hereunder in accordance with Paragraph 4.5 (Other Professional Services).

1.4.69 "Other Professional Services and Software Warranty Period" shall have the meaning set forth in Paragraph 9.2 (Warranty Periods for Warranty Services).

1.4.70 "Out-of-Pocket Expenses" shall mean Contractor's reasonable and necessary expenditures for Contractor's staff transportation, meals, and lodging not to exceed the limits set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code, and not to include airfare other than in coach class.

1.4.71 "Peripheral Hardware" shall mean all hardware provided by County in accordance with Contractor's specifications and identified in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements). Reference to Peripheral Hardware may include one or more components thereof or all Peripheral Hardware in the System.

1.4.72 "Physical Materials" shall have the meaning set forth in Paragraph 21.1 (Proprietary Considerations).

1.4.73 "Pool Dollars" shall mean the aggregate funds reserved under this Agreement for Other Professional Services, Ancillary Software, Peripheral Hardware, and Maintenance and Support Services and Hosting Services, in respect of other software and/or services acquired in accordance with Paragraph 4.5 (Other Professional Services) and Paragraph 6 (Change Notices and Amendments).

1.4.74 "Privacy and Security Regulations" shall have the meaning set forth in Paragraph 73 (Contractor's Obligations as a Business Associate Under HIPAA and HITECH Act).

1.4.75 "Production Use" shall mean the actual use of the System to perform County's applicable normal business operations.

1.4.76 "Project Schedule" shall mean the schedule attached hereto as Exhibit E (Project Schedule).

1.4.77 "Project Status Report" shall mean the written status reports delivered pursuant to Paragraph 4.6.3 (Deviation from Detailed Work Plan) and Task 2.0 (Project Status Reports) of Exhibit A (Statement of Work) and shall be in the form and substance as set forth in Attachment A.2 (Project Status Report) of the Statement of Work.

1.4.78 "Release Conditions" shall have the meaning set forth in Paragraph 10.3 (Source Code).

1.4.79 "Replacement Product" shall have the meaning set forth in Paragraph 11.3 (Continuous Product Support).

1.4.80 "Response Time" shall have the meaning set forth in Schedule D.1 (Response Time Requirements) to Exhibit D (Service Level Requirements) of this Agreement.

1.4.81 "Response Time Warranty" shall have the meaning set forth in Paragraph 9.8 (Response Time Warranty).

1.4.82 "Service Credits" shall have the meaning set forth in Paragraph 4.4.2 (Maintenance and Support Services and Hosting Services).

1.4.83 "Source Code" shall mean computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, and includes code for all System Software, including all modifications, Updates, Enhancements, corrections, patches, fixes, improvements, new releases, Custom Programming Modifications, and Interfaces thereto, and also includes the tools, compilers, and developers' kits that enable understanding, use and compilation of the Source Code and creation of additional Source Code or Object Code.

1.4.84 "Specifications" shall mean any or all of the following, as applicable, at County's discretion:

(i) All specifications, requirements and standards set forth in Exhibit B (Technical Solution Requirements), including its Attachments;

(ii) All System Performance Requirements and standards set forth in this Agreement, including Response Time;

(iii) All Documentation, to the extent not inconsistent with any of the foregoing in this Paragraph 1.4.84;

(iv) All functional and operational requirements/features included in Exhibit B (Technical Solution Requirements), including its Attachments and Exhibit D (Service Level Requirements) to the extent not inconsistent with any of the foregoing in this Paragraph 1.4.84;

(v) All manufacturer specifications and Updates thereto denominated as such by respective manufacturer(s), to the extent not inconsistent with any of the foregoing in this Paragraph 1.4.84;

(vi) All specifications identified as such by Contractor, only to the extent (i) not inconsistent with any of the foregoing in this Paragraph 1.4.84 and (ii) acceptable to County in its sole discretion; and

(vii) All written or electronic materials furnished by or through Contractor regarding Contractor's pre-developed and generally available software products, or otherwise agreed to by Contractor and County, which pertain to any element of the System, and which outline, describe or specify functionality, features, capacity, availability, Response Times, accuracy or any other performance or other criteria for the System or any element of the System, but only to the extent (i) not inconsistent with any of the foregoing in this Paragraph 1.4.84 and (ii) acceptable to County in its sole discretion.

1.4.85 "Statement of Work" or "SOW" shall mean the Statement of Work attached to this Agreement as Exhibit A (Statement of Work) and all Attachments thereto.

1.4.86 "Subcontractor" shall mean any person, entity or organization to which Contractor has delegated any of its obligations hereunder in accordance with Paragraph 14 (Subcontracting).

1.4.87 "Successor Event" shall have the meaning set forth in Paragraph 11.3 (Continuous Product Support).

1.4.88 "System" shall mean all System Software and services including, but not limited to, Hosting Services, described in this Agreement and as otherwise agreed to by County and Contractor, collectively comprising the System. Reference to the System may include one or more Components or modules thereof or the entire System. A diagram depicting the System as of the Effective Date is attached as Attachment A.3 (System Definition as of Effective Date) to Exhibit A (Statement of Work).

1.4.89 "System Component" shall mean, individually and collectively, each and every Component of the System Software.

1.4.90 "System Performance Requirements" shall mean the Response Time and other requirements for the System performance of the IBHIS identified in Schedule D.1 (Response Time Requirements) to Exhibit D (Service Level Requirements).

1.4.91 "System Software" shall mean all Application Software and related Documentation, including without limitation, software as set forth in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements). Reference to the System Software may include one or more Components or modules thereof or all System Software in the System.

1.4.92 "System Test" shall mean any one of the tests described in Task 8.0 (System Tests) of the Statement of Work.

1.4.93 "System Warranty Period" shall have the meaning set forth in Paragraph 9.2 (Warranty Periods For Warranty Services).

1.4.94 "Task/Deliverable Acceptance Certificate" shall mean the certificate, a form of which is attached hereto as Exhibit K (Task/Deliverable Acceptance Certificate), issued by County upon Contractor's satisfactory completion of applicable Tasks, Subtasks, Deliverables, goods, services or other Work in accordance herewith, pursuant to Paragraph 4.2 (Approval of Work).

1.4.95 "Task" and "Subtask" shall mean one of the areas of Work to be performed under this Agreement, including those identified as numbered Tasks and Subtasks in the Statement of Work, Project Schedule, or Detailed Work Plan.

1.4.96 "Tax" and "Taxes" shall mean governmental fees (including, license, filing, and registration fees) and all taxes (including, franchise, excise, stamp, valued added, income, gross receipts, gross revenue, import, export, sales, use transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

1.4.97 "Term" shall have the meaning set forth in Paragraph 5 (Term).

1.4.98 "Third Party Software" shall mean all the software, including all Source Code, if available, Object Code and related Documentation, which are developed and owned by third parties and are supplied by Contractor pursuant to this Agreement. Without limiting the foregoing, each such Component shall be set forth in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements).

1.4.99 "Updates" shall mean any additions to and/or replacements to Application Software, or any Components thereof, available or made subsequent to the System Software implementation in accordance with the Statement of Work, and shall include Enhancements, new version releases, upgrades, updates, revisions, improvements, bug fixes, patches, Deficiency corrections, modifications resulting from legal changes, statutory changes, regulatory changes, and other modifications relating to the System Software, whether required for the System Software to remain in compliance with applicable Federal or State laws and regulations (and in the case of local laws and regulations in order to meet Specifications and System Performance Requirements). Reference to Updates may include one or more components or modules thereof or all Updates in the System or Updates to the Hosting Environment infrastructure.

1.4.100 "User" shall mean any person to whom County grants the privilege to access the System through the assignment of a unique identifier and password. Users shall be County Staff or employees or agents of any organization that may from time to time be authorized by County. County will not sublicense use of the System.

1.4.101 "Warranty Period" shall have the meaning set forth in Paragraph 9.2.4.

1.4.102 "Work" shall mean any and all Tasks, Subtasks, Deliverables, Other Professional Services, Custom Programming Modifications, Interfaces, goods, and other services performed by or on behalf of Contractor pursuant to this Agreement, the Statement of Work, the Detailed Work Plan, and all the Exhibits, annexes, attachments, Change Notices, and amendments hereto.

1.4.103 "Working Day(s)" shall mean 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, excluding County observed holidays, except that for Maintenance and Support Services and Hosting Services, the term "Working Days" shall mean twenty-four (24) hours per day, seven (7) days per week, as provided in Exhibit D (Service Level Requirements).

2. ADMINISTRATION OF AGREEMENT - COUNTY

2.1 County's Project Director

2.1.1 County's Project Director for this Agreement shall be the following person:

Jay Patel
Chief, Enterprise Applications/County's Project Director
Department of Mental Health
Chief Information Office Bureau
695 S. Vermont Avenue, 11th Floor
Los Angeles, CA 90005
Telephone: (213) 480-3650
Facsimile: (213) 252-8884
E-mail: jpatel@dmh.lacounty.gov

2.1.2 From time to time and at any time and subject to the remainder of this Paragraph 2.1.2, County's Project Director may delegate specific authority and responsibilities (but not all) under this Agreement to a designee, and upon and to the extent of such designation, "County's Project Director" as used herein, shall refer to such designee.

2.1.3 County will notify Contractor in writing of any change in the name or address of County's Project Director.

2.1.4 County's Project Director will be responsible for ensuring that the objectives of this Agreement are met.

2.1.5 Except as set forth in Paragraph 6 (Change Notices and Amendments), County's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

2.1.6 County's Project Director or such person's authorized designee will have the right at all times to inspect any and all Hosting Environment, System Software, and other Work provided by or on behalf of Contractor pursuant to this Agreement.

2.2 County's Project Manager

2.2.1 County's Project Manager for this Agreement shall be the following person:

Adrina Moreno
County's Project Manager
Department of Mental Health
Chief Information Office Bureau
695 S. Vermont Avenue, 11th Floor
Los Angeles, CA 90005
Telephone: (213) 251-6420
Facsimile: (213) 252-8884
Email: amoreno@dmh.lacounty.gov

2.2.2 County will notify Contractor in writing of any change in the name or address of County's Project Manager.

2.2.3 County's Project Manager will be responsible for ensuring that the functional and technical standards and requirements of this Agreement are met.

2.2.4 County's Project Manager will interface with Contractor's Project Manager on a regular basis.

2.2.5 Except as set forth in Paragraph 6 (Change Notices and Amendments), County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

2.2.6 County's Project Manager will advise County's Project Director as to Contractor's performance in areas relating to technical requirements and standards.

2.3 County Personnel

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, Project Schedule, and performance hereunder are premised solely on the work of Contractor's personnel, except as and only to the extent otherwise expressly provided in this Agreement.

3. ADMINISTRATION OF AGREEMENT - CONTRACTOR

3.1 Contractor's Project Director

3.1.1 Contractor's Project Director shall be the following person:

Joe McGovern
Executive Vice President Operations
Netsmart Technologies, Inc.
3500 Sunrise Highway Suite D-122
Great River, NY 11739
Telephone: (631) 968-2012
Facsimile: (631) 968-2123
Email: JMcGovern@ntst.com

3.1.2 Contractor's Project Director shall be a full-time employee of Contractor at all times during such designation.

3.1.3 Contractor's Project Director shall be responsible for Contractor's performance of all Work, including delivery of all Deliverables, and assuring Contractor's compliance with this Agreement. Contractor's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate Contractor in any respect whatsoever.

3.1.4 Contractor's Project Director shall be available to meet with County's Project Director at least monthly to review project progress and discuss project coordination. Such meetings shall be conducted at a time and place, or by telephone, convenient to County's Project Director.

3.2 Contractor's Project Manager

3.2.1 Contractor's Project Manager shall be the following person:

Donley C. Smith, MA
Contractor's Project Manager
Netsmart Technologies, Inc.
137 Martens Blvd.
San Rafael, CA 94901
Telephone: (415) 518-0530
Facsimile: (631) 968-2123
Email: DSmith@ntst.com

3.2.2 Contractor's Project Manager shall be a full-time employee of Contractor at all times during such designation.

3.2.3 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Task 1.0 (Project Planning) of the Statement of Work. Contractor's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate Contractor in any respect whatsoever.

3.2.4 Contractor's Project Manager shall meet and confer with County's Project Manager on a regular basis during the Term as specified in Task 2.0 (Project Status Reports) of the Statement of Work.

3.3 Approval of Contractor's Staff

3.3.1 County has the absolute right to approve or disapprove (a) each member or proposed member of Contractor's staff, including Contractor's Project Director or Contractor's Project Manager, prior to, and during, their performance of any Work hereunder and (b) any proposed removals from or other changes in Contractor's staff. County's Project Director may require replacement of any member of Contractor's staff performing, or offering to perform, Work hereunder, including Contractor's Project Director or Contractor's Project Manager. County hereby approves of the persons set forth in Paragraphs 3.1.1 and 3.2.1 as Contractor's Project Director and Contractor's Project Manager, respectively. Prior to the performance of any Work hereunder by any member of Contractor's staff, including the Contractor's Project Director and Contractor's Project Manager, Contractor shall provide County's Project Director with a resume of such persons for County's review, interview (if requested), and approval. Contractor shall comply with the requirements of this Paragraph 3.3.1 for each proposed replacement member of Contractor's staff performing Work hereunder. County requests to remove or change staffing may impact scheduling. Unless Contractor could have reasonably foreseen that a change would be necessary, Contractor will be entitled to a mutually agreed extension of the schedule to allow for assignment and orientation of new personnel.

3.3.2 In addition, Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting Contractor's staff, including Contractor's Project Director or Contractor's Project Manager. Contractor shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member being replaced.

3.3.3 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, Tasks and Subtasks required by this Agreement.

3.3.4 Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner as required to comply with the Detailed Work Plan approved by County pursuant to Task 1.3 (Develop and Present Detailed Work Plan) of the Statement of Work and Paragraph 4.6 (Delivery and Acceptance of Detailed Work Plan).

3.3.5 In the event Contractor should ever need to remove any staff from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Such plan shall include at least (i) immediate commencement and substantiation of diligent efforts to provide any such replacement from Contractor's existing qualified staff; (ii) prompt commencement and substantiation of diligent and appropriately scoped advertising for any required hiring of replacement(s), within at most seven (7) days of the earlier of such removal or Contractor's prior notice of the need therefor, in each case if an internal proposed replacement has not already

been identified to County within such period; and (iii) a timely opportunity for applicable County Staff to interview each proposed replacement, review such person's resume, and conduct any desired reference or background investigation.

3.3.6 Each staff member employed by or on behalf of Contractor who performs Work under this Agreement requiring direct contact with County, shall be an adult who is fully fluent in both spoken and written English and legally permitted to work and reside in the United States.

3.4 Contractor's Staff Identification

3.4.1 County shall provide all staff assigned to this Agreement, who work on-site at or have access to any County Facilities, with a photo identification badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on such staff member's person. The photo identification badge is the property of County and must be returned to County upon termination of such person's engagement in Work under this Agreement, at the end of the Term, or immediately upon the request of County's Project Manager or County's Project Director. If the County supplied identification badge is lost or stolen, Contractor shall notify County as soon as possible after the discovery of such loss or theft, and in any event by the later of eight (8) hours thereafter or 9:30 a.m. on the next Working Day, and shall pay a replacement fee for issuance of a replacement badge.

3.4.2 Contractor shall notify County within one (1) Working Day when a staff member assigned to perform work hereunder is terminated from performing Work under this Agreement. Contractor is responsible to retrieve and immediately return to County's Project Manager the staff's County specified photo identification badge at the time such person ceases performing Work under this Agreement.

3.4.3 If County requests the removal of any member of Contractor's staff, Contractor shall ensure that the County specified photo identification badge of the removed staff member is retrieved and immediately returned to County's Project Manager upon such staff's removal from performing Work under this Agreement.

3.5 Background and Security Investigations

3.5.1 At any time during the Term, County may require that any or all members of Contractor's staff performing Work hereunder undergo and pass, to the satisfaction of County, a background investigation, as a condition to beginning and/or continuing to Work under this Agreement. County shall use its discretion in determining the method of background security clearance to be used, up to and including without limitation a County performed security clearance requiring fingerprint checks. Any third party fees associated with obtaining the background information shall be at the expense of Contractor, not to exceed One Thousand Dollars ($1,000.00) per Contractor staff member investigated.

3.5.2 Without limiting the foregoing, County may request that any or all members of Contractor's staff be immediately removed from working on this Agreement at any time due to information obtained through the background investigation(s). For avoidance of doubt, County is not obligated to provide to Contractor or to Contractor's staff any information obtained through the background investigation(s) except to the extent so required by law. County may immediately terminate access to County Facilities, access to County Materials and/or the System, and/or continued Work under this Agreement to any or all members of Contractor's staff as to whom any background investigation(s) reveal, in the sole discretion of County, information negatively reflecting on such person(s).

3.5.3 Disqualification, if any, of any of Contractor's staff, pursuant to this Paragraph 3.5 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement unless the disqualification meets the requirements of Paragraph 84 (Force Majeure).

4. WORK

4.1 Scope of Work

Contractor shall on a timely basis, complete, deliver and implement all Tasks, Subtasks, Deliverables, goods, services and other Work set forth in this Agreement and the Statement of Work, including, but not limited to, System Software (including Updates), Implementation Services, Maintenance and Support Services, Hosting Services, and Other Professional Services. Contractor shall perform such Tasks, Subtasks, Deliverables, goods, services and other Work in accordance with this Agreement, including but not limited to as set forth in the Statement of Work, in each case at the rates and prices specified in Exhibit C (Price and Schedule of Payments), on the Schedule set forth in the Project Schedule, in the Detailed Work Plan if not in the Project Schedule, or in the applicable Change Notice if neither in the Detailed Work Plan nor the Project Schedule.

4.2 Approval of Work

Upon completion of particular Work to be provided by Contractor pursuant to this Agreement, including the Statement of Work or the Detailed Work Plan, Contractor shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit K (Task/Deliverable Acceptance Certificate) to County's Project Manager, together with any supporting documentation reasonably requested by County, for written approval by both County's Project Director and County's Project Manager. All Work must be approved by County, as evidenced by County's Project Director and County's Project Manager's countersignature to the applicable Task/Deliverable Acceptance Certificate. In no event shall County be liable or responsible for any payment for any Work prior to its approval of such Work. Contractor shall fully provide, complete and deliver all Work in accordance with the requirements, Specifications and timetables set forth in this Agreement and shall complete and deliver the System to County in accordance with the terms and conditions set forth in this Agreement.

4.3 Unapproved Work

If Contractor provides any goods or services to County other than the Work required under this Agreement, or if Contractor submits an invoice for payment in respect of any Work, other than Maintenance and Support Services and Hosting Services, without first having obtained an approved Task/Deliverable Acceptance Certificate by County's Project Manager in respect of such Work, the same shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim whatsoever against County therefor.

County shall furthermore have no obligation to approve Work hereunder before the Due Date in respect of such Work as set forth in the Statement of Work, Detailed Work Plan, or applicable Change Notice.

4.4 Maintenance and Support Services and Hosting Services

4.4.1 Subject to County's termination rights hereunder, County shall acquire Maintenance and Support and Hosting Services from Contractor upon the terms and conditions set forth herein. In exchange for County's payment of the Maintenance and Support Fees and Hosting

Services Fees, Contractor shall provide County with Maintenance and Support Services and Hosting Services as described in Exhibit D (Service Level Requirements) and in the Statement of Work (collectively, "Maintenance and Support Services and Hosting Services").

(i) Maintenance and Support Services shall commence with respect to each Component of the System on County's Acceptance thereof. Maintenance and Support Services in respect of the System and of each Component shall be provided by Contractor at no cost to County until Final System Acceptance, and thereafter at the rates set forth in such Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements). Updates provided to County and implemented by Contractor as part of Maintenance and Support Services shall be deemed part of the Application Software for all purposes hereunder. Provision of Updates under this Agreement shall not increase County's Maintenance and Support Fees.

(ii) Hosting Services shall commence on County's Acceptance of the Hosting Environment at Contractor's Facilities. Hosting Services in respect to the System shall be provided by Contractor and accepted by County at the rates set forth in Exhibit C (Price and Schedule of Payments) until Final System Acceptance, at which time rates will then be paid as set forth in Schedule D.3 (Hosting Services Fee Schedule) to Exhibit D (Service Level Requirements). Services provided by Contractor (including ongoing infrastructure Updates) as part of the Hosting Services shall be deemed part of the System for all purposes hereunder. Hosting Services under this Agreement shall not increase County's Hosting Services Fees unless provided for by this Agreement.

(iii) Until the expiration of the Initial Term, should County request termination of the Hosting Services, Contractor shall deliver any and all hardware, software and/or software licenses in accordance with the percentage set forth in Schedule D.6 (Schedule of Contractor's Primary and Secondary Data Centers Hardware and Software for Hosting Services) of Exhibit D (Service Level Requirements) to a location designated by Director, or at the Director's sole discretion, Contractor shall make payment to County for County dedicated hardware, software and/or software licenses in accordance with the percentage set forth in Schedule D.5 (Prorated Data Center Hardware and Software For Hosting Services Schedule).

(iv) Upon the expiration of the Initial Term, if County elects not to exercise its option to extend the Agreement, Contractor shall deliver any and all hardware, software and/or software licenses in accordance with the percentage set forth in Schedule D.6 (Schedule of Contractor's Primary and Secondary Data Centers Hardware and Software for Hosting Services) of Exhibit D (Service Level Requirements) to a location designated by Director, or at the Director's sole discretion, Contractor shall make payment to County for hardware, software and/or software licenses at fair market value in accordance with the percentage set forth in Schedule D.6 (Schedule of Contractor's Primary and Secondary Data Centers Hardware and Software for Hosting Services).

The fair market value will be determined by a mutually agreeable independent accounting firm.

4.4.2 During all periods when County pays Maintenance and Support Fees and Hosting Services Fees, County may assess against those Maintenance and Support Fees owed to Contractor credits (hereinafter "Service Credits", as more fully defined in Exhibit D (Service Level Requirements)) in the event Contractor fails to timely resolve any Deficiency.

4.5 Other Professional Services

Upon the written request of County's Project Director made at any time and from time to time during the Term, Contractor shall provide to County Other Professional Services set forth in a Change Notice in accordance with Paragraph 6 (Change Notices and Amendments). Other Professional Services shall be payable out of, and shall not exceed, the Pool Dollars available as set forth in Paragraph 7.2 (Pool Dollars), excepting any optional Fixed Price Professional Services included in the Contract Sum, and shall be payable at the rates or applicable fixed prices set forth in Attachment A.5 (Other Professional Services Fee Schedule) to Exhibit A (Statement of Work). Approval of any and all Other Professional Services and payment therefor shall be in accordance with Paragraph 4.2 (Approval of Work) and Paragraph 8 (Invoices and Payments), respectively.

4.6 Delivery and Acceptance of Detailed Work Plan

4.6.1 Delivery of Detailed Work Plan. No later than fifteen (15) Working Days after the Effective Date, Contractor shall provide to County's Project Manager a detailed work plan incorporating the Deliverables set forth in the Statement of Work and the dates utilized in the Project Schedule. The initial detailed work plan, or as subsequently revised pursuant to this Paragraph 4.6, is referred to herein as the "Detailed Work Plan". Contractor and County promptly shall review and revise the draft Detailed Work Plan as necessary, and Contractor shall submit the final Detailed Work Plan within thirty-five (35) Working Days following the Effective Date, but in any event, no payments will be due by County to Contractor under this Agreement until the Detailed Work Plan is approved by County's Project Director pursuant to Paragraph 4.2 (Approval of Work) and this Paragraph 4.6. The Detailed Work Plan is a Deliverable under the Statement of Work and shall be comprehensive in scope and breadth, setting forth in detail the Work plan proposed by Contractor and County to install, configure and make operational, directly or through subcontractors, the System, provide the training, and otherwise deliver the System required by this Agreement. The Detailed Work Plan shall include, without limitation, all subject matter described in Task 1.3 (Develop and Present Detailed Work Plan) of the Statement of Work.

4.6.2 Approval of the Detailed Work Plan.

(i) Approval of Implementation Strategy. County's Project Manager, in the exercise of reasonable discretion, has the right to require modification of the Detailed Work Plan, including if such Detailed Work Plan (a) fails to meet the description and satisfy the requirements in this Agreement or fails to follow the form of the initial Detailed Work Plan, (b) fails to describe a process which will result in the delivery of the System or any Deliverable at a time or pursuant to a process satisfactory to County, (c) provides for an unreasonably short period of time to permit County to adequately review and approve any Deliverables, or (d) assumes County staffing, locations, manner of performance or other County provided items not consistent with or specifically identified in this Agreement, or the Statement of Work or other Specifications.

(ii) Modification of the Revised Implementation Strategy. Upon Acceptance of a modified Detailed Work Plan, County's Project Manager shall provide Contractor with a written notice of Acceptance. In the event the modified Detailed Work Plan is rejected, County's Project Manager may alternatively provide a statement specifying the manner in which the Detailed Work Plan fails to meet the reasonable requirements of County. Failure by County's Project Manager to respond to a proposed modification shall be deemed non-approval under all categories (a) through (d) of Paragraph 4.6.2(i). If County's Project Manager provides Contractor with a description of such failures, Contractor will correct any such deficiencies and redeliver the Detailed Work Plan within ten (10) Working Days of receipt of

the notice. If the redelivered Detailed Work Plan still fails to meet the requirements of County, the County's Project Manager and Contractor's Project Manager shall meet and implement the resolution process described in Paragraph 59 (Dispute Resolution Procedure).

4.6.3 Deviation from Detailed Work Plan. Contractor may make only "non-critical path deviations" (as defined herein) from the Detailed Work Plan without obtaining County's prior written consent; provided, however, that Contractor shall give County's Project Manager prior written notification of any such planned deviation through the delivery of an updated Project Status Report, and including, if applicable, a Gantt chart or schedule which shows the impact, if any, of such deviations on the remainder of the Project. As used in this Paragraph, "non-critical path deviations" mean those adjustments to the tasks or resources required of Contractor or to the date on which such Deliverable is required to be delivered or approved that do not (i) result in Contractor deviating from the scheduled delivery date of any Deliverable identified in the Detailed Work Plan, or (ii) require any greater resources from County than those identified in the Detailed Work Plan. Contractor may also deviate from the Detailed Work Plan, to change (earlier or later) the scheduled date of any Deliverable, on the condition that the County's Project Manager first expressly agrees in writing with such proposed deviation, and provided further such deviation does not change the scheduled date of delivery of Final System Acceptance, or any other Key Deliverable identified in the Project Schedule or Detailed Work Plan. Notwithstanding any provision of this Paragraph or this Agreement to the contrary, to the extent any proposed deviation from the Detailed Work Plan will alter any process for Contractor's achievement of Final System Acceptance, or any Key Deliverable, such deviation may not be approved solely by County's Project Manager but must first be expressly approved by County in accordance with the Change process more particularly described in Paragraph 6 (Change Notices and Amendments).

4.6.4 Revised Detailed Work Plans. Contractor shall evidence any deviation from the Detailed Work Plan which, under the provisions of Paragraph 4.6.3 (Deviation from Detailed Work Plan), may be approved solely by County's Project Manager by preparation and delivery of a revised Detailed Work Plan including all proposed changes therein. From and after Acceptance of such revised Detailed Work Plan pursuant to the process set forth in Paragraph 6 (Change Notices and Amendments), the revised Detailed Work Plan shall be the Detailed Work Plan hereunder and shall supersede the prior approved Detailed Work Plan in all respects.

4.7 Milestones

The Work to be carried out hereunder includes milestones to be achieved by Contractor, as set forth in the Detailed Work Plan (each a "Milestone", including without limitation each top level Task set forth in the Statement of Work), subject to the dates for completion set forth in the Project Schedule and the Detailed Work Plan. A Milestone shall be deemed completed on the earliest date that all of the Work required for completion of such Milestone is completed and delivered to County, provided that all such Work required for completion of such Milestone is thereafter approved in writing by County pursuant to Paragraph 4.2 (Approval of Work). The determination of whether each Milestone has been completed and so approved, and of the date upon which such Milestone was completed (if all Work required for achievement of such Milestone was not completed and delivered to County on or before the date set forth in the Project Schedule or in the Detailed Work Plan), shall be made by County's Project Manager as soon as practicable after Contractor submits to County's Project Manager the applicable Task/Deliverable Acceptance Certificate, together with other necessary information, data and Documentation to verify such completion. Without limiting any other rights and remedies hereunder, a failure by Contractor to complete any Milestone by the applicable date set forth in the Project Schedule or in the Detailed Work Plan (as such date may be modified pursuant to Paragraph 36 (Notice of Delays) or Paragraph 6 (Change Notices and Amendments))

shall be subject to the provisions of Paragraph 7.3 (Credits to County), and Paragraph 32 (Termination for Default).

5. TERM

5.1 Term - General

The Term of this Agreement shall commence on the Effective Date and shall expire on the date that is one (1) year following Contractor's achievement of Final System Acceptance, expected to occur in month twenty-four (24) as anticipated by the initial Project Schedule which is included in Exhibit E (Project Schedule) of this Agreement, unless sooner terminated, in whole or in part, as provided in this Agreement (the "Initial Term"). At the end of the Initial Term, County may, at its sole option, through authority delegated by the Board to the Director, extend this Agreement on a year to year basis for up to nine (9) additional consecutive one (1) year terms (each an "Option Term"). If County does not extend this Agreement, this Agreement will deemed terminated under Paragraph 34 (Termination for Convenience) provided that if County elects not to exercise its option to extend at the end of the Initial Term, or any Option Term, the remaining Option Terms(s) shall automatically lapse. County shall be deemed to have exercised an Option Term automatically, without further act, unless, no later than one hundred and eighty (180) days prior to the expiration of the Initial Term or any Option Term, County notifies Contractor in writing that it elects not to extend the Agreement pursuant to this Paragraph 5.1 or it extends the Agreement on a month-to-month basis pursuant to Paragraph 5.3 (Month-To-Month Extensions) below. The Initial Term as extended, if at all, by any Option Term and any month-to-month extensions shall be referred to as the "Term."

In connection with the foregoing, Contractor expressly acknowledges that, notwithstanding any provision hereof to the contrary, the initial Project Schedule referred to in the immediately preceding paragraph, no legal obligation upon or liability against the County shall arise in connection with such initial Project Schedule, including the failure to comply with such initial Project Schedule.

5.2 Notice to DMH

Contractor shall notify DMH when this Agreement is within six (6) months from the expiration of the Initial Term as provided for in Paragraph 5.1 (Term - General).

5.3 Month-To-Month Extensions

Alternatively, or in addition to any Option Term, the Director, in the Director's sole discretion, may extend the Agreement on a month-to-month basis for a maximum period of twelve (12) months following the Initial Term or any Option Term, by giving notice to Contractor thirty (30) days prior to the commencement of such month-to-month period. The month-to-month extension period shall continue until the earlier of (i) twelve (12) months after commencement thereof, or (ii) the later of thirty (30) days after County provides written notice to Contractor of its intent to terminate the Agreement and the termination date specified in such notice. County's election to extend the Agreement on a month-to-month basis shall terminate its available option to extend the Agreement for Option Terms that have not been previously exercised.

6. CHANGE NOTICES AND AMENDMENTS

6.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this Agreement, except through the procedures set forth below in this Paragraph 6.

6.2 County reserves the right to change any portion of the Work required under this Agreement and any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Paragraph 6.

6.3 For any change requested by County which does not materially affect the scope of Work, Term, payments, or any term or condition included in this Agreement, a "Change Notice" shall be mutually agreed to and executed by County's Project Director and Contractor's Project Director.

6.4 Without limiting Paragraph 6.5, for (a) any Other Professional Services, including but not limited to Interfaces, Custom Programming Modifications and Conversions, or (b) any other change related solely to the scope of Work, period of performance, or schedule or amount of payments (but not the amount of the Contract Sum), and provided such Other Professional Services or change is to be effected through the use of, or will not exceed, the Pool Dollars available as set forth in Paragraph 7.2 (Pool Dollars), then in either instance, a Change Notice shall be mutually agreed to and executed by County's Project Director and Contractor's Project Director.

6.5 For any change requested by County, which (a) exceeds the Pool Dollars available as set forth in Paragraph 7.2 (Pool Dollars), or (b) otherwise materially affects the scope of Work, Term, payments, or any term or condition included in this Agreement, a negotiated amendment to this Agreement (at County's Project Director's sole discretion) shall be prepared and executed by County's Board of Supervisors and Contractor.

6.6 Notwithstanding any other provision of this Paragraph 6, to the extent that, in the sole judgment and discretion of County's Project Director, extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, the County's Project Director, in County's Project Director's sole discretion, subject to the provisions of Paragraph 59 (Dispute Resolution Procedure), may grant Contractor extensions of time in the form of a Change Notice, for the Work listed in the Project Schedule or in the Detailed Work Plan, provided that such extensions shall not exceed an extension of the Term as defined herein.

6.7 Notwithstanding any other provisions of this Paragraph 6, County's Project Director may execute an amendment in the form of a Change Notice, for the purchase of any additional Application Software or additional seat licenses, that otherwise do not add substantial new functionality to the System (collectively, "Ancillary Software") that County determines is necessary under the Agreement, provided the aggregate amount of Ancillary Software purchased in any County fiscal year pursuant to this Paragraph 6.7 shall not exceed three percent (3%) of the Contract Sum, and that the aggregate amount of Ancillary Software purchased throughout the Term shall not exceed ten percent (10%) of the Contract Sum. Such form of a Change Notice shall not be used for new Application Software designed to support new functionality, the purchase of which requires an amendment and approval of the Board (e.g., an additional small server to increase database size or optimize the speed of certain functions would be permissible, as would a software license for an additional CPU to run that database or a support utility to optimize or back up the database, but a server to support new functionality not previously acquired by County would not be a permissible use of funds). If the County's Project Director, in the County's Project Director's sole discretion, determines that Contractor shall provide Maintenance and Support Services and Hosting Services for the items purchased pursuant to this Paragraph 6.7, then such Ancillary Software shall be covered under Maintenance and Support Services and Hosting Services at the Fees set forth in the applicable Change Notice. Upon purchase and Acceptance by County pursuant to this Agreement, all such Ancillary Software will become Components of System Software to be added to the items of System Software, as specified in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements). Under no circumstances will the total cost of items (including projected Maintenance and Support Fees and Hosting Fees in

respect of such items for the Term) purchased under this Paragraph 6.7 be greater than Sixty-One Million, Three Hundred Forty-Six Thousand, Eight Hundred Forty Dollars ($61,346,840) for the Term.

6.8 Notwithstanding any other provision of this Paragraph 6, County's Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, which changes the items or prices of System Software as specified in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements), provided that: (1) all such changes shall occur prior to installation of the particular items, (2) the total cost of all System Software as shown in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements) as of the effective date of the Change Notice shall not be exceeded, (3) the total cost of Maintenance and Support Services of all System Software as shown in Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements) as of the effective date of the Change Notice shall not be exceeded, and (4) the total cost of Hosting Services of all System Software as shown in Schedule D.3 (Hosting Services Fee Schedule) as of the effective date of the Change Notice shall not be exceeded.

6.9 Notwithstanding any other provision of this Paragraph 6, County's Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, which changes the items or prices of Peripheral Hardware as specified in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements), provided that: (1) all such changes shall occur prior to installation of the particular items, (2) the total cost of all Peripheral Hardware as shown in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements) as of the effective date of the Change Notice shall not be exceeded and (3) the total cost of Hosting Services of all Peripheral Hardware as shown in Schedule D.3 (Hosting Services Fee Schedule) as of the effective date of the Change Notice shall not be exceeded.

6.10 Notwithstanding any other provision of this Paragraph 6 or Paragraph 34 (Termination for Convenience), Director shall take all appropriate action to carry out any orders of County's Board of Supervisors relating to this Agreement, and, for this purpose, Director is authorized to: (1) issue written notice(s) of partial or total termination of this Agreement pursuant to Paragraph 34 (Termination for Convenience) without further action by County's Board of Supervisors or County's Purchasing Agent and (2) prepare and sign amendments to this Agreement which reduce the scope of Work or the Contract Sum, or terminate Maintenance and Support Services or Hosting Services with respect to System Software or any Component thereof, without further action by County's Board of Supervisors or County's Purchasing Agent.

6.10.1 Notices of partial or total termination issued pursuant to this Paragraph 6.10 shall be authorized under the following conditions:

(i) Such notices shall be in compliance with all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines, and directives;

(ii) Director shall obtain the written approval of County Counsel for any such notice; and

(iii) Director shall file a copy of all such notices with the Executive Office of County's Board of Supervisors, and County's Chief Executive Office within fifteen (15) days after execution of each notice.

6.11 Notwithstanding any other provision of this Paragraph 6, County's Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, which changes the terms of Paragraph 73 (Contractor's Obligations as a Business Associate Under HIPAA and HITECH Act) from time to time as is necessary for County to comply with the requirements of the Privacy and Security Regulations.

6.12 Any "Change Notice" proposed or executed by mutual agreement of the parties shall be substantially in the form attached hereto as Exhibit J (Form of Change Notice) and shall include:

6.12.1 a functional description of the Work to be performed under such Change Notice and acceptance criteria and tests to be successfully completed prior to County's Acceptance thereof;

6.12.2 a statement, signed by Contractor's Project Director, which statement explains and certifies that such Work described pursuant to Paragraph 6.12.1 is outside the scope of Work required of Contractor under this Agreement in order for Contractor to deliver the System;

6.12.3 a quotation of a "not to exceed" price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion and payment schedule, as well as an estimate of the personnel hours of Contractor staff and County Staff necessary for completion of such Work;

6.12.4 if the Change Notice is under Paragraphs 6.4 or 6.7, or otherwise authorizes an expenditure of Pool Dollars, the amount of Pool Dollars to be utilized by such Change Notice and the amount of Pool Dollars available under the Agreement, both before and after giving effect to such Change Notice;

6.12.5 a recitation of the Task, Subtasks, and Deliverables to which such Change Notice relates;

6.12.6 a description of and Contractor's cost of any hardware, software, or other materials required to complete the requested Work;

6.12.7 an accounting of the cost savings to be realized by County from the nonperformance of any Work that is to be supplanted by the Work to be performed under the Change Notice;

6.12.8 final delivery date for completed Work; and

6.12.9 if applicable, a revised Detailed Work Plan incorporating any proposed changes to the Tasks, Subtasks and Deliverables or their completion schedules as listed in the Detailed Work Plan or in the Statement of Work, for the remaining Work (i.e., other than the Work requested under the proposed Change Notice).

6.13 Contractor's quotations under the proposed Change Notice shall be valid for ninety (90) days from the date of submission to County. Contractor shall not charge County for, and County is not obligated to make payments in respect of, Contractor's time or expenses related to the preparation of Change Notices, regardless whether County elects to proceed under such Change Notice.

7. CONTRACT SUM

7.1 Contract Sum - General

The "Contract Sum" under this Agreement shall be the total monetary amount that may be payable by County to Contractor for supplying all the Work requested, specified and Accepted by County under this Agreement. The Contract Sum (excepting the Pool Dollars set forth in Paragraph 7.2) and schedule of payments in respect of the Work provided hereunder shall be as set forth in Exhibit C (Price and Schedule of Payments), which payments shall be paid in accordance with and upon satisfaction of, the terms and conditions of this Agreement, including the Exhibits and Attachments hereto. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Ninety-Three Million, Three Hundred Sixteen Thousand, Seven Hundred Ninety-Three Dollars ($93,316,793), unless the Contract Sum is modified pursuant to a duly approved amendment to this Agreement executed by County's Board of Supervisors and Contractor pursuant to Paragraph 6 (Change Notices and Amendments). Notwithstanding any provision of this Paragraph 7.1, Contractor shall fully perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement.

7.2 Pool Dollars

The aggregate amount of Pool Dollars available under this Agreement shall not exceed Three Million, Six Hundred Fifty-Six Thousand, Three Hundred Seventy-Eight Dollars ($3,656,378), plus any net reduction in the total price of all System Software, Maintenance and Support Fees, and Hosting Services Fees under the Agreement resulting from Change Notices executed in accordance with Paragraph 6 (Change Notices and Amendments), plus any net surplus remaining after the completion of budgeted professional services for less total expenditure than what was budgeted. Contractor acknowledges that, as of the Effective Date, County has not initiated, and the parties have not executed, any Change Notice pursuant to Paragraph 6 (Change Notices and Amendments).

7.3 Credits to County

7.3.1 Key Deliverables

(i) DMH currently manages its inpatient and outpatient behavioral health information with a system that is not integrated within or among each County Facility. In an increasingly mobile society, however, patients seek care at more than one County Facility. Without an integrated System, County Staff, and in particular healthcare staff, including doctors, nurses, and pharmacists, have a limited ability to access critical patient histories outside of their County Facilities, and as a result, face a higher risk of error in treating patients in life and death situations, in billing, and in other functions. County's acquisition of a new fully integrated Behavioral Health Information System will allow County Staff and treatment professionals to share patient histories, medical records, billing and insurance information among County Facilities and Contract Providers, enabling increased patient safety in County Facilities and enhancing County's ability to provide competent treatment and to obtain reimbursement therefor. County and Contractor have identified Key Deliverables described in this Paragraph 7.3.1 and set forth in Exhibit E (Project Schedule) and shall subsequently do so in the Detailed Work Plan pursuant to Deliverable 1.3 (Detailed Work Plan) of the Statement of Work and Paragraph 4.6 (Delivery and Acceptance of Detailed Work Plan). Contractor's timely completion and delivery of these Key Deliverables will help ensure County receives, and is able to implement, the System in a timely fashion, which time is of the essence, and therefore increase patient safety. If Contractor fails to complete and deliver Key Deliverables on the date set forth in the Project Schedule or in the Detailed Work Plan for completion thereof in respect of each Key Deliverable (the "Due Date"), it is mutually agreed that such delay increases the likelihood that Contractor will not complete and deliver the System on a timely basis and therefore decreases County's ability to use the System to provide increased safety and services to its patients.

(ii) In each instance where Contractor fails to complete and deliver a Key Deliverable by the Due Date for such Key Deliverable, County shall receive a credit against any or all amounts due to Contractor, under this Agreement or otherwise, in the total amount of (a) Three Thousand Dollars ($3,000) for each day of the first ninety (90) days following the Due Date for which Contractor continues in default, and (b) Seven Thousand Dollars ($7,000) for each day thereafter that Contractor continues in default, provided that the total aggregate credits pursuant to this Paragraph 7.3 shall not exceed Two Million Dollars ($2,000,000). All of the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable described in this Paragraph 7.3.1 and set forth in the Project Schedule or Detailed Work Plan provided that the maximum liability of Contractor to County under this Paragraph 7.3.1 shall not exceed Two Million Dollars ($2,000,000). To the extent that Contractor's failure to complete and deliver a Key Deliverable by the Due Date for such Key Deliverable is due to an excusable delay timely noticed pursuant to Paragraph 36 (Notice of Delays), County shall not be entitled to credits under this Paragraph 7.3.1 in respect of such Key Deliverable.

(iii) Any credits that accrue pursuant to this Paragraph 7.3.1 are in addition to, and do not limit, any other rights and remedies available to County, either pursuant to this Agreement, at law, or in equity, in respect of Contractor's failure to timely complete and deliver the applicable Key Deliverable. Further, any credits that accrue pursuant to this Paragraph 7.3 do not limit Contractor's obligation to promptly and diligently cure Contractor's failure to timely complete and deliver the applicable Key Deliverable. For purposes of this Paragraph 7.3.1, the applicable Key Deliverables are as follows:

Key Deliverables

Deliverable 1.3 – Detailed Work Plan

Deliverable 3.3 – Load Baseline Application Software

Deliverable 3.4 – Synchronize for Application and Database Replication

Deliverable 4.2 – Training

Deliverable 6.1 – Integration

Deliverable 8.5 – System Performance Test

Deliverable 9.2 – Data Conversion Programs

Deliverable 9.3 – Data Conversion Test

Deliverable 9.4 – Conversion

Deliverable 10.3 – Final System Acceptance

Such Key Deliverables are in addition to those agreed upon and set forth in the Detailed Work Plan.

7.3.2 Other Service Credits. Contractor acknowledges that Contractor's adherence to the service level standards described in Exhibit D (Service Level Requirements), Paragraph 9.8 (Response Time Warranty), and Exhibit B (Technical Solution Requirements), and otherwise in the Specifications, will each help ensure that County is able to utilize the System to fulfill its functions in a timely fashion, a goal as to which time is of the essence. If Contractor fails to adhere to such Specifications, it is mutually agreed that such failure renders County unable to rely on or utilize the System to perform mission-critical tasks on a timely basis, creates a higher risk of errors, and adds delays to the treatment process, leaving both the Department and County residents at risk of significant errors and omissions in medical treatment. In each instance where Contractor fails to

adhere to the foregoing service level Specifications, County will accrue Service Credits in accordance therewith and with Paragraph 4.4.2. Any Service Credits accrued pursuant to this Paragraph 7.3.2 are in addition to, and do not limit, any other rights and remedies available to County, either pursuant to this Agreement, at law, or in equity, in respect of Contractor's failure to meet such Specifications. Further, any Service Credits that accrue pursuant to this Paragraph 7.3.2 do not limit Contractor's obligation to promptly and diligently cure Contractor's failure to adhere to the Specifications, including all service level standards.

7.4 County's Obligation in Future Fiscal Years

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

7.5 Adjustments to Maintenance and Support Fee and Hourly Labor Rates

Commencing upon the first anniversary of the date on which Final System Acceptance occurs and on each subsequent anniversary thereof, the Maintenance and Support Fee and the Hourly Labor Rates for Other Professional Services, as set forth in Attachment A.5 (Other Professional Services Fee Schedule) to Exhibit A (Statement of Work), will be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for the Los Angeles – Riverside – Orange County Area for the most recently published percentage change for the twelve (12) month period preceding the anniversary date of Final System Acceptance or any subsequent anniversary thereof, which shall be the effective date for any such adjustment. However, any increase shall not exceed the general annual percentage salary change granted to County employees as determined by County's Chief Executive Office as of the prior July 1. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, Contractor acknowledges that there shall be no corresponding adjustment to the Maintenance and Support Fee or the Hourly Labor Rates for Other Professional Services. Notwithstanding the foregoing, if Contractor, reasonably and in good faith determines that the service level and personnel hours required to provide Maintenance and Support Services have materially increased, Contractor may request that the Maintenance and Support Fee, but not the Hourly Labor Rates, be adjusted to reflect such required increased service level support, which adjustment may be in excess of the increase that would otherwise be applicable pursuant to such consumer price index adjustment (as the same may be adjusted to reflect the general percentage salary change applicable to County employees). Should Contractor desire to adjust the Maintenance and Support Fee pursuant to this Paragraph 7.5, Contractor will submit such proposed adjustment, including the basis for calculating such adjustment and any supporting documentation and analysis, to County's Project Director no later than ninety (90) days prior to the end of the current Option Term. If County's Project Director disagrees with the amount of such proposed adjustment, County's Project Director will notify Contractor within thirty (30) days of County's receipt of Contractor's proposed adjustment, which County notice will include County's proposed adjustment, and the basis for such determination. Upon receipt of County's response and proposed adjustment, if the parties fail to agree on the amount of such adjustment, either party may, upon notice to the other party, submit the matter for dispute resolution pursuant to the Dispute Resolution Procedure. During the pendency of any dispute resolution, County may elect to continue Maintenance and Support Services for the applicable ensuing Option Term upon notice to Contractor and payment of any undisputed amount of the Maintenance and Support Fee.

8. INVOICES AND PAYMENTS

8.1 Invoices - General

Contractor shall invoice County for all Work set forth in this Agreement which has been provided by Contractor and, except as to invoices solely containing Maintenance and Support Services or Hosting Services, Accepted by County pursuant to the terms of this Agreement. The amount invoiced, and amounts payable by County, shall in each case comply with Exhibit C (Price and Schedule of Payments) and any applicable Change Notice except to the extent expressly set forth in this Paragraph 8 (Invoices and Payments). With regard to Maintenance and Support Services and Hosting Services, Contractor shall invoice County the Maintenance and Support Fees on a quarterly basis in arrears and the Hosting Services Fees on a monthly basis in arrears. All invoices submitted by Contractor must have the written approval of County's Project Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Invoices, with all required information and documentation, may be submitted electronically. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Agreement, in strict compliance with the requirements of this Paragraph 8 (Invoices and Payments). All invoices under this Agreement shall be submitted in duplicate to County's Project Director and County's Project Manager at the address set forth in Paragraph 2 (Administration of Agreement - County).

8.2 Content of Invoices

Each invoice submitted by Contractor shall indicate:

8.2.1 The Work as described in the Statement of Work, Exhibit D (Service Level Requirements), the Detailed Work Plan, and any applicable Change Notice(s) for which payment is claimed.

8.2.2 Other than invoices solely containing Maintenance and Support Services or Hosting Services, the date of written approval of the Work by County's Project Manager and a copy of the applicable fully executed Task/Deliverable Acceptance Certificate.

8.2.3 In the case of invoices submitted for Other Professional Services, (a) the total Pool Dollars available prior to the payment requested in such invoice, (b) the amount of payment requested for such Other Professional Services, including an itemized list of Out-of-Pocket Expenses for which Contractor is entitled to seek reimbursement pursuant to the terms of this Agreement, which amount shall not exceed Contractor's quote for such Other Professional Services, including Contractor's quote for permissible Out-of-Pocket Expenses, provided pursuant to Paragraph 6 (Change Notices and Amendments), and (c) the remaining Pool Dollars available assuming deduction for payment as requested in such invoice and deduction for all Maintenance and Support Fees and Hosting Services Fees, if any, for such items for the remainder of the Term.

8.2.4 In the case of invoices submitted for Ancillary Software, (a) the total Pool Dollars available prior to the payment requested in such invoice, (b) the amount of payment requested for such Ancillary Software and taxes for which Contractor may seek reimbursement pursuant to the terms of this Agreement, which amount shall not exceed Contractor's quote for such Ancillary Software under Paragraph 6.7, and (c) the remaining Pool Dollars available assuming deduction for payment as requested in such invoice, and deduction for all Maintenance and Support Fees, if any, for such items for the remainder of the Term.

8.2.5 The Holdback Amount, if any, applicable to the Work under Paragraph 8.4 (Holdbacks), which Holdback Amount is marked clearly as not payable by County at the time of payment under the current invoice.

8.2.6 Any applicable amounts withheld for payments claimed or reversals thereof.

8.2.7 Any applicable credits, including Service Credits and other credits accruing under Paragraph 7.3 (Credits to County), due County under the terms of this Agreement or County approved reversals thereof.

8.3 Invoice Discrepancies

County's Project Manager will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of discrepancies and disputed charges. Contractor shall review such list and send a written explanation detailing the basis for the charges within fifteen (15) days of receipt of County's notice. If County's Project Manager does not receive a comprehensive and otherwise satisfactory written explanation for the charges within such fifteen (15) day period, Contractor shall be deemed to have waived its rights to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the charges at issue.

8.4 Holdbacks

Holdbacks are applicable to Work performed under this Agreement. Except for invoices for Maintenance and Support Fees and Hosting Services Fees, County will retain thirty percent (30%) of the amount of each invoice (hereinafter "Holdback Amount") approved by County pursuant to Paragraph 4.2 (Approval of Work), which Holdback Amount is payable at later dates in accordance with this Paragraph 8.4. Other than for any Work provided pursuant to a Change Notice, or certain Other Professional Services (e.g., post-Acceptance supplemental training), that in each instance the parties agree will be completed after Final System Acceptance, the cumulative amount of such Holdback Amounts shall be due and payable to Contractor upon Final System Acceptance. Holdback Amounts due and payable shall be subject in each instance to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraph 8.8 (County's Right to Withhold Payment), and any partial termination of any Task set forth in the Statement of Work as provided hereunder. As to Change Notices or amendments that are to be completed after Final System Acceptance, the aggregate Holdback Amount for such Change Notice will be due and payable to Contractor upon final acceptance by County of the Work provided under each such Change Notice.

8.5 Delivery of System Software; Taxes

8.5.1 Contractor agrees that all System Software and Documentation, including all Updates, Custom Programming Modifications, and any items or materials provided under Maintenance and Support Services, shall be delivered (a) solely in electronic form (e.g., via electronic mail or internet download), or (b) personally by Contractor staff who may load the System Software and Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the System Software and Documentation to County. Contractor, including Contractor's subcontractors, shall not deliver or provide any tangible items to County, and County will not accept delivery of any of the same. Without limiting the generality of the foregoing, Contractor shall not deliver or provide any System

Software, Documentation, training materials, or Maintenance and Support Services on magnetic, optical, print or other tangible media under this Agreement.

8.5.2 County acknowledges that the amounts payable by County to Contractor under this Agreement, including for Maintenance and Support Services and Hosting Services, do not include Taxes for products or services provided by Contractor hereunder. County shall be solely responsible for any Taxes, other than Taxes based on Contractor's income or gross revenue, properly charged or assessed on amounts payable thereunder by County to Contractor, except that Contractor acknowledges that it is responsible for any Tax liability arising as a result of Contractor's breach of any obligations under this Agreement, including this Paragraph 8.5.

8.6 Sales/Use Tax

8.6.1 The Contract Sum listed in Paragraph 7 (Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all System Software and other goods and services procured by County pursuant to or otherwise due as a result of this Agreement. All sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely responsible for, and shall pay directly to the state or other taxing authority sales/use taxes for all other items including Application Software, Custom Programming Modifications, Interfaces, Conversions, Implementation Services, Other Professional Services, Maintenance and Support Services, and Hosting Services. Contractor shall indemnify, defend, and hold County harmless from any and all such California and other state and local sales/use taxes.

8.6.2 Notwithstanding anything in Paragraph 8.6.1 to the contrary, if Contractor does not possess a California reseller's permit, County may, at County's sole discretion, withhold, or deduct from Contractor's invoice an amount equal to the appropriate California use tax. County will transmit such use tax amount directly to the State of California.

8.7 Overpayments

Any overpayment received by Contractor shall be returned to County by Contractor within thirty (30) days of receiving notification of such overpayment, or may be set off at County's election against future payments due Contractor. Notwithstanding any other provision of this Agreement, Contractor shall return to County any and all payments in excess of the Contract Sum within thirty (30) days of receiving notice of overpayment from County or immediately upon discovering such overpayment, whichever occurs earlier.

8.8 County's Right to Withhold Payments

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to Contractor withhold payment for any Deliverable while Contractor is in default hereunder, or at any time that Contractor has not provided a County-approved Deliverable that under the Project Schedule or approved Detailed Work Plan is identified as dependent on and is scheduled to be delivered prior to or concurrently with the Deliverable for which payment would otherwise be due and is withheld.

8.9 Invoice Detail

In addition to the other requirements relating to invoices under this Paragraph 8, each invoice submitted by Contractor under this Agreement shall identify to County the portion of the total cost for goods, services and other Work directly associated with the replacement of existing claims processing

functionality for County, as such functionality is determined during Contractor's initial review of County's existing systems and processes, subject to periodic review as mutually agreed upon by County and Contractor.

9. WARRANTY

9.1 Warranty Services

9.1.1 Contractor's warranty services are set forth in Paragraphs 9.3 (Warranty Services Response), and 9.5 (Notification of Deficiencies for Warranty Services) for the System (and each System Component thereof) installed and shall commence upon, and shall continue until the expiration of, the periods set forth in Paragraph 9.2 (Warranty Periods for Warranty Services). Contractor shall provide Maintenance and Support Services as set forth in Paragraph 4.4 (Maintenance and Support Services and Hosting Services), but Contractor shall not charge, and County shall not pay, Maintenance and Support Fees for Contractor's provision of Maintenance and Support Services until the Contractor's achievement of Final System Acceptance.

9.1.2 Contractor's warranty services with respect to Ancillary Software acquired pursuant to Paragraph 6.7 are set forth in Paragraphs 9.2 (Warranty Periods For Warranty Services), 9.3 (Warranty Services Response) and 9.5 (Notification of Deficiencies for Warranty Services). Contractor shall provide Maintenance and Support Services for Accepted Ancillary Software commencing upon County's Acceptance thereof, but Contractor shall not charge, and County shall not pay, Maintenance and Support Fees for Contractor's provision of Maintenance and Support Services in respect of such Ancillary Software until the expiration of the applicable Ancillary Software Warranty Period.

9.2 Warranty Periods For Warranty Services

9.2.1 As used in this Agreement, "System Warranty Period" means, the period commencing on the delivery of each applicable Component and continuing until the date Contractor achieves Final System Acceptance of all Work as described in Task 9.3 (Conduct Data Conversion Test) of the Statement of Work. All Deficiencies reported during the System Warranty Period shall be corrected in accordance with Exhibit D (Service Level Requirements) at no cost to County.

9.2.2 As used in this Agreement, "Other Professional Services and Software Warranty Period" means, with respect to Custom Program Modifications and/or other services provided as Other Professional Services, the period commencing on delivery of such Work, and continuing until and ending upon the later of two (2) years following County's Acceptance thereof, or the expiration of the System Warranty Period.

9.2.3 As used in this Agreement, "Ancillary Software Warranty Period" means, with respect to Ancillary Software acquired pursuant to Paragraph 6.7, or other items of System Software acquired using Pool Dollars, the period commencing on delivery of such System Software, and continuing until and ending upon the later of (i) two (2) years following County's Acceptance thereof, (ii) the original equipment manufacturer's warranty period if any for such Ancillary Software, or (iii) the expiration of the System Warranty Period.

9.2.4 As used in this Agreement, "Warranty Period" means, as context requires, the System Warranty Period, the Other Professional Services and Software Warranty Period or the Ancillary Software Warranty Period.

9.3 Warranty Services Response

9.3.1 If a Deficiency is discovered in the System, as determined by County's Project Director, in County's Project Director's sole judgment, Contractor promptly shall commence corrective measures as specified in Exhibit D (Service Level Requirements) during the System Warranty Period. Contractor may contest County's deficiency judgment pursuant to the procedures set forth in Paragraph 59 (Dispute Resolution Procedure).

9.3.2 If a Deficiency is discovered in a Custom Program Modification or other item of System Software covered under the Other Professional Services and Software Warranty Period, Contractor promptly shall commence corrective measures as specified in Exhibit D (Service Level Requirements) during the Other Professional Services and Software Warranty Period.

9.3.3 If a Deficiency is discovered in the case of Hosting Environment supplied by County for the purpose of this Agreement in accordance with Contractor recommended specifications, Contractor shall identify to County the particular System Components causing the Deficiency.

9.3.4 If a Deficiency is discovered in an item of Ancillary Software, or other item of System Software covered under the Ancillary Software Warranty Period, Contractor promptly shall commence corrective measures as specified in Exhibit D (Service Level Requirements) during the Ancillary Software Warranty Period.

9.4 Further Warranties

Contractor further represents, warrants, covenants and agrees that throughout the Term:

9.4.1 The System shall perform in accordance with, and Contractor shall comply with, the descriptions and representations (including Documentation, performance capabilities, characteristics, configurations, standards, functions and requirements) set forth in the Statement of Work and other Specifications.

9.4.2 All Work shall be performed in a timely and professional manner by qualified personnel.

9.4.3 All Documentation developed under this Agreement shall be uniform in appearance, whenever appropriate, as determined in the sole judgment of County's Project Director.

9.4.4 The System Components shall be capable of interconnecting and interfacing with each other, and the System Components, when taken together, shall be capable of delivering all of the functionality as set forth in this Agreement (including Attachments B.1 (Functional Requirements) and B.2 (Technical Requirements) to Exhibit B (Technical Solution Requirements) and other Specifications) for the System, when taken as a whole.

9.4.5 Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the System or any System Component through any device, method or means including, the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, which has the potential or capability of compromising the security of County's or any third party's confidential or proprietary information or of purposefully causing any interruption of the operations of, or accessibility of the System or any System Component to County or any User, or which could alter, destroy, or inhibit the use of the System, any System Component, or the data contained therein (collectively referred to for purposes of this Paragraph 9.4.5 as "Disabling Device(s)"). Contractor further represents, warrants and agrees that it has not purposely placed, nor

is it aware of, any Disabling Device on or in any System Component provided to County under this Agreement, nor shall Contractor permit any subsequently delivered System Component to contain any Disabling Device.

9.4.6 Contractor shall support all System Software Components installed at any Contractor Facility or County Facility in full accordance with Exhibit D (Service Level Requirements).

9.4.7 Prior to the expiration of the Warranty Period, and at all times otherwise provided that County is paying any applicable Maintenance and Support Fees for Maintenance and Support Services provided under Exhibit D (Service Level Requirements), all Enhancements of the System Software, or any Component or module of such System Software, and all Documentation related thereto shall be provided to County, at no additional cost over and above the sums otherwise payable by County under this Agreement, promptly after the creation thereof, and in no event later than thirty (30) days after County's request therefor.

9.4.8 County will be entitled to use the System and all System Components without interruption of System use, subject only to County's obligation to make the required payments under this Agreement. Except for the Wells Fargo Bank, N.A. lien against Contractor's assets, Contractor further represents and warrants that this Agreement and the System is neither subject nor subordinate to any right or claim of any third party, including Contractor's creditors. Further, Contractor represents and warrants that during the Term, it shall not subordinate this Agreement or any of its rights hereunder, including the License to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System and System Components in accordance with this Agreement. Neither Contractor's performance of this Agreement nor the License to, and use by, County and its Users of the System (or any Component thereof) in accordance with this Agreement will in any way violate any nondisclosure agreement, nor constitute any infringement, misappropriation or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, moral rights, or other rights of any third party.

9.4.9 For the entire term that the software is under warranty or Software Maintenance, Contractor shall ensure that the current version of all Source Code has been deposited with Iron Mountain Inc., or other jointly acceptable escrow agent in the County's name. Contractor shall place in escrow, subject to the provisions of Paragraph 10.3 (Source Code), with all Source Code for all System Software and all Documentation and other proprietary information related to such Source Code for the entire term of the License (other than Source Code for any System Components which are proprietary to a third party and for which Contractor does not have the right to provide Source Code). Contractor shall update and deposit Source Code on a quarterly basis so as to ensure that the escrow agent has at all times been delivered the most current version of the Source Code, as well as Object Code for all System Software.

9.4.10 Contractor has the full power and authority to grant to County all rights, including, license and ownership rights, granted by this Agreement with respect to all System Software.

9.4.11 Contractor shall not sell, assign, convey, sublicense, or otherwise transfer its interest in the System or any Component thereof without the prior written consent of County, which consent would not be unreasonably withheld; provided, however, that Contractor may assign this Agreement to an affiliate (i.e., an entity directly related to Contractor through common ownership and control) or to an affiliate created as a result of a merger or acquisition of the business of Contractor.

9.4.12 The System and the tasks performed by the System upon execution by a user, provided such user is using the System in an authorized manner, shall comply with applicable federal, state laws and regulations (and in the case of local laws and regulations in order to meet Specifications and System Performance Requirements) (including the Privacy and Security Regulations), which are deemed necessary by or through federal, state, and local agencies (including those laws and regulations promulgated by Centers for Medicare and Medicaid Services (CMS) and Food and Drug Administration (FDA)), and shall further comply with all applicable rules, regulations, and directives.

9.4.13 Contractor shall assign to County to the fullest extent permitted by law or by agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any of the System Software, or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

9.5 Notification of Deficiencies for Warranty Services

In the event of the discovery of any Deficiency by County during the applicable Warranty Period, and in accordance with Exhibit D (Service Level Requirements), as determined by County's Project Manager, County's Project Manager will make reasonable efforts to notify Contractor of the problem(s) within three (3) Working Days, but failure by County to notify Contractor within such time period shall not affect Contractor's warranty obligations under this Agreement. Upon the earlier of County notifying Contractor of such Deficiency, or Contractor becoming aware of same, Contractor shall undertake corrective action within the applicable time specified in Paragraph 9.3 (Warranty Services Response).

9.6 Breach of Warranty Obligations

In the event Contractor fails to timely perform its obligations set forth in this Paragraph 9, such failure shall constitute a material breach of this Agreement upon which County may exercise, without limitation, any of the rights and remedies set forth in Paragraph 32 (Termination for Default), including the rights and remedies set forth in Paragraph 32.2.

In the event Contractor breaches the Response Time Warranty set forth in Paragraph 9.8 (Response Time Warranty), Contractor shall promptly, at no cost to the County, replace or supplement the Hosting Environment and/or System Software until its computing capacity is sufficient to support the System at the Response Time levels set forth in Schedule D.1 (Response Time Requirements) to Exhibit D (Service Level Requirements), as confirmed by the tests performed by County. In the event County must incur any expense to conform the System to the Specifications, County shall be entitled to withhold such amount in accordance with Paragraph 8.8 (County's Right to Withhold Payments). No exercise of any rights or remedies under this Paragraph 9.6 shall limit County's other rights and remedies under this Agreement.

9.7 Third Party Software

9.7.1 Contractor hereby represents and warrants that it is the owner of all System Software and all proprietary rights therein, and that none of the System Software other than the Third Party Software is owned by or licensed from third parties. Contractor represents and warrants that it has not modified and shall not modify, nor does Contractor have any need to modify, Third Party Software in order for the System to fully perform in accordance with all requirements of this Agreement. Contractor represents and warrants that it does not have any license or other right to modify Third Party Software and that Third Party Software shall be provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and

warrants that Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of the Agreement without the need for any modification of Third Party Software by Contractor or otherwise.

9.7.2 County acknowledges that it may have to execute certain third party license agreements in respect of Third Party Software, which license agreements, upon execution by County thereof, are incorporated herein by this reference. These third party license agreements shall be at no additional cost to County, shall include reasonable terms and conditions, but shall not otherwise limit County's ability to use the System under the terms of the License hereunder, or restrict County's ability to exercise its rights in respect of the System, except solely for limitation on the number of concurrent users or image count (for the purposes of this Paragraph 9.7.2, the term "image count" shall mean a single page, single sided document) of such Third Party Software, as set forth in such agreements and in Attachment B.4 (Document Imaging) to Exhibit B (Technical Solution Requirements). Without limiting the generality of the foregoing, to the extent that any such third party license agreement conflicts with this Agreement as it applies to County's right to use the System, Contractor shall take all necessary action and pay all sums required to provide County with all the rights to use the System afforded by this Agreement. The licenses acquired and delivered to County pursuant to this Paragraph 9.7 do not and shall not in any way limit County's rights pursuant to Paragraph 10.2 (License).

9.7.3 In the event it nonetheless becomes necessary to modify Third Party Software to satisfy any of the requirements of this Agreement, Contractor shall promptly, at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications or (2) to the extent that Contractor is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in County's Project Director's reasonable determination, in lieu of modifying such Third Party Software.

9.8 Response Time Warranty

Contractor represents, warrants and covenants that during the term of this Agreement, the System, as configured in accordance with Exhibit B (Technical Solution Requirements), as updated from time to time in accordance with Section IX (System Performance Requirements) of Exhibit D (Service Level Requirements), shall provide sufficient computing capacity to support the System at the Response Time levels required for Contractor to satisfy tests performed by County and comply with the Response Time requirements set forth in Schedule D.1 (Response Time Requirements) to Exhibit D (Service Level Requirements). Credits accruing under Paragraph 7.3 (Credits to County) for failures to maintain the required Response Time shall be in addition to all other remedies set forth herein or otherwise available in equity or at law.

10. OWNERSHIP OF THE SYSTEM AND LICENSE

10.1 Ownership

10.1.1 County owns all Peripheral Hardware previously owned and installed at County Facilities or acquired pursuant to Contractor's specifications set forth in this Agreement.

10.1.2 The System Software, any Interface and Custom Programming Modifications provided to County pursuant to this Agreement, other than Third Party Software, is and shall remain the property of Contractor, and all such software, including the Third Party Software, is subject to the License to County granted pursuant to Paragraph 10.2 (License).

10.2 License

10.2.1 License Grant

Contractor hereby grants to County an enterprise-wide, perpetual, nonexclusive license, for all Users, unrestricted except as expressly restricted in this Agreement, non-transferable except as provided in this Agreement (the "License") to:

(i) use the System Software, including the Third Party Software, on an unlimited number of computers, servers, local area networks and wide area networks, for an unlimited number of Users, except that the use of certain Third Party Software shall be subject to limitations on the number of concurrent Users as set forth in Paragraph 9.7 (Third Party Software);

(ii) use any Interface, Conversion and other Custom Programming Modification provided by or on behalf of Contractor for the benefit of any County Facility, including making copies and installing such software;

(iii) modify the Application Software, including Source Code and Third Party Software, provided, however County agrees to refrain from the exercise of its rights under this Paragraph 10.2.1(iii) until the occurrence of a Release Condition as provided in Paragraph 10.3.2 (Source Code Release Conditions);

(iv) permit third party access to the System Software, the Documentation, and the Source Code, or any part thereof, as necessary or appropriate for County fully to enjoy the rights granted under this Agreement, including the provision of Maintenance and Support Services, customizations or other support of the System; provided however, that without limiting the use rights set forth in Paragraph 10.2.1(i), County agrees to refrain from exercising its rights under this Paragraph 10.2.1(iv) unless and until the occurrence of a Release Condition as provided in Paragraph 10.3.2 (Source Code Relase Conditions).

(v) use, modify, copy and publish the Documentation as may be necessary or appropriate for County to enjoy fully its rights under this Agreement; and

(vi) reproduce and use a reasonable number of copies of the System Software: (1) by County and permitted assignees for archive and backup purposes; and (2) by County for the use of permitted assignees, so long as all copies of the System Software contain the proprietary notices appearing on the copies initially furnished to County by Contractor.

10.3 Source Code

10.3.1 Escrow of Source Code

Contractor shall deposit with Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") in electronic media the Source Code for all Application Software under the source code escrow agreement incorporated by reference as Exhibit T (Three-Party Escrow Service Agreement). In addition, Contractor also shall deposit with Iron Mountain the Source Code for any Enhancements of all Application Software promptly after delivery to County, for any reason whatsoever, of the corresponding Object Code. Contractor's duty to deposit the Source Code with Iron Mountain shall continue throughout the Term and Contractor shall keep all Source Code for the System Software,

other than Third Party Software, current and equivalent to the System Software, other than Third Party Software, then being executed by County.

Except as provided in Paragraph 10.3.3 (County's Right to Verify Source Code), Iron Mountain shall hold the Source Code in strict confidence and will not release Source Code to County unless one of the conditions described in Paragraph 10.3.2 (Source Code Release Conditions) has occurred which would permit County to obtain and to use the Source Code as provided in Paragraphs 10.2.1(iii) and 10.2.1(iv).

10.3.2 Source Code Release Conditions

Upon the occurrence of any one of the following events (collectively referred to as "Release Conditions"), County shall have the right to exercise its License rights provided in Paragraphs 10.2.1(iii) and 10.2.1(iv), at no additional cost to County:

(i) The occurrence of an event that would give rise to County's ability to terminate pursuant to Paragraph 31 (Termination for Insolvency);

(ii) Contractor fails to provide Updates of any Application Software module adding new functionality or significantly improving existing functionality within twenty-four (24) months from the previous new release or version;

(iii) Contractor ceases to support any Application Software module without making arrangements permitted pursuant to Paragraph 11 (Prohibition Against Delegation and Assignment; Continuous Product Support) for continued support by a qualified person or organization;

(iv) Contractor ceases to do business without a permitted successor, or if there is such a successor, before such successor commences to continue Contractor's business; or

(v) Contractor ceases to provide, or otherwise breaches its Maintenance and Support Services obligations pursuant to Paragraph 4.4 (Maintenance and Support Services and Hosting Services).

In the event of a claim to the Source Code under Paragraph 10.3.2(iii), then County shall provide Contractor with a written notice outlining the facts upon which County bases its claim that a Release Condition has occurred. Contractor may contest County's right to use the Source Code pursuant to the procedures set forth in Paragraph 59 (Dispute Resolution Procedure), other than judicial proceedings as provided in Paragraph 59.9. If the dispute resolution procedures result in disagreement between Contractor's President and Director as to whether a basis exists for any claim by County to the Source Code, and Director continues to believe that such a basis does exist, then Director may, in Director's sole discretion, give notice of such belief to Contractor, in which event County may, at any time on or after a date that is seven (7) days after the giving of such notice, utilize any or all of the Source Code in the manner set forth in Paragraphs 10.2.1(iii), 10.2.1(iv) and 10.3.4 (Possession and Use of Source Code) below.

10.3.3 County's Right to Verify Source Code

Regardless of whether one of the Release Conditions occurs, County shall have the right, with the joint participation of the Contractor, to verify annually the relevance, completeness, currency, accuracy, and functionality of the Source Code by, among other things, compiling the Source Code

and performing test runs for comparison with the Application Software other than Third Party Software.

10.3.4 Possession and Use of Source Code

Subject to the provisions of Paragraphs 10.2.1(iii) and 10.2.1(iv), in the event that Source Code is released under the terms of the third party escrow agreement, Source Code obtained by County under the provisions of this Agreement shall remain subject to every License restriction, proprietary rights protection, and other County obligation specified in this Agreement. County may use Source Code for the sole purpose as it is Licensed hereunder. When Source Code is not in use, County agrees to keep such Source Code in a locked, secure place. When Source Code resides in a central processing unit, County shall limit access to its authorized County Staff who have a need to know in order to support the System.

11. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT; CONTINUOUS PRODUCT SUPPORT

11.1 Limitation on Assignment. Contractor shall not have any right to, and shall not, assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment or delegation without such consent (which consent shall not be unreasonably withheld) shall be voidable at County's sole discretion. For purposes of this Paragraph 11, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties, including by the Board. Any payments by County to any delegate or assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

11.2 Changes of Control. Shareholders, partners, members or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein, at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with the applicable provisions of this Agreement.

11.3 Continuous Product Support. If (i) Contractor assigns this Agreement in accordance with Paragraph 11 (Prohibition Against Delegation and Assignment; Continuous Product Support), or (ii) Contractor sells, assigns, or transfers its interest in the System in accordance with Paragraph 9.4 (Further Warranties), and in either case, subsequent to such event, the System is not supported to at least the same level that Contractor supported the System as determined by County's Project Director (because, for example, Contractor's assignee chooses to support other products with similar functions), or, (iii) Contractor markets a successor software product which replaces the System Software, and with the consent of County in its sole discretion, and upon Contractor's twenty-four (24) months written request to County, ceases to provide Maintenance and Support Services for such System Software during the Term (each of conditions (i), (ii), and (iii) referred to as a "Successor Event"), then County, at its sole option, may elect to transfer the License to another similar product ("Replacement Product") within Contractor's or its assignee's or successor's product offering. County will receive a credit towards the purchase of new licensed software in the amount of the license fee paid by Licensee, reduced by one sixtieth (1/60) for each full month from the date of Final System Acceptance of the Licensed Programs, until the date of termination. The assignee or successor, if applicable, by taking benefit (including acceptance of any payment under this Agreement) shall be

deemed to have ratified this Agreement. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product, including Contractor's obligations in respect of warranties and Maintenance and Support Services. In addition, the following terms and conditions shall apply if County elects to transfer the License to a Replacement Product:

11.3.1 Any prepaid Maintenance and Support Fees for the System shall transfer in full force and effect for the balance of the Replacement Product's Maintenance and Support Services term (or equivalent service) at no additional cost. If the prepaid moneys are greater than the Replacement Product's Maintenance and Support Fee for the same term, the credit balance shall be applied to future Maintenance and Support Fees or returned to County, at County's option. Under no circumstances is County obligated to pay Maintenance and Support Fees in excess of the amounts expressly agreed hereunder and set forth in Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements);

11.3.2 Any and all modules offered separately, and needed to match the original System Software level of functionality, as determined by County's Project Director shall be supplied by Contractor's assignee or successor without additional cost or penalty, and shall not affect the calculation of any Maintenance and Support Fees;

11.3.3 Contractor will provide at no additional cost to the County up to a maximum of one hundred (100) Working Day(s) of training on any replacement product. The County understands that additional implementation and training services may be required;

11.3.4 All License terms and conditions shall remain as granted herein with no additional fees imposed on County; and

11.3.5 The definition of System Software shall then mean the Replacement Product.

12. WARRANTY AGAINST CONTINGENT FEES

12.1 Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

12.2 For breach of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INDEPENDENT CONTRACTOR STATUS

13.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

13.2 County shall have no liability or responsibility whatsoever for providing to, or on behalf of, all persons, including Contractor's agents, employees, and Subcontractors, performing work pursuant to this Agreement, all compensation and benefits and have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local

taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

13.3 Contractor understands and agrees that all persons performing Work pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor or the applicable Subcontractor and not employees of County. Contractor and each applicable Subcontractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation and benefits to, or on behalf of, persons performing Work pursuant to this Agreement. Contractor and its applicable Subcontractors shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any persons as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Agreement.

13.4 Notwithstanding the provisions of this Paragraph 13, the employees and agents of Contractor shall, while on the premises of County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

13.5 Contractor shall provide to County an executed Contractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement, attached hereto as Exhibit G, for each of its employees performing Work under this Agreement. Such Agreement shall be delivered to County's Department of Human Resources, Health, Safety and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010, on or immediately after the execution of this Agreement by County's Board of Supervisors, but in no event later than the date any such employee first performs Work under this Agreement.

14. SUBCONTRACTING

14.1 County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 14. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement, upon which County may immediately terminate this Agreement. For purposes of this Agreement, any purchase of goods (including, non-customized software) by Contractor where the vendor of the goods is not providing any services shall not be considered a subcontract.

14.2 If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include:

14.2.1 The reason(s) for the particular subcontract.

14.2.2 A detailed description of the work to be performed by the proposed Subcontractor.

14.2.3 Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including references and a statement of qualifications.

14.2.4 A detailed description of the Contractor's prior relationship with the proposed Subcontractor, including an explanation of previous projects of the same scope and complexity.

14.2.5 A draft copy of the proposed subcontract.

14.2.6 A certificate of insurance from the proposed Subcontractor.

14.2.7 Any other information and/or certifications requested by County.

14.3 County's Project Director will review Contractor's request to subcontract and determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

Contractor may submit a request that does not contain the materials required under Paragraphs 14.2.4 and 14.2.6, for the limited purpose of exploring County's view toward the particular request, but any response by County to any Contractor request which did not include all of the items set forth in Paragraph 14.2 shall be advisory only and not binding on County.

CONTRACTOR UNDERSTANDS AND AGREES THAT COUNTY CANNOT GIVE FULL CONSIDERATION TO ANY REQUEST THAT DOES NOT CONTAIN ALL OF THE ITEMS SET FORTH IN PARAGRAPH 14.2, AND ACCORDINGLY THAT CONTRACTOR HAS NO RIGHT TO RELY ON ANY SUCH ADVISORY RESPONSE EVEN IF SUCH RESPONSE STATES OR IMPLIES THAT CONTRACTOR MAY RELY ON IT.

COUNTY'S RIGHT TO APPROVE, OR WITHHOLD ITS APPROVAL OF, ANY SUBCONTRACT REQUEST UPON SUBMISSION BY CONTRACTOR OF A REQUEST WHICH INCLUDES ALL OF THE ITEMS SET FORTH IN PARAGRAPH 14.2 SHALL NOT BE LIMITED IN ANY WAY WHATSOEVER BY ANY ADVISORY RESPONSE, INCLUDING ANY OBLIGATION BY COUNTY TO ACT REASONABLY AND/OR IN GOOD FAITH IN GIVING ANY ADVISORY RESPONSE, NOTWITHSTANDING ANY IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING OR OTHER LEGAL PRINCIPLE.

14.4 Contractor's proposed subcontract, shall be consistent with this Agreement, and shall not reduce or limit County's rights or benefits hereunder. It is essential to County's willingness to permit any subcontracting that with respect to any subcontract and the performance, obligations, liabilities or responsibilities being subcontracted to that Subcontractor thereunder, the results and benefits to County are no less than if Contractor itself discharged such performance, obligations, liabilities or responsibilities.

Contractor understands and agrees that no provision of any subcontract entered into by Contractor, whether or not a copy of such subcontract is provided to, or reviewed or approved by, County, shall alter this Agreement, nor reduce, release, waive or relieve Contractor's responsibilities, obligations or liabilities under this Agreement, nor reduce, waive or limit County's rights or benefits under this Agreement. The foregoing shall not be construed as prohibiting Contractor from including in any subcontract any remedy against the Subcontractor that overlaps, in whole or in part, with any remedy of County against the Subcontractor, so long as County can be put in the same (or better) position by exercise of the particular remedy against Contractor as County would be against the Subcontractor.

14.5 Contractor shall Indemnify the County Indemnitees in accordance with Paragraph 15.1 (General Indemnification), from and against any and all Liabilities in any way arising from or related to Contractor's use of any Subcontractor, including any officers, employees, or agents of any Subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement. Further, Contractor's indemnities and agreements to defend and hold harmless County as set out in this Agreement shall apply with respect to the activities of each

Subcontractor in the same manner and to the same degree as if such Subcontractor is Contractor's employee.

14.6 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under this Agreement, the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allowableness or appropriateness of any cost or payment under this Agreement.

14.7 In the event that County consents to any subcontracting, such consent shall be subject to County's right to withdraw such consent when such Subcontractor is deemed by County to be in material breach of its subcontract or this Agreement. If County does withdraw its approval, County shall give written notice to Contractor of such withdrawal. From the time of such notice forward (but not retroactive to the time prior to such notice during which County's approval of the subcontracting was in effect), Contractor shall have no right to use such Subcontractor (unless and until, if ever, County re-approves such Subcontractor). County shall not be liable or responsible in any way to Contractor, to any Subcontractor, or to any officers, employees, or agents of Contractor or any Subcontractor, for any Liabilities in any way arising from or related to County's exercise of such rights, except that Contractor shall have the right to seek equitable indemnification by County if County's withdrawal of approval is found to be wrongful.

14.8 In the event that County consents to any subcontracting, such consent shall be subject to County's prior and continuing approval rights with regard to Contractor's staff as set forth in Paragraph 3.3 (Approval of Contractor's Staff). County shall not be liable or responsible in any way to Contractor, to any Subcontractor, or to any officers, employees, or agents of Contractor or any Subcontractor, for any Liabilities in any way arising from or related to County's exercise of such rights.

14.9 In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 14 or a blanket consent to any further subcontracting.

14.10 County's Project Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 14, including consenting to any subcontracting or the replacement thereof.

14.11 Contractor shall deliver to County's Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 14, on or immediately after the Effective Date of the subcontract but in no event later than the date any Work is performed under the subcontract.

14.12 In the event that County consents to any subcontracting, Contractor shall obtain and provide to County's Project Director, both of the following:

14.12.1 An executed Subcontractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement in a form acceptable to County for each of Subcontractor's employees performing work under the subcontract. Such agreements shall be delivered to County's Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee performs work under the subcontract.

14.12.2 Certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by County, and Contractor shall ensure delivery of all such documents to County's Project Director before any Subcontractor employee may perform any work hereunder.

14.12.3 Any other information reasonably requested by County.

14.13 In the event that County consents to any subcontracting, Contractor shall cause the Subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by all and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of this Agreement and any amendment hereto as it relates to or affects the Work performed by Subcontractor hereunder.

15. INDEMNIFICATION, INSURANCE, AND PERFORMANCE SECURITY

15.1 General Indemnification

For the purpose of this Agreement, to "Indemnify" means to indemnify, defend and hold harmless from and against any and all alleged or actual liability (whether arising under a theory of contract, statute, strict liability, product liability, common law, tort, equity or otherwise), including in each case all damages, losses, demands, claims, actions, fees, costs, fines, penalties, and expenses (including reasonable attorney's fees, legal, accounting, and other expert witness, consulting and professional fees, costs of electronic legal research, costs of factual investigation and investigators, other defense costs, and all costs of enforcing such indemnity), collectively hereinafter referred to as "Liabilities". Contractor shall Indemnify County, and its elected and appointed officers, officials, County Staff, and agents (the "County Indemnitees") from and against any and all Liabilities in any way arising from, connected with or related to Contractor's, Subcontractors', or any of their respective agents', employees', officers', directors' or shareholders' breach of this Agreement, the performance or nonperformance of the System, or acts, errors or omissions in the performance of Work or provision of products or services by Contractor or any Subcontractor hereunder. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 15 shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County, such approval not to be unreasonably withheld. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law and this Agreement, County shall be entitled to reimbursement for all such costs and expense. In addition, Contractor shall not have the right without County's prior written approval, which will not be withheld unreasonably, to enter into any settlement, enter any plea of guilt or nolo contendere, agree to any injunction or make any admission, in each case, on behalf of County without County's prior written approval which will not be withheld unreasonably, other than a monetary judgment against County Indemnitees, which monetary judgment shall be covered by and within the policy limits of Contractor's insurance obligations under this Agreement and which shall be fully satisfied by a one-time monetary payment.

15.2 Intellectual Property Indemnification

15.2.1 Contractor shall Indemnify the County Indemnitees in accordance with Paragraph 15.1 (General Indemnification) from and against any and all Liabilities for or by reason of any actual or alleged infringement of any patent or copyright, any actual or alleged trade secret disclosure or misappropriation, or any other intellectual property rights of any third party, in each case arising from or related to the System or its use under this Agreement, or the operation and utilization of Contractor's or any Subcontractor's Work under this Agreement (hereafter collectively

referred to as "Infringement Claim(s)"). Contractor shall have no obligation to County under this Paragraph 15.2 to the extent any Infringement Claim is caused by use by County of the System in a manner that is in material noncompliance with the Specifications and other applicable Documentation.

15.2.2 Without limiting the foregoing, in the event County's Project Director becomes aware that ongoing use of the System or any Component(s) thereof are the subject of any Infringement Claim that might preclude or impair County's use of the System or any System Component (e.g., injunctive relief), or that County's continued use of the System or any System Component may subject it to punitive damages or statutory penalties or other costs or expenses, County shall give written notice to Contractor of such facts. Upon notice of such facts or upon independent determination thereof by Contractor, Contractor shall, at no cost to County, defend, hold harmless and indemnify, including payment of legal fees, County and County Personnel from any Claim that any of the Licensed Programs supplied or services performed by Contractor infringes the copyright, patent or other intellectual property rights of a third party. If the Licensed Programs are adjudicated as infringing, or a Court of competent jurisdiction orders that County cease and desist from using the Licensed Programs, then, Contractor will, at its own expense, exercise the first of the following remedies that is practicable: (i) obtain for County the right to continue to use the Licensed Programs consistent with this Agreement; (ii) modify the Licensed Programs so they are non-infringing and in compliance with this Agreement; or (iii) replace the Licensed Programs, or other affected Licensed Programs, with non-infringing ones that comply with this Agreement.

Contractor will have no obligation to indemnify County or County Personnel for any claim that any of the Licensed Programs infringes the intellectual property rights of a third party, to the extent that such claim arises as a result of County's unauthorized modification of the Licensed Programs, provided that in the absence of the unauthorized modification, the Licensed Programs are not the cause of such Claim.

If Contractor fails to complete the remedial acts set forth above within forty-five (45) days of the date of the written notice from County, County shall have the right to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of the System or System Components or Liabilities, or any damages or other costs or expenses (hereinafter referred to as "County's Remedial Acts"). Contractor shall promptly reimburse County for all amounts paid and all direct and indirect Liabilities and other costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts and costs within ten (10) days of invoice by County shall, in addition to, and cumulative with all other remedies entitle County to immediately withhold payments due to Contractor under this Agreement up to the total of the amounts and costs paid in connection with County's Remedial Acts.

The parties agree that the provisions of this paragraph are the sole and exclusive remedies of County with respect to infringement of any patent or copyright or trade secret disclosure or misappropriation, or infringement of any other intellectual property rights of any third party, but without prejudice to the County's ability to recover for Transition Services under Paragraph 35.2.

15.3 Privacy Breach

15.3.1 This provision applies to any Liabilities of County in any way arising from, connected with or related to Contractor's, its Subcontractors', or any of their respective agents', employees', officers', or directors' breach of its obligations under this Agreement resulting in an unauthorized acquisition of computerized data that compromises the security, confidentiality or integrity of personal information ("Privacy Breach").

15.3.2 Contractor agrees to designate County as an Additional Insured under its Professional Liability/Errors and Omissions policy.

15.3.3 Contractors indemnity obligations for Privacy Breach will be limited to Three Million Dollars ($3,000,000) provided that if the Liabilities result from the negligence or willful misconduct of Contractor, its Subcontractors', or any of their respective agents', employees', officers', or directors Contractor's indemnity liability will not be so limited. In the event Contractor receives any funds from a policy of insurance on account of the Privacy Breach, the proceeds shall be applied by Contractor first, to cover any Liabilities of County on account of a Privacy Breach that exceeds Contractor's Indemnity obligation and then to any separate costs or damages incurred by Contractor.

In addition, should Contractor recover funds by way of damages or restitution from a third party responsible for the cause of such a Privacy Breach, such funds will also be applied first, to reimbursement of any fees and expenses (including attorney fees) incurred by Contractor in the prosecution of its claim against such third party, then, to any Liabilities of County on account of a Privacy Breach that exceeds Contractor's Indemnity obligation, and finally, to any other costs or damages incurred by Contractor.

15.3.4 In the event of a Privacy Breach, County shall investigate promptly, with the full cooperation of Contractor, the circumstances surrounding the Privacy Breach, in order to determine whether Contractor, its Subcontractors', or any of their respective agents', employees', officers', or directors' negligence or willful misconduct contributed to the Privacy Breach. In the event Contractor disagrees with that determination, it may challenge that determination under the dispute resolution procedures in the Agreement, but Contractor will not delay remedial measures or withhold indemnification payments to County pending the resolution of that dispute.

15.4 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 15.4 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

15.4.1 Evidence of Coverage and Notice to County:

(i) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

(ii) Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

(iii) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall

match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars ($50,000.00), and list any County required endorsement forms.

(iv) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 7th Floor
Los Angeles California 90005
Attention: Robert Greenless

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

15.4.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

15.4.3 Cancellation of Insurance

Contractor shall provide to County written notice of any cancellation of the Required Insurance within forty-eight (48) hours of receipt of a cancellation notice from its insurer.

15.4.4 [Intentionally Omitted]

15.4.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

15.4.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

15.4.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

15.4.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

15.4.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses conditioned upon County's determination of changes in risk exposure. Such bond shall be executed by a corporate surety licensed to transact business in the State of California. County reserves the right to review and adjust the required provisions conditioned upon County's determination of changes in risk exposure.

15.4.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

15.4.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

15.4.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

15.4.13 Alternative risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

15.4.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

15.5 Insurance Coverage Requirements

15.5.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

COVERAGE	LIMIT
General Aggregate	$2 million
Products/Completed Operations Aggregate	$1 million
Personal and Advertising Injury	$1 million
Each Occurrence	$1 million

15.5.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy from CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

15.5.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

15.5.4 Unique Insurance Coverage

(i) Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $8 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

(ii) Property Coverage

Contractor given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

15.6 Performance Security Requirements

Within fifteen (15) days of the Effective Date, and in any event prior to commencing any Work under this Agreement, Contractor shall obtain and provide to County evidence satisfactory thereto, of performance security in respect of its obligations under this Agreement. Such surety shall be provided by the following form, as approved by County in its sole discretion, and shall be conditioned upon faithful performance and satisfactory completion of all Work hereunder by Contractor until the expiration of the System Warranty Period:

Letter of Credit (LOC). An irrevocable LOC, shall be in a form acceptable to County, payable to County upon demand in an amount of at least One Million, Five Hundred Thousand Dollars ($1,500,000). Such LOC shall comply with minimum criteria and standards established by County in its sole discretion and shall be maintained until the expiration of the System Warranty Period.

15.7 Failure to Maintain Insurance and Performance Security

Failure by Contractor to maintain the required insurance and performance security, or to provide evidence thereof acceptable to County, shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any costs advanced by County for such insurance.

16. RECORDS RETENTION AND INSPECTION/AUDIT SETTLEMENT

16.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement provided such access rights do not constitute an unlawful invasion of the privacy rights of any Contractor employee and would not in the reasonable opinion of Contractor subject Contractor to legal liability. All such material, including, all financial records, time cards and other employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County,

then, at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location within Los Angeles County or (b) pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location outside of Los Angeles County.

16.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise specifically regarding this Agreement, then Contractor shall file a copy of such audit report with County's Auditor-Controller and County's Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to Paragraph 19 (Public Records Act), County shall make a reasonable effort to maintain the confidentiality of such audit reports.

16.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 16 shall constitute a material breach of this Agreement upon which County may immediately terminate this Agreement.

16.4 Beginning one (1) year after the Effective Date and every year thereafter, until the expiration or termination of this Agreement, Contractor shall submit to County a complete set of financial statements for the preceding fiscal year, which shall be no more than eighteen (18) months old at the time of submission to County. Such statements shall be prepared in accordance with the generally accepted accounting principles, and at a minimum, include a balance sheet, and income statement. If audited statements are available, they shall be submitted to meet this requirement. In addition, Contractor shall submit a statement regarding any pending litigation since the Contractor last reported same to County. County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing.

17. COUNTY AUDIT SETTLEMENTS

If, at any time during or after the Term, representatives of County conduct an audit of Contractor regarding the Work performed under this Agreement, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Contractor (including without limitation due to credits to County accrued pursuant to Paragraph 7.3 (Credits to County)), then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the sole option of Director, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Contract Sum identified in Paragraph 7 (Contract Sum) or the funds appropriated by County for the purpose of this Agreement, whichever is less.

18. FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(i) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve-month period with a related organization (as

that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

19. PUBLIC RECORDS ACT

19.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 16 (Records Retention and Inspection/Audit Settlement) of this Agreement; as well as those documents which were required to be submitted in response to the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

19.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", Contractor agrees to indemnify and hold harmless County from all costs and expenses, including reasonable attorneys' fees, in action or liability arising under the Public Records Act.

20. CONFIDENTIALITY

20.1 General

Except to the extent otherwise expressly provided in this Agreement or by applicable law, Contractor shall strictly maintain the confidentiality of all records, data and information obtained as a result of or in connection with its performance of this Agreement, including events or circumstances which occur during the course of Contractor's performance hereof, the terms and conditions of this Agreement, County Materials, personally identifiable information regarding any patient, relative or guardian of a patient, customer, insurer or payor to, service provider to or resident of County, data processed using or converted or imported into the System, data comprising output of or resulting from use of the System, Contractor or County billings to each other or any third party, County records, any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County, and other nonpublic federal, state, or County information (collectively "Confidential County Data"). Contractor shall inform all of its officers, employees and agents providing Work hereunder, as well as all Subcontractors, of the confidentiality provisions of this Agreement, and shall furthermore limit its disclosures of Confidential County Data in each case to only those employees, agents and Subcontractors as need to know the information in order to fully perform this Agreement.

20.2 Disclosure of Information

20.2.1 With respect to any Confidential County Data, Contractor shall (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to County all requests for disclosure of any such information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (iv) at the expiration or termination of this Agreement, return all such information in all media to County, or, at County's election, maintain such records and

information for a period of three (3) years according to reasonable written procedures provided to Contractor by County for this purpose at such time.

20.2.2 In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County's Project Director. Thereafter Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

20.2.3 Contractor hereby acknowledges the right of privacy of all persons as to whom there exists any Confidential County Data. Contractor shall protect, secure and keep confidential all Confidential County Data in compliance with all federal, state, County and local laws, rules, regulations, ordinances, guidelines and directives, relating to confidentiality and information security (including any breach of the security of the System, such as any unauthorized acquisition of Confidential County Data that compromises the security, confidentiality or integrity of personal information), including California Civil Code Section 1798.82 and the Privacy and Security Regulations. Further, Contractor shall take all reasonable actions necessary or advisable to protect all Confidential County Data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County's Project Director, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be at the sole discretion of and subject to the prior approval of County's Project Director.

20.3 Access to County Systems; Use of Portable Devices and Media

Without limiting Contractor's other obligations hereunder, Contractor agrees to comply in full with Board policy 6.101 – Use of County Information Technology Resources, and Board policy 6.110 – Protection of Information on Portable Computing Devices, and all other applicable Los Angeles County Board of Supervisors and Department policies and procedures pertaining to information security, or the use of or access to Confidential County Data or County information technology or other resources.

20.4 Use of County Name

20.4.1 In recognizing Contractor's need to identify its services and related clients to sustain itself, County will not inhibit Contractor from publishing its role under this Agreement within the following conditions:

20.4.2 Contractor shall develop all publicity material in a "first class" and professional manner.

20.4.3 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director, which shall not be unreasonably withheld.

20.4.4 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with County, provided that the requirements of this Paragraph 20 shall apply.

20.5 This Provision Not Applicable to Certain Information

Notwithstanding any other provision of this Agreement, either party may disclose information about the other which (i) is lawfully in the public domain at the time of disclosure, (ii) is disclosed with the prior written approval of the party to which such information pertains, or (iii) is required by law to be disclosed.

20.6 Indemnification

Contractor shall indemnify, defend, and hold harmless County Indemnitees in accordance with Paragraph 15.1 (General Indemnification) from and against any and all Liabilities arising from any disclosure of such records and information by Contractor, its officers, employees, Subcontractors or agents, except for any disclosure authorized by this Paragraph 20.

20.7 Injunctive Relief

Contractor acknowledges that a breach or threatened breach by Contractor of this Paragraph 20 may result in irreparable injury to County or its residents, patients, parents, guardians, customers or taxpayers that may not be adequately compensated by monetary damages, and that, in addition to County's other rights under this Paragraph 20 and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 20, without the posting of bond of other security.

21. PROPRIETARY CONSIDERATIONS

21.1 Contractor and County agree that without limiting Contractor's intellectual property rights in the System Software, in the event that County requires delivery of any physical media by written demand of County, that County shall own, all right, title, and interest in the physical media through which the System Software and any other Work performed by or on behalf of Contractor is thereupon delivered to County in accordance with its written demand, in any form whatsoever, including the physical media through which the Source Code is held on deposit in escrow (collectively, the "Physical Materials").

21.2 Contractor and County agree that all plans, reports, Acceptance Test criteria, Acceptance Test plans, the Detailed Work Plan, departmental procedures and processes, Deliverables (other than System Software or Third Party Software and software documentation Deliverables), data, and other written information (collectively, "County Materials") developed under this Agreement for delivery to County and all copyrights, patent rights, trade secret rights, moral rights and other proprietary rights therein shall be the sole property of County, and Contractor hereby assigns and transfers to County all Contractor's right, title, and interest in and to all such County Materials developed under this Agreement, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor. Notwithstanding the foregoing (i) the above assignment shall not apply to any pre-existing Contractor copyright, patent, trade secret, moral rights or other proprietary right in or to the extent any such right is included or embodied in County Materials, which pre-existing rights have been licensed to County pursuant to the License, and (ii) nothing in this Agreement shall prohibit Contractor from creating, on behalf of other customers or for itself, without obligation to County, any of the above-mentioned items even if such items are substantially similar, or identical to, County Materials.

21.3 Upon request of County, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title, and interest in and to the Physical Materials and the County Materials,

including, all copyrights, patents, trade secret rights, moral rights and other proprietary rights. County shall have the right to register all copyrights and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's right, title, and interest, including, copyrights and patents, in and to the County Materials.

21.4 As requested in writing by County's Project Director, Contractor shall affix the following notice to County Materials developed under this Agreement: "Copyright 20__ (or such other date of first publication),, County of Los Angeles. All Rights Reserved" (or such other applicable year of first development or publication). Contractor shall affix such notice as directed by County.

21.5 During the Term and for five (5) years thereafter, and without limiting Contractor's obligations under Paragraphs 20 (Confidentiality) and 73 (Contractor's Obligations As A Business Associate Under HIPAA and HITECH Act), Contractor shall maintain and provide security for all Contractor's working papers prepared under this Agreement, and to protect such working papers from loss or damage by any cause, including fire and theft. County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein, for County purposes only.

21.6 Any and all Physical Materials and County Materials which are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL". Without limiting the foregoing obligation of Contractor to mark proprietary and confidential material, County recognizes that the System Software is proprietary and confidential.

21.7 Subject to Paragraph 19 (Public Records Act), County will use reasonable means to ensure that Contractor's proprietary and confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute, or disclose to non-County entities (other than outside counsel or consultants subject to non-disclosure agreements or obligations) Contractor's proprietary and confidential material, including the Application Software, without the prior written permission of Contractor or as required by law or pursuant to Paragraph 59 (Dispute Resolution Procedure).

21.8 Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

21.8.1 Any Contractor's proprietary and/or confidential items not plainly and prominently marked with restrictive legends required pursuant to Paragraph 21.6;

21.8.2 Any Physical Materials and County Materials covered under Paragraphs 21.1, or 21.2; and

21.8.3 Any disclosure of any County Materials or Physical Materials which County is required to make under the California Public Records Act or otherwise by law.

21.9 Contractor understands and agrees that it does not, by virtue of this Agreement or otherwise, acquire any rights whatsoever with respect to any of the data or information placed into, used within, or resulting from the use of, the System, and that as between Contractor and County, County is and shall remain the sole and exclusive owner of all such data or information.

22. COMPLIANCE WITH APPLICABLE LAW

Contractor's activities in the performance of this Agreement, including the System and all other Work provided hereunder, shall comply with all applicable federal, state laws and regulations (and in the case of local laws and regulations in order to meet Specifications and System Performance Requirements), ordinances, rules, regulations, manuals, guidelines, policies, procedures and directives applicable to its performance hereunder, including without limitation the ADA and the Privacy and Security Regulations, and furthermore with all applicable Certification Commission for Healthcare Information Technology (CCHIT), Title IV – Health Information Technology for Economic and Clinical Health (HITECH) Act, and MHSA Capital Facilities and Technological Needs Guidelines and regulations, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Contractor shall have up to thirty (30) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, policies, procedures and directives following written notice from County thereof. Contractor shall indemnify, defend, and hold harmless County Indemnitees in accordance with Paragraph 15.1 (General Indemnification) from and against any and all Liabilities arising from or related to any violation on the part of Contractor, its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, guidelines, policies, procedures or directives.

23. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County Indemnitees in accordance with Paragraph 15.1 (General Indemnification) from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under, any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees or agents or employees or agents of any Subcontractor for which County may be found jointly or solely liable.

24. NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

24.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.

24.2 Contractor shall certify to, and comply with, the provisions of Exhibit H (Contractor's EEO Certification).

24.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

24.4 Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

24.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

24.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 24 when so requested by County.

24.7 If County finds that any of the provisions of this Paragraph 24 have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

24.8 Without limiting Contractor's indemnification obligations or County's other remedies hereunder, the parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement during the course of its performance of this Agreement or with respect to personnel assigned to perform under this Agreement, County shall, at its option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

25. COMPLIANCE WITH JURY SERVICE PROGRAM

25.1 This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit S (Jury Service Ordinance).

25.2 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 25.3) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

25.3 For purposes of this Paragraph 25, "Employee" means any California resident who is a full-time employee of Contractor or any Subcontractor, and "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Agreement, the Subcontractor shall also be subject to the provisions of this Paragraph 25. The

provisions of this Paragraph 25 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

25.4 If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

25.5 Contractor's violation of this Paragraph 25 may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

26. EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).

Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees in accordance with Paragraph 15.1 (General Indemnification) from and against any and all Liabilities arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

In the event Contractor fails to comply with the provisions of this Paragraph 26, County may, in its sole discretion, terminate this Agreement in default in accordance with Paragraph 32 (Termination for Default).

27. WAIVER

No breach by Contractor of any provision of this Agreement can be waived except in writing by the Board. No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Without limitation of the foregoing, County may deduct from amounts otherwise payable to Contractor hereunder County's uncompensated damages for Contractor's breach of any provision

hereof. The preceding sentence is intended only as a clarification of County's remedies in the event of breach, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims pursuant to Paragraph 59 (Dispute Resolution Procedure).

28. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California) for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. As with respect to claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

29. SEVERABILITY

If any provision of this Agreement is adjudged void invalid, or illegal for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of this Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deemed deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

30. HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or persuade any employee of the other (including Contractor's Project Director, Contractor's Project Manager, and all County Staff), to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform work described in this Agreement, in the event that: (1) County has the right to terminate this Agreement pursuant to Paragraph 31 (Termination for Insolvency), (2) this Agreement is terminated by County due to Contractor's default pursuant to Paragraph 32 (Termination for Default), (3) Contractor and County have followed the dispute resolution procedure set forth in Paragraph 59 (Dispute Resolution Procedure), and have otherwise exhausted other administrative remedies, if any, as determined by County, or (4) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the System. Nothing in this Paragraph shall limit either party's employees from responding to a job opening that is publicly posted by the other party, nor limit the posting party from hiring such employee.

31. TERMINATION FOR INSOLVENCY

31.1 County may terminate this Agreement immediately at any time following the occurrence of any of the following:

31.1.1 Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of

business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County.

31.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code.

31.1.3 The appointment of a receiver or trustee for Contractor.

31.1.4 The execution by Contractor of a general assignment for the benefit of creditors.

31.2 The rights and remedies of County provided in this Paragraph 31 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

31.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, such Section 365(n) (including, the right to continued use of all source and Object Code versions of the System Software and related Documentation), and shall not interfere with the rights and benefits of County as provided therein. Furthermore, failure by County to assert its rights to "retain its benefits" under the Agreement pursuant to 11 U.S.C. § 365(n)(1)(B) shall not be construed by either Party or by a court as a termination of the Agreement by County under 11 U.S.C. § 365(n)(1)(A). The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

32. TERMINATION FOR DEFAULT

32.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

32.1.1 If Contractor fails to perform or provide any Work within the times specified (i) in this Agreement, including the applicable notice and/or cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have fifteen (15) days to cure prior to termination under this Paragraph 32.1.1), provided that nothing in this Paragraph 32.1.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in this Agreement); or

32.1.2 Immediately upon notice to Contractor if on two (2) separate occasions in any single calendar month, or more than eight (8) times in the aggregate, during the Term, if Contractor fails to timely correct a Deficiency pursuant to the service level of support set forth in Exhibit D (Service Level Requirements); or

32.1.3 If Contractor fails to perform or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of fifteen (15) days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure; provided that (i) Contractor shall not be entitled to

any cure period, and County may terminate immediately, in the case of a failure to successfully and timely complete any Key Deliverable, including any Milestone, or in the event that Contractor's failure to perform or comply is not reasonably capable of being cured, and (ii) that the above cure periods shall in no way apply to the calculation of the credits to County described in Paragraph 7.3 (Credits to County). If, pursuant to the preceding sentence, County has terminated this Agreement without providing a cure period, and subsequently a final determination is made that the default was capable of being cured, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 34 (Termination for Convenience).

32.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 31 (Termination for Insolvency) or this Paragraph 32, then:

32.2.1 County shall have the right, for all Users, and to the extent necessary to continue operations, to continued use of all Object Code versions of the System Software for the remainder of the term of the System Software license granted to County pursuant to Paragraph 10.2 (License), and County shall have the right to allow County Staff, Contractors and all Users to utilize all such Object Code versions and related Documentation;

32.2.2 County shall have the rights set forth in Paragraphs 10.2 (License) and 10.3 (Source Code) to access and use the Source Code as set forth therein, including the right to modify all source and Object Code versions of the System Software after such time as one of the Release Conditions has occurred which would permit County to use the Source Code;

32.2.3 County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services, and other work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all costs reasonably incurred by County, to procure and furnish such similar goods, services, and other work subject to reduction for amounts that would have been, (but were not) paid to Contractor if the System had been completed and accepted. By way of illustration only:

(i) Example 1: Assume that the total anticipated System cost and Contractor's maximum liability is Twenty Million Dollars ($20,000,000). Further assume County has made payments to Contractor totaling Nine Million Dollars ($9,000,000). Contractor defaults and County incurs costs of Twenty-Six Million Dollars ($26,000,000) to acquire a replacement for the System. Since the County did not pay Contractor the full Twenty Million Dollars ($20,000,000), County has avoided costs of Eleven Million Dollars ($11,000,000). Contractor is liable to County for Fifteen Million Dollars ($15,000,000) (i.e., Twenty Six Million Dollars ($26,000,000) less Eleven Million Dollars ($11,000,000)).

(ii) Example 2: Same assumptions as Example 1, but County incurs costs of Thirty-Five Million Dollars ($35,000,000) to acquire a replacement for the System. Again, the County has avoided costs equal to Eleven Million Dollars ($11,000,000). As Contractor's maximum liability in this scenario is Twenty Million Dollars ($20,000,000), Contractor is liable to the County for Twenty Million Dollars ($20,000,000) (i.e., Thirty Five Million Dollars ($35,000,000) less Eleven Million Dollars ($11,000,000) equals Twenty-Four Million Dollars ($24,000,000), but Twenty-Four Million Dollars ($24,000,000) is greater than Twenty Million Dollars ($20,000,000)).

32.2.4 Contractor and County shall continue the performance of this Agreement to the extent not terminated under the provisions of Paragraph 31 (Termination for Insolvency) and/or this Paragraph 32; and

32.2.5 Contractor shall comply with the requirements of Paragraph 35 (Post-Termination Procedure), including but not limited to performing transition services as set forth in Paragraph 35.2 (Transition Services) at Contractor's expense.

32.3 Except with respect to defaults of any Subcontractor(s), Contractor shall not be liable for excess costs as set forth in Paragraph 32.2.3, if its failure to perform this Agreement arises out of fires, floods, epidemics, quarantine restrictions, other Acts of God, strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or services from other sources. As used in this Paragraph 32.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

32.4 If, after County has given notice of termination under the provisions of this Paragraph 32, it is determined by County that Contractor was not in default under the provisions of this Paragraph 32, or that the default was excusable under the provisions of this Paragraph 32, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 34 (Termination for Convenience).

32.5 The rights and remedies of County provided in this Paragraph 32 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

32.6 Except as set forth in Paragraph 32.2.3 above, and excepting Contractor's indemnity obligations in this Agreement, in no event will either party be liable to the other for any incidental, consequential, punitive, or exemplary damages (including damages related to loss of business or profits or revenue), even if the party has been advised of the possibility of such damages and regardless of whether any remedy fails of its essential purpose. Notwithstanding the foregoing, in no event shall County be prohibited from recovering damages arising from or related to loss of data, unavailability of the Licensed Programs or the System, replacement costs, or transition related damages.

Except for Contractor's indemnity obligations in this Agreement, the cumulative liability of Contractor to County for any actual or alleged damages arising out of Contractor's performance or non-performance of this Agreement, whether based upon breach of contract, tort (including negligence), warranty or any other legal theory, will not exceed Twenty Million, Six Hundred Thousand Dollars ($20,600,000).

33. TERMINATION FOR IMPROPER CONSIDERATION

County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, County Staff, or other County agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement, or the making of any determinations with respect to Contractor's performance pursuant hereto. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer or County Staff to solicit such improper consideration. The report shall be made either to a County manager charged with the supervision of the County Staff or to County Auditor Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861 or via Internet at www.lacountyfraud.org.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

34. TERMINATION FOR CONVENIENCE

34.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent, provided that in the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 32 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such determination.

34.2 In the event of a termination or partial termination pursuant to this Paragraph 34, Contractor shall comply with the requirements of Paragraph 35 (Post-Termination Procedure), including but not limited to performing transition services as set forth in Paragraph 35.2 (Transition Services).

34.3 For the avoidance of doubt, County's rights to completed Work (and to any Work continuing in the event of a partial termination) shall be unaffected in the event of a termination under this Paragraph 34. By way of example and without limiting County's other rights hereunder, this includes:

34.3.1 County shall have the right, for all Users, and to the extent necessary to continue operations, to the continued use of all Object Code versions of the System Software for the remainder of the term of the System Software license granted to County pursuant to Paragraph 10.2 (License), and County shall have the right to allow County Staff, Contractors and all Users to utilize all such Object Code versions and related Documentation; and

34.3.2 County shall have the rights set forth in Paragraphs 10.2 (License) and 10.3 (Source Code) to access and use the Source Code as set forth therein, including the right to modify all source and Object Code versions of the System Software after such time as one of the Release Conditions has occurred which would permit County to use the Source Code.

34.4 Nothing in this Paragraph 34 shall be deemed to prejudice any right of Contractor to make a claim against County in accordance with applicable law and regular County procedures for payment for work performed through the effective date of County's termination of this Agreement for convenience.

34.5 For a period of five (5) years after final settlement under this Agreement, Contractor shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

35. POST-TERMINATION PROCEDURE

35.1 General. Upon receipt of a notice of termination from County, or otherwise at the end of the Term, and except to the extent otherwise expressly directed by County, in addition to those obligations set forth in Paragraph 32 (Termination for Default) and elsewhere in this Agreement, Contractor shall:

35.1.1 Stop Work under this Agreement on the date and to the extent specified in such notice if applicable;

35.1.2 Allow County to excercise its rights to use the License on a royalty free basis.

35.1.3 Return to County all County Materials and County Confidential Data that relate to that portion of the Agreement and work terminated by County;

35.1.4 Transfer title and deliver to County all other completed Work and Work in process not including title as described in 35.1.2 above; and

35.1.5 Complete performance of such part of the Work as shall not have been terminated by such notice on a timely basis and otherwise fully in accordance with Agreement.

35.2 Transition Services. Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System or an equivalent system, and that a failure to satisfy such obligations could result in irreparable injury to County and the patients and other entities it serves. Contractor agrees that upon notice of termination of this Agreement, or otherwise commencing one hundred and twenty (120) days prior to the natural expiration hereof, Contractor shall perform transition services as set forth in Task 11.0 (System Close-Out/Shut-Down) of the Statement of Work, and shall invoice County for such transition services determined in accordance with the rate for Fixed Price Professional Services as set forth in Exhibit C (Price and Schedule of Payments), in accordance with a transition plan to be agreed upon, in advance, by County's Project Director and Contractor's Project Director. Contractor further agrees that in the event County terminates the Agreement for any breach by Contractor (e.g., pursuant to Paragraphs 32 (Termination for Default) or Paragraph 33 (Termination for Improper Consideration) or for breach of Contractor's warranty against infringement in the event that the remedies under Paragraph 15.2 are not timely provided to County by Contractor)), Contractor shall perform all such transition services at its own expense. In connection with the provision of any transition services pursuant to this Paragraph 35.2, Contractor shall provide to County's Project Director, on request by County's Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

35.3 Nothing in this Paragraph 35 shall be deemed to prejudice any right of Contractor to make a claim against County in accordance with applicable law and regular County procedures for payment for Work performed through the effective date of County's termination of this Agreement for convenience.

36. NOTICE OF DELAYS

In the event Contractor determines at any time that failure, delay or inadequacy of performance of any of County's obligations or decisions and directions by County with regard to the conduct or management of the Work hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following

such determination (and without limiting Contractor's obligation of prompt notification, in any event within fifteen (15) days following such determination), notify County's Project Director in writing, which notice shall specify in reasonable detail: (1) any alleged failure, delay or inadequacy of performance by County and (2) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including, any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred. In the event that Contractor fails to fulfill any of its obligations in a timely manner as a direct result of a failure, delay or inadequacy of performance of any of County's obligations after timely written notice to County by Contractor of such failure, delay or inadequacy of performance, then the date for Contractor's completion of such obligation may be appropriately extended, as determined in the sole discretion of County's Project Director in accordance with Paragraph 6.6. Contractor shall take all reasonable actions to mitigate or reduce any delays. In the event Contractor fails to notify County in writing of any alleged failure, delay or inadequacy of performance in a timely manner as set forth in this Paragraph 36, Contractor shall not be entitled to rely upon such alleged failure, delay or inadequacy of performance for any purpose whatsoever, including, but not limited to, as a purported justification for either: (1) claiming that Contractor is entitled to receive any additional payments from County hereunder or (2) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph 36 shall not be interpreted or construed as expanding in any manner or to any extent the financial obligations of County under this Agreement.

37. CONFLICT OF INTEREST

37.1 No County Staff whose position with County enables such person to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such County Staff, shall be employed in any capacity by Contractor or any Subcontractor have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor or any Subcontractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

37.2 Contractor and all Subcontractors shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

37.3 Failure by Contractor to comply with the provisions of this Paragraph 37 shall constitute a material breach of this Agreement.

38. DAMAGE TO COUNTY PROPERTY

38.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County Facilities, buildings or grounds caused by Contractor or employees, agents or Subcontractors of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the earlier of discovery by Contractor or notice to Contractor of discovery by County.

38.2 Contractor at its own cost, shall repair, cause to be repaired, or replace at County's sole discretion, any and all County property that is damaged by Contractor, or employees or agents of Contractor including any Subcontractor, directly or indirectly including but not limited to System

Software, hardware, office machines, office equipment, and/or furniture. Such repairs or replacements shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the earlier of discovery by Contractor or notice to Contractor of discovery by County.

38.3 If Contractor fails to make timely repairs pursuant to this Paragraph 38, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due to Contractor from County under this Agreement.

39. UNLAWFUL SOLICITATION

Contractor shall inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

40. OTHER PROVIDERS

Contractor acknowledges that Contractor is not necessarily the exclusive provider to County of the System and related services as described hereunder or otherwise, and that County has, or may enter into, contracts with other providers.

41. RESOLICITATION OF BIDS OR PROPOSALS

41.1 Contractor acknowledges that, prior to the expiration or earlier termination of this Agreement, County, in its sole discretion, may exercise its right to invite bids or request proposals for the continued provision of the goods and services delivered or contemplated under this Agreement. DMH shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DMH policies.

41.2 Contractor acknowledges that County, in its sole discretion, may enter into a contract for the future provision of goods and services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

42. CONTRACTOR'S OFFICES

Contractor's business offices are located at 3500 Sunrise Highway, Suite D-122, Great River, NY 11739. Contractor shall notify in writing Department of Mental Health, Chief Information Office Bureau, 695 South Vermont Avenue, 7th Floor, Los Angeles, California, 90005, of any change in its business address at least ten (10) days prior to the Effective Date thereof.

43. VALIDITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision, unless the essential purposes of this Agreement shall be materially impaired thereby.

44. RESTRICTIONS ON LOBBYING

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

To the extent Federal funds are to be used to pay for a portion of Contractor's Work under this Agreement, Contractor shall also fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its Subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

45. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the Effective Date to perform the Work set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the Term.

46. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

47. NONDISCRIMINATION IN SERVICES

47.1 Contractor shall not discriminate in the provision of Work hereunder because of race, color, religion, national origin, ancestry, sex, age, physical or mental handicap, marital status, sexual orientation or political affiliation in accordance with all applicable requirements of federal and state law. For the purpose of this Paragraph 47, discrimination in the provision of Work may include, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

47.2 Contractor shall ensure that recipients of Work under this Agreement are provided such Work without regard to race, color, religion, national origin, ancestry, sex, age, condition of physical or mental handicap, marital status, sexual orientation, or political affiliation.

48. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee will perform Work hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, whether prescribed or otherwise, which might impair such person's physical or mental performance.

49. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that the services offered by the Department are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or its Subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

50. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (CSCP) (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Service Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

51. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 50 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 32 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

52. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department ("CSSD") will supply Contractor with the poster to be used.

53. DELIVERY AND RISK OF LOSS

Contractor shall bear the full risk of loss due to total or partial destruction of the System as follows:

53.1 In the case of any System Component to be installed by County, until such item has been unloaded by the carrier at the destination County Facility and signed for by County; and

53.2 In the case of any System Component to be installed by Contractor or any third party, until such item is installed at its respective designated County Facilities, and approved by County, except that County shall bear the full risk of any damage or destruction of any item of System Software which occurs commencing at the time such item has been unloaded by the carrier at the destination site and signed for by County, and ending at the time Contractor or third party commences to unpack the item at the respective designated site.

54. ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, will be granted access to County Facilities, subject to Contractor's prior notification to County's Project Director, for the purpose of executing Contractor's obligations hereunder. Access to County Facilities shall be restricted to normal business hours on Working Days. Access to County Facilities outside of normal business hours and on other than Working Days must be approved in writing in advance by County's Project Director, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights in County Facilities. While present at County Facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Director.

55. COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County will, subject to County's standard administrative and security requirements, provide Contractor with office space and equipment, as determined in the sole judgment of County's Project Director, at County Facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor or any Subcontractor or their respective personnel or agents. Contractor shall comply with County safety and security policies and practices while on County property.

56. SYSTEM USE

Following installation by Contractor and prior to Final System Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the System, without

any additional cost to County where County determines that it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Final System Acceptance.

57. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditations, and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to Contractor's services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents, and Subcontractors who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to Department of Mental Health, Chief Information Office Bureau, 695 South Vermont Avenue, 7th Floor, Los Angeles, California, 90005.

58. PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County Facility without the prior written approval of Director, County's Project Director, County's Project Manager, and County's Director of Internal Services Department, in their sole discretion. Any such alterations without the requite approval may, at County's discretion, be treated as damage pursuant to Paragraph 38 (Damage to County Property).

59. DISPUTE RESOLUTION PROCEDURE

59.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 59. Time is of the essence in the resolution of disputes.

59.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County, in its sole discretion, determines should be delayed as a result of such dispute.

59.3 If Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, exercised in good faith, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

59.4 If County fails to continue without delay to perform its responsibilities under this Agreement which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

59.5 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

59.6 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to the parties' respective Project Directors (with a copy to the Director) for further consideration and discussion to attempt to resolve the dispute.

59.7 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's Vice President or General Manager and County's Chief Deputy Director, Department of Mental Health. These persons shall have ten (10) days to attempt to resolve the dispute.

59.8 In the event that Contractor's Vice President or General Manager and County's Chief Deputy to the Director are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's President and the Director. These persons shall have ten (10) days to attempt to resolve the dispute.

59.9 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.

59.10 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all four (4) levels described in this Paragraph 59, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

59.11 Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement pursuant to Paragraph 31 (Termination for Insolvency), Paragraph 32 (Termination for Default), Paragraph 33 (Termination for Improper Consideration), Paragraph 34 (Termination for Convenience), or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Paragraphs 21 (Proprietary Considerations) and 20 (Confidentiality), shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

60. NEW TECHNOLOGY

Contractor and County acknowledge the probability that the technology applicable to the System will change and improve during the Term. County desires the flexibility to incorporate into the System new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Manager of all such new technologies. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling, and price of the System. County, at its sole

discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the System pursuant to the provisions of Paragraph 6 (Change Notices and Amendments). For clarity, nothing in this Paragraph 60 is intended to limit Contractor's obligations in respect of Maintenance and Support Services.

61. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall include the Agreement number as assigned by County and, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, or (3) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

Director shall have the authority to issue all notices or demands which are required or permitted by County under this Agreement.

To County:

(1) Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 7th Floor
Los Angeles, CA 90005
Facsimile: (213) 736-9360

(2) Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 11th Floor
Los Angeles, CA 90005
Attn: Jay Patel, Chief, Enterprise Applications/County's Project Director
Facsimile: (213) 252-8884
E-mail: jpatel@dmh.lacounty.gov

(3) Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 11th Floor
Los Angeles, CA 90005
Attn: Adrina Moreno, County's Project Manager
Facsimile: (213) 252-8884
E-mail: amoreno@dmh.lacounty.gov

To Contractor:

Netsmart Technologies, Inc.
3500 Sunrise Highway, Suite D-122
Great River, NY 11739
Attn: Tony Grisanti, Chief Financial Officer
Facsimile: (631) 968-2123
E-mail: tgrisanti@ntst.com

Each party may change the names of the people designated to receive notices pursuant to this Paragraph 61 by giving written notice of change to the other party, subject to County's right of approval in accordance with Paragraph 3.3 (Approval of Contractor's Staff).

62. NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

63. MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality or district of the State at prices below those set forth in this Agreement, then such lower prices shall be extended immediately to County. County shall have the right to utilize a County auditor to verify Contractor's compliance with this Paragraph 63 by review of Contractor's books and records.

64. MOST FAVORED COUNTY DEPARTMENT OR AGENCY

This provision applies only to the software products and services listed in the Exhibits to this Agreement and included in the description of the System, Application Software, and System Software. Contractor will make available to County departments and agencies, under the same general terms and conditions of this Agreement, or any other software product or service that is generally available to its customers, now or in the future, subject to any changes that are needed to address the terms on which that specific software or service is marketed to customers (e.g., pricing, duration of use, or similar product or service specific terms).

65. COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all terms and performance standards of this Agreement. Deficiencies or other failures or delays in Contractor's performance hereunder which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement, in whole or in part, or impose other penalties as specified in this Agreement.

66. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

67. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of arm's length negotiation between Contractor and County. Each party has had the opportunity to receive advice from independent counsel of its own choosing, by Timothy M. Donovan, Esq., in the case of Contractor, and Andrea Sheridan Ordin, County Counsel, by Jose Silva, Esq., Deputy County Counsel and outside counsel, Eric Clarke, Esq., in the case of County. This Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party.

68. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal earned income credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

69. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor shall notify Director within thirty (30) days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County Indemnitees in accordance with Paragraph 15.1 (General Indemnification) harmless against any and all Liabilities County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health program.

Failure by Contractor to meet the requirements of this Paragraph 69 shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

70. CONTRACTOR RESPONSIBILITY AND DEBARMENT

70.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the terms of the Agreement. It is County's policy to conduct business only with responsible contractors.

70.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code (see Exhibit Q (Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance) and Exhibit O (Listing of Contractors Debarred in Los Angeles County)), if County acquires information concerning the performance of Contractor on this or in other agreements

which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with the County.

70.3 County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any material term of an agreement with County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County or any other public entity, or nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

70.4 If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

70.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

70.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

70.7 If Contractor has been debarred for a period longer than five (5) years, then Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that such Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

70.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the requesting contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

70.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

70.10 These terms shall also apply to Contractor's Subcontractors, consultants and partners of Contractor performing work under this Agreement.

70.11 Exhibit O (Listing of Contractors Debarred in Los Angeles County) provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

71. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any Subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the Term of this Agreement, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

72. ASSIGNMENT BY COUNTY

This Agreement may be assigned in whole or in part by County, without the further consent of Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform County's obligations under this Agreement.

73. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT

County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, and regulations promulgated thereunder, including without limitation the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") codified at 45 C.F.R. Parts 160 and 164 (collectively the "Privacy and Security Regulations"). Under this Agreement, Contractor provides, and County receives Work which provides Contractor with access to Protected Health Information as such term is defined in the Business Associate Agreement attached hereto as Exhibit M (Business Associate Agreement). Contractor understands and agrees that its Work hereunder subjects Contractor and any applicable Subcontractors to the requirements of the Privacy and

Security Regulations and the HITECH Act, and covenants, represents, and warrants that each of them shall execute and strictly comply with the terms of the Business Associate Agreement.

74. PURCHASING RECYCLED-CONTENT BOND PAPER

Consistent with County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in the services to be performed by Contractor under this Agreement.

75. AUTHORIZATION WARRANTY

Contractor and the undersigned representative thereof hereby each represent and warrant that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

76. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the suspension, expiration or other termination of this Agreement, or for any service provided in an area of terminated or suspended activity after any partial termination or suspension of this Agreement in such area except in each case to the extent expressly provided herein. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of the Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

77. SAFELY SURRENDERED BABY LAW

77.1 Notice To Employees Regarding The Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit L (Safely Surrendered Baby Law) of this Agreement and is also available on Internet at www.babysafela.org for printing purposes.

77.2 Contractor's Acknowledgment Of County's Commitment To The Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. A copy of such poster is set forth in Exhibit L (Safely Surrendered Baby Law). The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

78. CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF TOTAL CONTRACT SUM (UNDER CONTRACT PROVISION)

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this event, Contractor shall send written notification to County's Project Director.

79. BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year and any subsequent fiscal year during the Term of this Agreement (including any extensions), and the Work to be provided by Contractor under this Agreement shall also be reduced correspondingly at the direction of County's Project Director. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board of Supervisors approval of such actions. Except as set forth in this Paragraph 79, Contractor shall continue to perform all of the Work set forth in this Agreement.

80. TIME IS OF THE ESSENCE

Time is of the essence in Contractor's performance of this Agreement.

81. SURVIVAL

In addition to any provisions relating to indemnification obligations of any party hereunder, the provisions in the following Paragraphs shall survive the expiration or termination of this Agreement for any reason:

4.3	Unapproved Work
8.8	County's Right to Withhold Payments
9	Warranty
9.7	Third Party Software
10	Ownership of the System and License
15	Indemnification, Insurance and Performance Security
16	Records Retention and Inspection/Audit Settlement
17	County Audit Settlements
18	Federal Access to Records
20	Confidentiality; Disclosure of Information
21	Proprietary Considerations
22	Compliance with Applicable Law
23	Fair Labor Standards
24	Nondiscrimination, Affirmative Action, and Assurance of Compliance with Civil Rights Laws
26	Employment Eligibility Verification
28	Governing Law, Jurisdiction, and Venue
29	Severability
30	Hiring of Employees
31	Termination for Insolvency
32	Termination for Default
33	Termination for Improper Consideration

34	Termination for Convenience
36	Notice of Delays
56	System Use
59	Dispute Resolution Procedure
62	No Third Party Beneficiaries
73	Contractor's Obligations as a Business Associate Under HIPAA and HITECH Act
75	Authorization Warranty
76	No Payment for Services Provided Following Expiration/Termination of Agreement

82. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

82.1 This Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

82.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

82.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

82.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(i) Pay to the County any difference between the Agreement amount and what the County's costs would have been if the contract had been properly awarded;

(ii) In addition to the amount described in subdivision (i), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and

(iii) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

83. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

83.1 This Agreement is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

83.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulent obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

83.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

83.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

(i) Pay to County any difference between the Agreement amount and County's costs would have been if the Agreement had been properly awarded;

(ii) In addition to the amount described in subdivision (i), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and

(iii) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and County's Office of Affirmative Action Compliance (OAAC) of this information prior to responding to a solicitation or accepting a contract award.

83.5 **Local Small Business Enterprise (SBE) Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

84. FORCE MAJEURE

84.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or any other cause that is beyond the reasonable control of such party, but in every such case the failure to perform must be totally beyond the reasonable control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

84.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to

meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

84.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

85. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

85.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

85.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of this Agreement will maintain compliance, with the Los Angeles County Code Chapter 2.206.

86. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 85 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Mayor, Board of Supervisors, and Contractor has caused this Agreement to be subscribed in its behalf by it duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

CONTRACTOR

NETSMART TECHNOLOGIES, INC.

By: _____
Signature

Joseph McGovern
Print Name

Executive Vice President
Title

13-3680154
Contractor Taxpayer Identification Number

(AFFIX CORPORATE SEAL HERE)

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By: _____

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By: _____
Jose Silva
Deputy County Counsel

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EXHIBIT A

STATEMENT OF WORK

FOR AN

INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM (IBHIS)

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Capitalized terms used in this Exhibit A without definition herein shall have the meanings given to such terms in the body of the Agreement or Exhibit D (Service Level Requirements).

DEFINED TERMS

The following definitions apply to capitalized terms used in this Exhibit A.

"Checkwrite" shall mean a file created for processing of payment to Fee-for-Service (as defined below) providers that are based on state approval.

"Electronic Data Interchange" or "EDI" shall mean a set of standards for structuring information to be electronically exchanged between and within businesses, organizations, government entities and other groups.

"Fee-for-Service" shall mean a funding mechanism whereby a provider is reimbursed based on services.

"Medicare Fiscal Intermediary" shall mean private insurance companies that serve as the federal government's agent in the administration of the Medicare program, including the administration of claims payment.

"Project Management Methodology" or "PMM" shall mean a highly detailed description of the procedures and planning activities to be followed in a project life cycle and may include forms, charts, checklists, and templates that promote the delivery of quality products meeting the terms and requirements of the Agreement.

1.0 SCOPE OF WORK

Without limiting the more detailed descriptions set forth in the subsequent sections of this Statement of Work and otherwise in the Agreement, Contractor's Work hereunder shall include the following, in each case in full accordance with the Agreement, this Statement of Work and otherwise with the Specifications:

1.1 Contractor shall perform and provide all services, products and other Work to install, set-up, configure, integrate, train County Staff to use, and otherwise deploy and implement Contractor's Application Software as set forth in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements). Any proposed assignment or utilization of County Staff for any Work hereunder must be pre-approved in writing by County's Project Manager in his or her reasonable discretion.

1.2 Contractor shall perform, complete and deliver all Tasks, Deliverables, goods, services and other Work as set forth below or in any attached or referenced document, in full compliance with this Statement of Work. Such Tasks and Deliverables shall include all Custom Programming Modifications, Conversions, Interface development, training, tests, System cutover and System close-out/shut-down services set forth or referenced herein. Also defined in this Statement of Work are those Tasks that involve participation of both Contractor and County. Except to the extent expressly specified as an obligation of County, Contractor shall perform all Tasks and provide all Deliverables set forth herein.

1.3 Contractor's Project Manager (and other Contractor staff member's to the extent reasonably requested by County) shall be present at and participate in project related meetings and reviews as set forth herein and as requested by County so as to increase Contractor's understanding of County's business processes and assist Contractor in analyzing, validating and making recommendations which facilitate the completion of project activities. Such recommendations by Contractor shall include, without limitation, recommending practices for business solutions which incorporate County's functional and technical requirements into the System's configuration and recommending System utilization guidelines that increase User productivity and efficiencies.

1.4 The System will operate in Contractor's Hosting Environment in accordance with Exhibit D (Service Level Requirements).

1.5 The Application Software shall provide functionality as set forth in Exhibit B (Technical Solution Requirements) and otherwise in accordance with the Specifications, including but not limited to:

1.5.1 Clinical functionality to support the delivery of mental health services provided by County Staff;

1.5.2 Client accounting, claims processing and administrative functionality to support the Department's role as a provider of mental health services; and

1.5.3 Administrative claims processing functionality to support the Department's role as a health plan administrator and payor for mental health services delivered via Contract Providers.

1.6 Contractor shall assist County in implementing a subset of County's programs, services and Interfaces using all Application Software purchased from Contractor for two (2) pilot tests as described in Task 10.0 (System Cutover) of this Statement of Work.

1.7 Contractor shall provide technical consultative support to the County Staff responsible for Application Software configuration and administration throughout all System implementation Tasks to support County in its implementation and roll-out of the System. The implementation Tasks may include, but are not limited to, Application Software administration, data Conversion and System cutover.

1.8 The System will be accepted in accordance with Task 10.3 (Final System Acceptance) only upon successful completion of one (1) pilot test using a fully functional, completely integrated System and procedural processing package that meets the requirements and legal mandates of County, while addressing all Specifications set forth in the Agreement.

1.9 **System Deficiencies**

Defined in this Statement of Work are Tasks and Deliverables which require the installation, configuration and testing of Contractor's System and Contractor's Work to develop Interfaces and Conversion programs for Production Use. Contractor shall provide County with System Maintenance and Support Services and Hosting Services prior to the commencement of Production Use as described in Paragraph 4.4 (Maintenance and Support Services and Hosting Services) of the Agreement. Contractor shall furthermore use corrective measures in accordance with Exhibit D (Service Level Requirements) to correct errors, malfunctions or problems which result in the System not performing as described in this Section 1.9 and the Specifications, requirements and standards set forth in this Agreement.

1.9.1 In all cases prior to Production Use, County's Project Manager or his/her designee, in such person's sole judgment, will determine the priority level of a Deficiency and designate it as Level I or Level II Priority, as defined below for purposes of monitoring timely resolution. Upon Contractor's discovery of Deficiency, Contractor shall in each case, promptly obtain County's priority level, which shall be determined by County's Project Manager or his/her designee.

A. "Level I Priority" means any non-cosmetic Deficiency.

B. "Level II Priority" means any cosmetic Deficiency (excluding, for the avoidance of doubt, any Deficiency in appearance which otherwise affects available functionality of the System).

1.9.2 All Level I Priority Deficiencies shall be corrected in accordance with this Section 1.9 as a condition precedent to the completion and Acceptance of Task 8.0 (System Tests) and Task 9.3 (Conduct Data Conversion Test) of this Statement of Work and prior to Contractor's cutover of the System to Production Use as set forth in Task 10.0 (System Cutover) of this Statement of Work.

1.9.3 At County's sole discretion, correction of a Deficiency can be deferred if County determines the impact does not impair the next stage of the project or does not impact initiating Task 10.0 (System Cutover). Any such election must be in writing and specifically include the Production Use Priority Level in respect of such Deficiency and the required resolution time and date after which Service Credits in accordance with the normal procedures set forth in Section XI (Service Credits) to Exhibit D (Service Level Requirements) will begin to accrue.

2.0 DOCUMENT TOOLS AND FORMATTING

Contractor shall comply with County's Project Management Methodology (PMM) and shall document and utilize County's existing project management templates, reporting tools and software or templates, tools or software otherwise agreed to by County to report all Work. Contractor shall deliver all Work in accordance with this Statement of Work as soon as available electronically (in a file format acceptable to County) unless otherwise indicated as follows:

A. The Detailed Work Plan – using County project management standards in accordance with Task 1.3 (Develop and Present Detailed Work Plan) - must additionally be provided in a hard copy format, if requested by County;

B. All status reports and other Deliverable documents – in both a hard copy format and an electronic copy delivered via e-mail; and

C. All System Documentation and Training materials – will be delivered electronically in a file format acceptable to County (such acceptable formats including MS-Office® and Adobe® PDF files).

3.0 TASKS AND DELIVERABLES

Contractor's Work hereunder shall include the Tasks and Deliverables set forth below, in each case performed in accordance with the requirements set forth in this Statement of Work. The ordering of the Tasks and Deliverables, except where otherwise expressly indicated, is not

intended to convey any required sequence of Contractor's performance, and it is expected that Contractor, in its Detailed Work Plan, will order and intersperse the performance and delivery of these Tasks and Deliverables so as to most efficiently and effectively deploy the System in accordance with County's requirements and Specifications. Some Tasks and Deliverables may be performed in phases or multiple times for different aspects or parts of the System implementation and this scheduling of Work shall in each case be set forth in Contractor's Detailed Work Plan.

TASK 1.0 – PROJECT PLANNING

Task 1.1 – Project Planning

Throughout the Term of the Agreement, under the direction of County's Project Director, Contractor shall work collaboratively with County's Project Manager during the planning and development of County's IBHIS project work plan. Contractor's planning (and implementation Work) as set forth in the Detailed Work Plan and otherwise shall include all project activities for the application delivery, configuration, integration, testing, training, Conversion, System cutover, pilot tests and System close-out phases of the project.

The results from any planning and strategy meetings between County Staff and Contractor shall be documented by Contractor, who shall provide such reports to County's Project Manager within five (5) Working Days of said meetings.

DELIVERABLE 1.1 – PROJECT PLANNING

Contractor shall deliver the planning results from all meetings between County Staff and Contractor to County's Project Manager in accordance with Task 1.1 (Project Planning).

Task 1.2 – Contractor Staff

Contractor shall create and submit a detailed staffing plan with a description of the primary roles and responsibilities of Contractor's project staff members and provide a project team organization hierarchical box structure depicting Contractor's implementation project team and reporting relationships.

Contractor shall identify work space and equipment needs for Contractor's project staff requiring access to County's work space and network computers at the capacity of a full time staff equivalent. County shall make reasonable accommodations, as determined by County in its sole discretion, for Contractor's project staff with regards to work space and network computers.

Contractor shall submit for County's review and written approval, resumes of proposed Contractor personnel for primary project team roles which describe experience and qualifications to perform all services and Work to which they will be assigned. Resumes shall not exceed three (3) pages per staff member, shall describe staff's experience for the role assigned and shall include:

A. The proposed role;

B. Work experience, including dates (i.e., month and year) of employment;

C. Relevant education and training, including dates, institution name(s) and location(s); professional certifications and college degrees; and

D. References for a minimum of three (3) projects which contain the company's name; the contact's name, position, title and current phone number; the project name, with a brief description of the project and staff member's specific assignment, role and responsibilities.

Contractor will not be responsible for the performance of County personnel. However, Contractor shall manage Contractor staff and address Contractor staffing and personnel matters in a timely manner. Contractor shall coordinate with County's Project Manager to ensure that all Tasks, Deliverables, goods, services and other Work are performed in a timely manner. County may request Contractor to remove specific Contractor personnel at any time when the County determines Contractor personnel do not fulfill the requirements of the Work in accordance with Paragraph 3.3 (Approval of Contractor's Staff) of the Agreement.

County will not unreasonably withhold approval of key Contractor staff nor will the County request the removal of Contractor staff from the project without reasonable cause or justification.

DELIVERABLE 1.2 – CONTRACTOR STAFF

Contractor shall submit a detailed staffing plan, resumes and references of proposed Contractor personnel; and a project team organization hierarchical box structure; and shall identify work space and equipment needs for Contractor's project staff requiring access at the capacity of a full time staff equivalent in accordance with Task 1.2 (Contractor Staff).

Task 1.3 – Develop and Present Detailed Work Plan

Contractor shall develop and electronically submit the Detailed Work Plan using the most recent version of Microsoft® Project currently used in the Department in accordance with Paragraph 4.6 (Delivery and Acceptance of Detailed Work Plan) of the Agreement.

The Detailed Work Plan shall include, without limitation, the following elements:

A. Project Milestones and Key Deliverables;

B. Statement of Work Tasks and Deliverables and the detailed lower level Tasks which will comprise each Task set forth in this Statement of Work;

C. Sequencing and linking of key dependencies between Tasks;

D. Contractor resource assignment and suggested County assignment, to include in each case the quantity and type of resources and distinguishing between suggested County and designated Contractor resources for all Tasks and Deliverables;

E. Duration to complete Tasks in eight (8) hour Working Day increments; and

F. Baseline start and end dates.

DELIVERABLE 1.3 – DETAILED WORK PLAN – Key Deliverable

Contractor shall submit a Detailed Work Plan in accordance with Task 1.3 (Develop and Present Detailed Work Plan) for County's review and approval.

TASK 2.0 – PROJECT STATUS REPORTS

Commencing from the Effective Date through Final System Acceptance, Contractor's Project Manager shall evaluate project results and provide written status reports to County's Project Manager in the format described in Attachment A.2 (Project Status Report) to this Statement of Work or a format otherwise agreed to by County, on a monthly basis by the thirtieth (30^{th}) Working Day of each calendar month for the previous month's activities. The status reports shall compare actual progress to-date against Contractor's Detailed Work Plan approved by County and report any start date and end date variances. Contractor's Project Manager shall furthermore meet in person at least weekly with County's Project Manager and be prepared to discuss the content of the monthly report and any changes in project status, and it is anticipated that meetings between Contractor's Project Manager and County's Project Manager may occasionally be required more frequently in relation to IBHIS project activities.

Contractor's progress on all Tasks and Deliverables set forth in the Detailed Work Plan shall be tracked using the most recent version of Microsoft® Project currently used in the Department and shall include:

A. Actual start and end dates;

B. Start date and end date variances; and

C. A separate notation of County's review and Acceptance of each Deliverable.

A hardcopy of this progress against the Detailed Work Plan shall be attached to each Project Status Report prepared by Contractor. Contractor shall report at the weekly status meetings and be prepared to discuss in detail any project risks or issues identified as part of the quality assurance process. As part of project management, County may conduct a proactive vendor independent review of the project's progress and quality to ensure that County realizes the maximum benefit from the System.

DELIVERABLE 2.0 – PROJECT STATUS REPORTS

Contractor's Project Manager shall prepare Project Status Reports in accordance with Task 2.0 (Project Status Reports) not less than monthly. At not less than weekly status meetings with Contractor's Project Manager, Contractor shall discuss the report, as well as any changes since the last report, and discuss progress against the Detailed Work Plan provided with the Project Status Reports.

The first Project Status Report shall be presented to County's Project Manager twenty (20) Working Days following the Effective Date.

TASK 3.0 – ESTABLISH HOSTING ENVIRONMENT, DELIVER AND LOAD SOFTWARE

Task 3.1 – Establish Hosting Environment

Contractor shall (1) prepare Contractor's Primary Data Center and Secondary Data Center; (2) provide a dedicated network, such that all dedicated network data traffic is secured for County's use only; and certify in writing to County that a dedicated network has been established; (3) provide remote access for County to monitor the Hosting Environment, network connectivity, and System performance through a System administration portal

provided by Contractor; (4) certify to County in writing that the Hosting Environment has been prepared for the installation of the Application Software; and (5) provide Hosting Services as described in Exhibit D (Service Level Requirements) and Paragraph 4.4.1(ii) of this Agreement.

DELIVERABLE 3.1 – ESTABLISH HOSTING ENVIRONMENT

The following deliverables shall be completed in accordance with Task 3.1 (Establish Hosting Environment) and Exhibit D (Service Level Requirements) and reimbursed pursuant to Exhibit C (Price and Schedule of Payments):

DELIVERABLE 3.1.1 – PREPARE DATA CENTER

Contractor shall prepare Contractor's Primary Data Center and Secondary Data Center.

DELIVERABLE 3.1.2 – PROVIDE DEDICATED NETWORK

Contractor shall provide and certify to County in writing that a dedicated secured network has been established for County's use only.

DELIVERABLE 3.1.3 – PROVIDE SYSTEM ADMINISTRATION PORTAL

Contractor shall provide remote access to County to the Hosting Environment through a System administration portal.

DELIVERABLE 3.1.4 – CONFIRM HOSTING ENVIRONMENT IS ESTABLISHED

Contractor shall certify to County in writing that the Hosting Environment has been established.

DELIVERABLE 3.1.5 – PROVIDE HOSTING SERVICES

Contractor shall provide Hosting Services to County.

Task 3.2 – Deliver Application Software and Documentation and Establish Early Project Environment

Contractor shall provide in writing a list of all System Software identified in the Agreement, and shall certify that all System Software has been received by Contractor's Primary and Secondary Data Centers. Contractor shall furthermore deliver all Documentation to County, within twenty (20) Working Days of the Effective Date, with the exception of Interfaces and Custom Programming Modifications to be developed later in the Term. Furthermore, such Documentation shall fully contain all System Software functionality and data definitions. Documentation for end-users shall be in the format of on-line help. Contractor shall establish an early project development environment to conduct initial implementation Work described in this Exhibit A.

DELIVERABLE 3.2 - APPLICATION SOFTWARE DELIVERY

Contractor shall deliver all System Software to Contractor's Primary and Secondary Data Centers and shall deliver all Documentation to County, other than Interfaces and Custom Programming Modifications, in accordance with Task 3.2 (Deliver Application Software and

Documentation and Establish Early Project Environment) and shall certify in writing and provide to County a list of all such System Components delivered.

DELIVERABLE 3.2.1 – EARLY PROJECT DEVELOPMENT ENVIRONMENT

Contractor shall establish an early project development environment in accordance with Task 3.2 (Deliver Application Software and Documentation and Establish Early Project Environment).

Task 3.3 – Load Baseline Application Software

Contractor shall load Baseline Application Software and configure to operate with County's network. Contractor shall configure Baseline Application Software to create each of the development, production, training and testing environments at Contractor's Primary and Secondary Data Centers. Prior to configuration of synchronized Application Software and DBMS replication activities between Contractor's Primary and Secondary Data Centers in accordance with Task 3.4 (Synchronize for Application and Database Replication), Contractor shall (a) minimally configure Baseline Application Software so as to test and successfully demonstrate to County's Project Manager the connectivity of the application to the DBMS, and (b) test and successfully demonstrate User access to the Application Software from the County's network to the Contractor's Primary and Secondary Data Centers. Furthermore, Contractor shall demonstrate and confirm to County that each Component of the Baseline Application Software operates in accordance with Specifications. Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) as set forth in this Statement of Work.

DELIVERABLE 3.3 – LOAD BASELINE APPLICATION SOFTWARE – Key Deliverable

Contractor will certify in writing that the Baseline Application Software has been loaded, configured, tested and successfully demonstrated by Contractor as operational at Contractor's Primary and Secondary Data Centers, and Contractor shall create each of the development, production, training and testing environments at Contractor's Primary and Secondary Data Centers in accordance with Task 3.3 (Load Baseline Application Software), and successfully demonstrate User access from the County's network to the Contractor's Primary and Secondary Data Centers. Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

Task 3.4 – Synchronize for Application and Database Replication

Contractor shall configure Baseline Application Software and DBMS to establish County's Business Continuity as set forth in Exhibit D (Service Level Requirements). This configuration shall include designing, building and testing the replication process to confirm full functionality. Contractor shall create initial test data from converted data utilizing Contractor's tool to de-identify the data in County's test environment and fully test and certify in writing that System recovery functionality is operational. Furthermore, Contractor shall confirm successful recovery functionality in situations including but not limited by: (a) removal of network connectivity from the Contractor's Primary Data Center hardware; (b) removal of power from the Contractor's Primary Data Center hardware; and (c) reboot of the Contractor's Primary Data Center hardware; in each case followed by restoring the System to normal operation at Contractor's Primary and Secondary Data Centers and full and successful resynchronization (collectively, the "Business Continuity Tests").

Contractor shall document its procedures and the performance of testing and all applicable results and certify in writing at the conclusion of each testing that: (a) Contractor's Hosting Environment is configured to recover such that if Contractor's Primary Data Center becomes unavailable, is malfunctioning, or otherwise fails to meet Specifications, Contractor's Secondary Data Center will operate and provide full System Software functionality to all Users; (b) that databases for both sites are synchronized; (c) the integrity of data between Contractor's Primary and Secondary Data Centers collectively perform according to all Specifications, requirements and standards set forth in Exhibit D (Service Level Requirements) and this Statement of Work; and (d) Contractor's Hosting Services maintain Business Continuity during Contractor's Primary Data Center failure in accordance with the Agreement. Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

Contractor shall thereafter conduct Business Continuity Tests which will be completed upon achieving two (2) consecutive successful tests.

Upon the completion of all Business Continuity Tests as defined in this Task 3.4, Contractor shall furthermore develop written Business Continuity procedures to be included in its Disaster Recovery plan and provide to County in printable electronic format for County's review and County Project Director's approval as specified in the Exhibit D (Service Level Requirements).

DELIVERABLE 3.4 – SYNCHRONIZE FOR APPLICATION AND DATABASE REPLICATION – Key Deliverable

Contractor shall provide a Business Continuity validation process, configure, test and provide written procedures and test results which successfully demonstrate that Baseline Application Software and DBMS are fully synchronized and otherwise configured for recovery between Contractor's Primary and Secondary Data Centers and submit a Disaster Recovery plan in accordance with Task 3.4 (Synchronize for Application and Database Replication). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

TASK 4.0 - SYSTEM TRAINING

Task 4.1 – Develop Training Plan

Prior to initiating training of County Staff, Contractor shall develop a training plan for County's approval which shall include training on all aspects of the System for five (5) specific and distinct classes of County Staff identified in Item B in this Task 4.1. In developing the training plan, Contractor shall employ a training methodology that ensures the training requirements and training materials are effectively used throughout all instances of training.

A. Contractor shall develop a training plan which includes:

Approach

(1) Contractor's approach for training, testing, and assessing distinct classes of trainees, based on their respective role-specific System implementation and System support responsibilities as described in Task 4.2 (Conduct Training);

(2) Contractor's plan and approach for providing on-the-job training for Application Software administration trainees in accordance with Item A(2) of Task 4.2 (Conduct Training);

(3) Contractor's plan and approach for providing on-the-job training for application trainer trainees in accordance with Item E(1) of Task 4.2 (Conduct Training);

(4) Contractor's approach for training on security features relative to each trainee's respective implementation and support responsibilities;

(5) Contractor's approach for providing functionality, operation and troubleshooting training on Peripheral Hardware, elected by County as specified Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) of Exhibit B (Technical Solution Requirements);

Training Schedule

(6) Contractor's timeline and detailed training schedule which includes dates and times for conducting training. Contractor's timeline must comply with the following timing requirements:

(a) Application Software administration training occurs prior to Task 3.3 (Load Baseline Application Software);

(b) Interface development training occurs prior to Task 6.0 (Integration);

(c) Report/query writer training occurs prior to Task 8.0 (System Tests);

(d) Application Software configuration training occurs prior to Task 5.0 (Configure System); and

(e) Application trainer training occurs on thirty (30) Working Days notice.

(7) Contractor's schedule for providing on-the-job training during County Working Day(s), for Application Software administration trainees and application trainer trainees in accordance with Task 4.2 (Conduct Training);

Training Materials, Testing and Assessment

(8) Contractor's list and description of all training materials and Documentation to be distributed based on the type of training to be provided;

(9) Contractor's provision for testing all trainees in proportion to the training received;

(10) Contractor's submission of all scored test results and the test score average for each class within five (5) Working Days of completion for each session;

(11) Where appropriate or as a result of low test scores, Contractor's provision to repeat training for each distinct class of trainee's described in Task 4.2 (Conduct Training). However, the number of times each class shall be repeated is limited to three (3);

(12) Contractor's post-training assessment as described in Item E(2) of Task 4.2 (Conduct Training) of all application trainer staff, which shall objectively measure the application trainer's proficiency based on demonstrated ability to train Users (e.g., end-user training) submitted within five (5) Working Days of the completion of each session;

County's Training Environment

(13) Contractor's creation of User training data in County's training environment for training conducted at County site, unless elected otherwise by County;

Recommendations

(14) Contractor's recommendation for the training environment to be used by Contractor for training County Staff identified in Item B of this Task 4.1 County shall make reasonable accommodations, as determined by County in its sole discretion;

(15) Contractor's recommendation for the number and type of County Staff required to support the implementation of the System (e.g., super-users) in each of the following operational classifications:

- Administrative Managers
- Central Office Managers
- Clinic Operations
- Clinicians
- Medical Records Technician
- Psychiatrists

(16) Contractor's recommendations to County for determining its approach to training Users during System roll-out; and

(17) Contractor's recommendations to County for annual, additional and ongoing training specific to each distinct class of trainees, which shall include seminars, web casts, conferences and Contractor or customer-based User groups, identifying dates and locations where known.

B. As a requirement of the training plan, Contractor shall train no less than the following distinct classes and numbers of County Staff:

(1) Two (2) Application Software administration trainees, for all applicable aspects of Application Software administration, security and operations;

(2) Two (2) Interface development trainees, for all applicable aspects of Interface development, implementation and deployment;

(3) Six (6) report/query writer trainees, for all applicable aspects of report and query writing;

(4) Twenty (20) application configuration trainees, for all applicable aspects of both initial application configuration and on-going Application Software support; and

(5) Twenty-seven (27) application trainer trainees, utilizing a train-the-trainer approach for all aspects of training County Staff on the Application Software (e.g., end-user training).

DELIVERABLE 4.1 – TRAINING PLAN

Contractor shall develop and deliver to County a training plan for County's review and approval, in accordance with Task 4.1 (Develop Training Plan).

Task 4.2 – Conduct Training

Upon County's approval of training plan, Contractor shall conduct training sessions utilizing training materials and Documentation as set forth in Task 4.3 (Training Materials and Documentation) in accordance with Attachment A.4 (System Training) and at minimum, deliver the following:

A. Application Software administration training:

(1) Contractor shall provide comprehensive hands-on classroom training on all administrative System functionality including, but not limited to, activities specific to the support and maintenance of operating systems, servers, Interfaces, hardware peripherals and security, as appropriate, and necessary for the trainee to obtain a detailed working knowledge and competency of the System's capabilities with respect to their respective responsibilities.

(2) In addition to classroom training, Contractor shall provide on-the-job training to two (2) County Staff on the support and maintenance of the System and throughout all applicable System implementation activities. Such training must be sufficient for the Application Software administration trainees to achieve a proficient level of understanding to immediately operate the Application Software under the guidance and technical support of Contractor at the beginning of the implementation. Further, as a result of the training, such trainees must have the competency to operate the Application Software at System cutover. As part of on-the-job training, Contractor shall allow Application Software administration trainees to shadow Contractor's Application Software administration staff throughout Work set forth in Task 3.0 (Establish Hosting Environment, Deliver and Load Software), Task 9.4 (Conduct Conversion) and make any other necessary provisions to enhance and support trainees' understanding and exposure to Application Software administration.

B. Interface development training:

Contractor shall provide comprehensive hands-on classroom training for Interface development, including, but not limited to, activities specific to the development, support, and maintenance of Interfaces to and from the System. Upon completion of such training, trainee shall obtain a detailed working knowledge and understanding of the System's capabilities, including, but not limited to, the development and configuration of standard data Interfaces (e.g., HL7, X.12 and XML), Interface administration utilities and tools to view the status of on-line Interfaces, start and stop existing Interfaces, re-load unprocessed batches, and bring newly developed Interfaces on-line.

As part of the classroom training, Contractor shall provide live Interfaces and classroom case study assignments for each trainee to use to achieve competency as it pertains to their specific responsibilities to monitor and support System Interfaces.

C. Report and query writer training:

Contractor shall provide comprehensive hands-on classroom report and query writing training for trainees to obtain a detailed working knowledge of the System Software's report and query writing tools and capabilities and include training activities which provide an understanding of the System Software architecture and data dictionaries.

Upon completion of such training, trainee shall have achieved the competency necessary to develop, maintain, and distribute standard and ad-hoc reports. Such training shall include without limitation, the use of report and query writing tools, on-line or importable graphics, distribution of reports for specific User groups, data export capabilities, and the query application and System Software tables against external data sources.

D. Application configuration training:

Contractor shall provide comprehensive hands-on classroom training including, but not limited to activities specific to configuring all Components of the Application Software. Upon completion of such training, trainee shall have obtained a detailed working knowledge of the Application Software configuration settings and capabilities so as to achieve competency as it pertains trainees-specific implementation responsibilities to analyze, configure, test, roll-out and support Components of the Application Software. Contractor shall provide training activities and case study scenarios relating to the System Software configuration options and settings that allow trainees to configure Components of the System Software and analyze the results.

E. Application trainer training:

(1) Contractor shall provide comprehensive hands-on classroom training on all Components of the Application Software as appropriate, in order for the trainee to achieve a proficient level of understanding of the Application Software and expertise as a trainer as a prerequisite to training County Staff (e.g., end-users). Contractor shall provide trainees with instruction on how to train Users, how to use scenarios, exercises, User surveys and other tools to assess subject mastery, and how to address questions and issues raised in the classroom. Contractor's instruction shall include other information as reasonably required by County to prepare County's trainer to train Users prior to System cutover. Contractor shall create User training data in County's training environment unless elected otherwise by County.

(2) In addition to classroom training, Contractor shall participate in User training classes conducted by County's trainers and provide guidance, technical support, instruction and a written assessment for no less than four (4) User training classes, (two (2) for each pilot test), as to each trainer's demonstrated ability to train Users.

DELIVERABLE 4.2 – TRAINING – Key Deliverable

Contractor shall train distinct classes of trainees, deliver training materials and Documentation and User training data, unless elected otherwise by County in accordance with Task 4.2 (Conduct Training) and deliver to County test results; class score averages and application trainer assessments in accordance with Task 4.1 (Develop Training Plan).

Task 4.3 – Training Materials and Documentation

A. Contractor shall provide System Software training materials for each trainee specific to each distinct class of training in accordance with Section 2.0 (Document Tools and Formatting) of this Statement of Work and shall include:

(1) Training session agendas and sign-in sheets;

(2) Lesson plans which describe the objective of each session;

(3) Time allocations for each System Component;

(4) Navigation guide through System Components and functions as they occur during training; and

(5) Training exercises which include problem scenarios for County Staff to perform a self assessment of subject mastery prior to testing.

B. Contractor shall provide Documentation for each trainee in accordance with Section 2.0 (Document Tools and Formatting) of this Statement of Work which shall include:

(1) An orientation to the System including the interdependency of data between Components;

(2) Descriptions of System Software functionality that include screen prints, step-by-step instructions on how to navigate through the System and how to use each function, and a description of all reports associated with each System Component;

(3) Instructions on how to access and use online help;

(4) Quick reference guides; and

(5) Instructions on how to troubleshoot System error messages and respond to System notifications.

Such documentation shall be organized in such a manner so that County Staff can readily locate, identify, understand and use the information as an aid in the completion of their respective System implementation tasks and responsibilities.

C. In addition, Contractor shall provide training materials in accordance with Section 2.0 (Document Tools and Formatting) of the Statement of Work to be used as the basis for developing training materials for County Staff (e.g., end-user training). Such training materials shall include without limitation a list of System Components with suggested training time allocated per Component, tests with answer sheets for each System Component and training surveys which measure training efficiency in relation to the subject matter.

D. In addition, Contractor shall materially contribute to the development of User training materials to be used in classroom; videoconferencing and web based training settings to the extent reasonably requested by County.

DELIVERABLE 4.3 – TRAINING MATERIALS

Contractor shall deliver System training materials and Documentation to each trainee; and training materials and content to be used as a basis to develop training materials to County's Project Manager in accordance with Task 4.3 (Training Materials and Documentation).

TASK 5.0 – CONFIGURE SYSTEM

Contractor shall provide consultative guidance and recommended practices and business solutions to support County's configuration and definition of System settings to meet all State clinical documentation, billing, claiming and reporting requirements. Contractor shall review System configuration settings prior to testing to ensure the efficiency and effectiveness of

clinical and business operations in meeting all Specifications, requirements and standards set forth in Exhibit B (Technical Solution Requirements) of this Agreement and federal and state mandates for an Electronic Health Record (EHR).

If County elects to acquire Peripheral Hardware recommended by Contractor as set forth in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements), Contractor shall configure such recommended Peripheral Hardware and demonstrate the successful operation of the Peripheral Hardware to County's Project Manager. Contractor shall provide County with accompanying operational Documentation, including set-up and basic troubleshooting.

Contractor shall correct all Peripheral Hardware configuration Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

DELIVERABLE 5.0 – CONFIGURE SYSTEM

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) and confirm in writing that the System, including Peripheral Hardware elected by County, is configured and operational for module testing in accordance with Task 5.0 (Configure System). Contractor shall provide operational Documentation on all Peripheral Hardware elected by County.

TASK 6.0 – INTEGRATION

Task 6.1 – Pre-Defined Interfaces

Task 6.1.1 – Develop Checkwrite File Interface

Contractor shall develop, test and implement the Interfaces with the Auditor-Controller's eCAPS financial system as specified in Attachment A.1 (Auditor-Controller eCAPS Interfaces) to this Statement of Work. County Staff shall monitor and support System Interfaces with regards to their specific responsibilities and in accordance with Task 4.0 (System Training).

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

Task 6.1.2 – Develop Standard Interfaces

Contractor shall develop, test and provide the required standard Interfaces described in Exhibit B (Technical Solution Requirements), including Interfaces for the State of California Department of Mental Health (SDMH) and Medicare Fiscal Intermediary, as applicable. County Staff shall monitor and support System Interfaces with regards to their specific responsibilities and in accordance with Task 4.0 (System Training). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies). If Contractor is required to develop, test and implement interfaces other than those specified in this Agreement, or which County may request and Contractor may agree to provide at any time, a Change Notice shall be mutually agreed to and executed by County's Project Director and Contractor's Project Director in accordance with Paragraph 6 (Change Notices and Amendments) of the Agreement.

Task 6.1.3 – Develop Credentialing Interfaces

Contractor shall develop, test and implement clinical staff and practitioner Interfaces to the DMH Credentialing System following the Health Level Seven (HL7) standard. County Staff shall monitor and support System Interfaces with regards to their specific responsibilities and in accordance with Task 4.0 (System Training). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

DELIVERABLE 6.1 – INTEGRATION – Key Deliverable

Contractor shall develop, test, install and otherwise fully implement each Interface set forth in Attachment A.1 (Auditor-Controller eCAPS Interfaces) and Exhibit B (Technical Solution Requirements). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

TASK 7.0 – DEVELOP CUSTOM PROGRAMMING MODIFICATIONS

Contractor shall, upon the written request by County's Project Director, or his/her designee, develop and provide Custom Programming Modifications in accordance with Paragraph 1.4.31 (Custom Programming Modifications) of the Agreement.

DELIVERABLE 7.0 – CUSTOM PROGRAMMING MODIFICATIONS

Contractor shall deliver Custom Programming Modifications in accordance with Task 7.0 (Develop Custom Programming Modifications).

TASK 8.0 – SYSTEM TESTS

Upon the completion of a successful delivery, installation and configuration of the requisite System Components, both Contractor and County shall perform System Tests as provided in this Task 8.0 (hereinafter also separately or cumulatively "System Test(s)") in the testing environment, unless otherwise specified by County. All System Tests shall be repeated until successfully completed in accordance with System Test Acceptance criteria as defined in Task 8.1 (Develop System Test Plan). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

Task 8.1 – Develop System Test Plan

After consulting with County and receiving the approval of County's Project Manager on Contractor's proposed test strategy, Contractor shall develop a corresponding test plan (hereinafter "System Test Plan") for all System Tests. Contractor shall deliver the System Test Plan to County for County's review and approval. The System Test Plan shall include without limitation defining assumptions, testing scope, approach, the use of automated test tools, regression testing, System Test Acceptance criteria, testing schedules and assignment of responsibilities and resource requirements.

DELIVERABLE 8.1 – SYSTEM TEST PLAN

Contractor shall develop and deliver to County a System Test Plan for County's review and approval, in accordance with Task 8.1 (Develop System Test Plan).

Task 8.2 – Conduct Module Tests

Prior to County conducting reporting tool tests and integration tests, Contractor shall create initial test data from converted data utilizing Contractor's tool to de-identify the data in County's test environment and deliver to County in an electronic format existing regression test scripts (and advise the County in County's development of additional scripts as necessary) which allows County to test each Component of the Baseline Application Software separately and validate that standard reports and Application Software meets all Specifications set forth in Attachments B.1 (Functional Requirements) and B.2 (Technical Requirements) to Exhibit B (Technical Solution Requirements) except to the extent requirements are otherwise to be tested under Task 8.4 (Conduct System Integration Test).

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

Contractor shall, within ten (10) Working Days of County's successful completion of the module testing as determined by County in its sole discretion, provide a written report in a format approved by County, of all Deficiencies reported to Contractor as a direct result of module testing.

DELIVERABLE 8.2 – MODULE TESTS

Contractor shall deliver standard regression test scripts and create initial test data in accordance with Task 8.2 (Conduct Module Tests). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) and deliver a written report of all Deficiencies reported to Contractor as a direct result of module testing in accordance with Task 8.2 (Conduct Module Tests).

Task 8.3 – Conduct Reporting Tool Tests

County shall test all report development tools as appropriate, to ensure that they meet the requisite requirements set forth in Exhibit B (Technical Solution Requirements). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

Contractor shall, within ten (10) Working Days of County's successful completion of the reporting tool testing as determined by County in its sole discretion, provide a written report in a format approved by County, of all Deficiencies reported to Contractor as a direct result of reporting tool testing.

DELIVERABLE 8.3 - REPORTING TOOL TESTS

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) and deliver a written report of all Deficiencies reported to Contractor as a direct result of reporting tool testing in accordance with Task 8.3 (Conduct Reporting Tool Tests).

Task 8.4 – Conduct System Integration Test

Ninety (90) Working Days prior to County conducting System integration tests, Contractor shall provide County with a schematic which depicts both data flow and data processing through the System for each Component to facilitate County's development of test scenarios. County shall conduct the System integration test, which is a systematic approach to the testing of the

Hosting Environment, Application Software, County's business policies and workflow procedures and all existing Interfaces prior to Production Use. A complete and comprehensive System integration test must successfully perform all functional requirements, technical requirements and Interfaces and shall include all combinations of input, output and error conditions. Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work and provide consultative technical support and instruction to County Staff during County's development and execution of test scenarios.

Contractor shall, within ten (10) Working Days of County's successful completion of System integration testing as determined by County in its sole discretion, provide a written report in a format approved by County, of all Deficiencies detected as a direct result of System integration testing.

DELIVERABLE 8.4 - SYSTEM INTEGRATION TEST

Contractor shall deliver a complete System data flow and data processing schematic for the System to be used by County to complete a comprehensive System integration test which must successfully perform all functional requirements, technical requirements and Interfaces and shall include all combinations of input, output and error conditions. Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) and deliver a written report of all Deficiencies detected as a direct result of System integration testing in accordance with Task 8.4 (Conduct System Integration Test).

Task 8.5 – Conduct System Performance Test

County and Contractor shall conduct System Performance Test in the production environment in accordance with the System Test Plan approved by County to benchmark System performance and to determine and resolve any performance Deficiencies until such point as the System successfully meets the System Performance Requirements, including Response Time, identified in Exhibit D (Service Level Requirements). Contractor shall employ software that will simulate multiple Users and various activities occurring simultaneously in order to accurately evaluate the System's performance under moderate and rated-maximum load conditions. Contractor shall track the performance of the System under such conditions and correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

Contractor shall perform Business Continuity Tests as set forth in Task 3.4 (Synchronize for Application and Database Replication) of this Statement of Work to perform recovery testing as part of the performance test.

Contractor shall, within ten (10) Working Days of successful completion of System performance testing as determined by County in its sole discretion, report to County in a written format approved by County, its System performance test results which shall include a report of all Deficiencies detected as a direct result of System performance testing.

DELIVERABLE 8.5 – SYSTEM PERFORMANCE TEST – Key Deliverable

Contractor shall test System performance and recovery using software provided by Contractor which simulates multiple Users and various activities occurring simultaneously and correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies). Contractor shall deliver a written test results report and include a report of all Deficiencies detected as a direct

result of System performance testing in accordance with Task 8.5 (Conduct System Performance Test).

TASK 9.0 – DATA CONVERSION

Task 9.1 – Develop Data Conversion Plan

County anticipates the Conversion of all clients and all client treatment episodes from the legacy Integrated System (IS). Contractor shall provide, for County's review and approval, a proposed data Conversion strategy for: (a) data clean up prior to Conversion; (b) the Conversion of all client identification, demographic and benefit data; (c) the Conversion of all client treatment episodes; and (d) the validation of converted data.

County shall deliver to Contractor for Conversion two (2) sets of data extracted from the Department's existing IS of: (a) all client identification, demographic and benefit data; and (b) all client treatment episodes. County shall exercise reasonable efforts to complete data clean up prior to data Conversion and shall exercise reasonable efforts to resolve as many data issues as possible prior to data Conversion; however, County makes no representations or warranties whatsoever concerning the quality or scope of data issues resolved by County prior to the data Conversion. County Staff shall assist Contractor with regards to their specific responsibilities to support System Conversion activities.

Contractor shall upon County's approval of Contractor's strategy, develop a Conversion plan (hereinafter "Data Conversion Plan") for County's review and approval that provides a data Conversion process which allows for the maximum reliance on an automated approach with minimum disruption to the existing legacy system and ongoing operations; however, Contractor should identify areas where manual replacement of data is recommended in lieu of automation. The Data Conversion Plan shall include without limitation all Components listed below:

A. Objectives;

B. Assumptions;

C. Scope;

D. Approach (e.g., sample record size, representative data, increasing volume of converted data, conversion process, number of final conversion files);

E. Schedule;

F. Responsibilities and resource requirements;

G. Identification of pre-Conversion requirements (e.g., data definitions and mapping, field formatting, code Conversion);

H. Data clean-up process, to include definition of methods to be employed to add records to the database if they did not convert successfully;

I. Data Conversion process flow diagram;

J. Development of program code in accordance with Task 9.2 (Develop Data Conversion Programs);

K. Development of Contractor's test plans, to include test scripts, regression testing, test outcome Acceptance criteria, specific sample records to be monitored and controls to

ensure all records were either successfully converted or identified for exception processing;

L. Iterative results review and resolution of exceptions;

M. Data Conversion/client migration cutover plan;

N. Acceptance criteria, to include an acceptance threshold as determined by County; and

O. Contingency plan.

DELIVERABLE 9.1 – DATA CONVERSION PLAN

Contractor shall deliver for County's approval a Data Conversion strategy and Data Conversion Plan developed in accordance with Task 9.1 (Develop Data Conversion Plan).

Task 9.2 – Develop Data Conversion Programs

Contractor shall develop System Software for performing the Conversion and deliver to County a Data Conversion process flow diagram in accordance with the County's approved Data Conversion Plan.

DELIVERABLE 9.2 – DATA CONVERSION PROGRAMS – Key Deliverable

Contractor shall develop Conversion System Software and deliver to County a Data Conversion process flow diagram in accordance with Task 9.2 (Develop Data Conversion Programs).

Task 9.3 – Conduct Data Conversion Test

Contractor shall conduct Conversion testing of a full data Conversion in County's testing environment and correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work prior to release to County. All Conversion tests shall be repeated until such point as the Conversion successfully meets the test outcome Acceptance criteria as defined in the County's approved Data Conversion Plan. Within ten (10) Working Days of its successful completion of Conversion testing as determined by County in its sole discretion, Contractor shall report to County in a written format approved by County, its Conversion test results and identify Conversion timing, errors by type and volume, decision points for County's consideration as a result of Conversion outcomes which shall include a report all Deficiencies detected as a direct result of Conversion testing.

DELIVERABLE 9.3 – DATA CONVERSION TEST – Key Deliverable

Contractor shall conduct and successfully complete the Conversion testing, and correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies). Contractor shall deliver a written Conversion test results report and include a report of all Deficiencies detected as a direct result of Conversion testing in accordance with Task 9.3 (Conduct Data Conversion Test).

Task 9.4 – Conduct Conversion

Contractor shall convert all clients and all client treatment episodes from the legacy IS in accordance with the County-approved Data Conversion Plan and correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

Pursuant to Task 10.2 (Pilot Tests), Contractor shall deliver to County complete and tested System Software, free of all Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work, for Conversion that will allow County to convert and migrate data from the existing IS system to Contractor's System. Contractor shall transition its Conversion procedures and programs to designated County Staff, provide instruction and respond to requests for assistance to ensure that program code can be operated by County Staff. Contractor shall provide technical User Documentation to support and assist County Staff in operating Conversion procedures and programs, including the analysis and resolution of Conversion problems.

DELIVERABLE 9.4 – CONVERSION – Key Deliverable

Contractor shall convert all clients and all client treatment episodes from the legacy IS in compliance with the Acceptance criteria defined in Task 9.1 (Develop Data Conversion Plan), correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) and deliver to County complete and tested System Software for Conversion, procedures for Conversion and technical User Documentation to County in accordance with Task 9.4 (Conduct Conversion).

TASK 10.0 – SYSTEM CUTOVER

Upon the successful completion of all applicable System configuration, integration, Custom Programming Modifications, data Conversion, trainer training and initial User training, Contractor shall consult with County and receive the approval of County's Project Manager prior to cutover of the System for Production Use. Upon cutover, the System Software shall be implemented in the production Hosting Environment.

System cutover shall include without limitation preparation for and placing into Production Use all Application Software purchased from Contractor, all Custom Programming Modifications, all Conversions, Contract Provider access to client information through a secure web-enabled portal, and all Interfaces set forth in Task 6.0 (Integration) of this Statement of Work.

System cutover shall include two (2) pilot tests to ensure that prior to a complete System roll-out all aspects of the System are operational in the production environment as set forth in the Specifications. Contractor shall lead the first pilot and County shall lead the second pilot. Each pilot test shall include Business Continuity Tests as set forth in Task 3.4 (Synchronize for Application and Database Replication) of this Statement of Work.

The first pilot test (Pilot 1) shall represent a subset of DMH directly operated programs in both field and clinic based settings. Authorizations, claims submission and processing and administration shall also be tested by both County and Contract Providers. Contract Providers shall access selected information in the System through a secure web-enabled portal and shall submit claims and other business and clinical transactions to the System using Electronic Data Interchange (EDI).

The second pilot test (Pilot 2) shall use the same model as described for Pilot 1, but County shall validate the effectiveness of the procedures for adding service delivery sites and programs to the System and the continued compliance of the System with Response Time Requirements prior to County's deployment of the System.

Task 10.1 – Develop System Cutover Plan

Contractor shall develop a System cutover strategy plan (hereinafter "System Cutover Plan") for County's review and approval which shall address the continuation and coordination of care and service delivery from the existing IS during System cutover and throughout System roll-out. The coordination of care for service delivery shall include but not be limited to continued access to all relevant client information, including identification and treatment information, and the continuation of County's data exchange with other County departments and agencies. The System Cutover Plan shall at minimum, include but not be limited to:

A. Cutover criteria;

B. Assumptions;

C. Approach (e.g., representative data and process to be used);

D. Responsibilities and resource requirements;

E. Cutover schedule;

F. Any additional/necessary details regarding Production Use Deficiency reporting and resolution as set forth in Exhibit D (Service Level Requirements);

G. Cutover contingency fall-back strategy;

H. Business Continuity Tests;

I. Validation of compliance with Response Time Requirements;

J. Post cutover assessment following the first pilot test; and

K. Identification of System or environmental modifications as applicable (e.g., adjustments to operating system and Application Software settings, workflow, policies, forms, training materials, Interfaces, migration, hardware, etc.).

DELIVERABLE 10.1 – SYSTEM CUTOVER PLAN

Contractor shall deliver for County approval a System Cutover Plan developed in accordance with Task 10.1 (Develop System Cutover Plan).

Task 10.2 – Pilot Tests

A. Contractor shall, without limitation:

(1) Reassign immediately prior to commencement of Production Use, any outstanding Level II Priority Deficiencies as described in Section 1.9.1 to a new Deficiency Priority Level in accordance with Section VIII.B(5) of Exhibit D (Service Level Requirements). In addition, if in accordance with Section 1.9.3, County elects to permit deferred resolution of any Level I Priority Deficiencies (as described in Section 1.9.1) until after cutover to Production Use, such ongoing Deficiencies shall also receive a new Deficiency Priority Level in accordance with Section VIII.B(5) of Exhibit D (Service Level Requirements);

(2) Assign to be on site at County for a period of no less than five (5) Working Days to provide Deficiency resolution during each pilot test, no less than four (4)

Contractor technical staff members who have previously and fully participated at County's site in System configuration, integration, Conversion and testing Tasks including, providing on-the-job Application Software administration training and performing Contractor's Tasks defined in the System Cutover Plan. This period may also be extended as mutually agreed upon by County and Contractor or if at the County's discretion Deficiencies of a Level I or Level II Priority are not resolved;

(3) Successfully demonstrate compliance of the System with Response Time Requirements in Production Use for each pilot test;

(4) Successfully complete Business Continuity Tests for each pilot test; and

(5) Monitor the System during Pilot 1 and serve County in a consultative role to resolve workflow, operational, configuration and other issues, and otherwise ensure completion of two (2) successful consecutive monthly claims cycles following System cutover to Production Use.

B. Two successful consecutive monthly claim(s) cycles meeting the following conditions constitutes completion of the Pilot 1:

(1) The System operates in accordance with the Specifications and without a Deficiency of Level I Priority or Level II Priority in each case (as defined in Exhibit D (Service Level Requirements)) for no less than ninety (90) Working Days;

(2) Claims, including Contract Provider claims, are submitted for all payors, including Medi-Cal claims submitted to the SDMH and Medicare claims submitted to the Medicare Fiscal Intermediary, for which services were delivered during each pilot test;

(3) Submitted claims are accepted by both the SDMH with an approval rate at or above ninety-four percent (94%) and by the Medicare Fiscal Intermediary with an approval rate at or above eight-five percent (85%) for services delivered;

(4) The remittance advice records for each month's claims received are properly posted in the System; and

(5) The Checkwrite file is successfully transmitted to and accepted by the Auditor-Controller.

DELIVERABLE 10.2 – PILOT TESTS

Contractor shall reassign any outstanding pre-production Deficiencies and correct all Production Use Level I and Level II Priority Deficiencies in accordance with Exhibit D (Service Level Requirements) and complete all cutover and test activities in accordance with Task 10.2 (Pilot Tests) and as defined in the System Cutover Plan.

Task 10.3 – Final System Acceptance

Contractor shall receive Final System Acceptance following the successful completion of Pilot 1 as set forth in Task 10.2 (Pilot Tests) and all other Tasks set forth in this Statement of Work.

A. In the event that Final System Acceptance is not achieved within two hundred and fifty (250) Working Days of the commencement of Production Use, Contractor shall:

(1) Provide a written proposed solution and schedule that will satisfy all Specifications, subject to the written approval of County's Project Director; and

(2) Upon County's Project Director's Acceptance of the proposed plan developed per part (A) immediately above, implement the proposed solution, resolving all Level I and Level II Priority Deficiencies (as defined in Exhibit D (Service Level Requirements)), until such time as County provides Final System Acceptance.

B. Contractor shall analyze overall implementation results, document its evaluation of the functioning of the System and assess the success and shortcomings of the System implementation efforts following the completion of the first pilot test. Within twenty (20) Working Days of the completion of Pilot 1, Contractor shall prepare and submit to County an initial Post Implementation Evaluation Report (PIER). The PIER shall evaluate the System implementation and cutover process and shall include the following:

(1) Comparisons/analyses of actual versus planned completion of project Tasks;

(2) Anticipated versus actual resources required;

(3) Business and systems lessons learned;

(4) Pitfalls to avoid in the future;

(5) User feedback;

(6) Best practice business guidelines that increase User efficiencies;

(7) Operational suggestions which aid County in conducting subsequent roll-outs;

(8) Suggested guidelines or tools for installing future phases and Enhancements specific to County's operational environment; and

(9) Suggested system release methodologies for future Enhancements specific to County's operational environment.

C. Pilot 2 shall be initiated upon Final System Acceptance. Contractor shall provide updated System cutover procedures to County in writing prior to County's initiation of Pilot 2. Contractor shall monitor the System during Pilot 2 to validate the effectiveness of the procedures for adding service delivery sites and programs to the System, and shall serve County in a consultative role to resolve workflow, operational, configuration and other issues, and otherwise ensure completion of one (1) additional successful monthly claim cycle. Furthermore, in accordance with Attachment A.6 (Contractor's On-site Transitional Application Administrator) Contractor shall assign one (1) Transitional Application Administrator to remain on-site at a designated County Facility for a period of up to twenty-four (24) months to provide System application administration, transition their responsibilities to County, and subsequently provide System support, technical assistance, and consultation to County in a supporting role.

DELIVERABLE 10.3 – FINAL SYSTEM ACCEPTANCE – Key Deliverable

Contractor shall provide updated System cutover procedures, validate the effectiveness of the procedures, ensure completion of one (1) additional successful monthly claim cycle, prepare the PIER in accordance with Task 10.3 (Final System Acceptance) and deliver to County within twenty (20) Working Days of the completion of Pilot 1. Furthermore, in accordance with Attachment A.6 (Contractor's On-site Transitional Application Administrator) Contractor shall assign one (1) Transitional Application Administrator to remain on-site at a designated County

Facility for a period of up to twenty-four (24) months to provide System application administration, transition their responsibilities to County, and subsequently provide System support, technical assistance, and consultation to County in a supporting role.

TASK 11.0 – SYSTEM CLOSE-OUT / SHUT-DOWN

County may elect to receive transition services hereunder (as further set forth in this Task 11.0, the "Transition Services") by providing written notice (a "Transition Services Election") to Contractor. Such notice may be given at any time in connection with a notice of termination prior to the natural expiration of the Term, or may otherwise be provided not less than one hundred twenty (120) days prior to the natural expiration hereof. Upon receipt of the Transition Services Election, Contractor shall perform Transition Services that will facilitate a smooth shut-down of the System and/or transition to another system, as further set forth below.

Contractor shall ensure that during the shut-down of the System and/or transition to any replacement system(s), Department clinical programs are not interrupted from delivering services and billing for services. At termination, the Department must have a useable copy of all System data, which shall be provided by Contractor in a format and media to be determined by County. Contractor, with assistance from County, will develop a transition plan (hereinafter "System Transition Plan") that will address all aspects of the shut-down and/or transition to a new system, including both data transfer and claims run-out services, and will detail the activities of each party, including timelines, to successfully shut-down the System and transition to any applicable replacement system(s).

Furthermore, the Department must be able to meet any audit requests from State and Federal regulators, and Contractor shall upon written request of County's Project Director, or his/her designee, provide any required Transition Services including any necessary services and required Work to meet audit requests to facilitate County's response to such an audit.

All Transition Services provided pursuant to this Task 11.0 shall be performed as Other Professional Services, and Contractor shall invoice County for such Transition Services in accordance with Attachment A.5 (Other Professional Services Fee Schedule).

DELIVERABLE 11.1 – CLOSE-OUT PLAN

Contractor will deliver to County a System Transition Plan which facilitates a smooth transition/shut-down, transfer of all data, any applicable claims run-out services, any services in connection with any audits requested as of the plan date, and all other Transition Services, in accordance with Task 11.0 (System Close-Out/Shut-Down).

DELIVERABLE 11.2 – DATA FILES

Contractor will extract all data in the System and provide it to County in a format specified in the System Transition Plan prior to termination of this Agreement.

DELIVERABLE 11.3 – CLAIMS RUN-OUT SERVICES

If applicable, Contractor will be asked to provide Work to support a full claims cycle run-out period for providers not to exceed one (1) year.

DELIVERABLE 11.4 – AUDIT REQUESTS

If applicable, Contractor will be asked to provide Work to support County's response to audit requests from State or Federal regulators.

ATTACHMENT A.1

AUDITOR-CONTROLLER eCAPS INTERFACES

ATTACHMENT A.1

AUDITOR-CONTROLLER eCAPS INTERFACES

Contractor shall develop the Checkwrite Interface to the Auditor-Controller's eCAPS financial system in accordance with Task 6.1.1 (Develop Checkwrite File Interface) to Exhibit A (Statement of Work).

I. INBOUND INTERFACE SPECS

General Accounting Spending (GAX)
http://lacdmh.lacounty.gov/ibhis/ibhis%20r2%20docs/ecaps/int_gax.pdf

General Accounting Encumbrance Direct (GAED)
http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/int_gaed.pdf

Supplement for GAED and GAX Inbound Interface Designs
http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/gaed_n_gax.pdf

Audited Contracts (CNTR)
http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/int_cntr.pdf

Trust Warrant Request (TWR)
http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/int_twr.pdf

Vendor Customer Creation1 (VCC1)
http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/int_vcc1.pdf

Vendor Customer Modification1 (VCM1)
http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/int_vcm1.pdf

II. OUTBOUND INTERFACE SPECS

Warrant Post Back Activity File
http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/WarrantPAB.pdf

General Ledger Extract
http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/General_ledger_extract.pdf

Accounting Based Spending Documents (for CAMIS)
http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/ABS_CAMIS.pdf

Countywide Contract Monitoring System (CCMS)
http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/ccms.pdf

EFT Activity File
http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/EFT_Activity_File.pdf

ATTACHMENT A.2

PROJECT STATUS REPORT

ATTACHMENT A.2

PROJECT STATUS REPORT

I. GENERAL

Project Start Date: _____

Project Title: _____

Project Requestor: _____

Executive Sponsor: _____

Project Objective: _____

Report Prepared by: _____ Title: _____

Telephone No: _____ Email: _____

Preparation Date: _____ Reporting Period: _____

Project is: ☐ **On Schedule** ☐ **Ahead of Schedule** ☐ **Behind Schedule**

II. CURRENT ACTIVITY

Work not initiated or completed per the Detailed Work Plan

Detailed Work Plan Task No.	Activity Description	Status

III. SIGNIFICANT ACCOMPLISHIMENTS FOR CURRENT PERIOD

____

IV. ACTIVITIES PLANNED FOR THE NEXT MONTH

____

V. RISK AND ISSUE MANAGEMENT

All risks and issues associated with the project are documented under the County's Project Management Methodology (PMM). Risks and issues categorized with **Probability** of **High**, **Impact** of **High** and a **Timeframe** of **Short** will be listed in this section of the Project Status Report.

	Risk / Issues (Describe the risk or issue in simple terms, provide details)	Probability (High)	Impact (High)	Timeframe (Short)	Response (Mitigate, Watch, Accept)
		☐	☐	☐	
		☐	☐	☐	
		☐	☐	☐	
		☐	☐	☐	
		☐	☐	☐	
		☐	☐	☐	
		☐	☐	☐	
		☐	☐	☐	
		☐	☐	☐	
		☐	☐	☐	

Explanation of Categories:

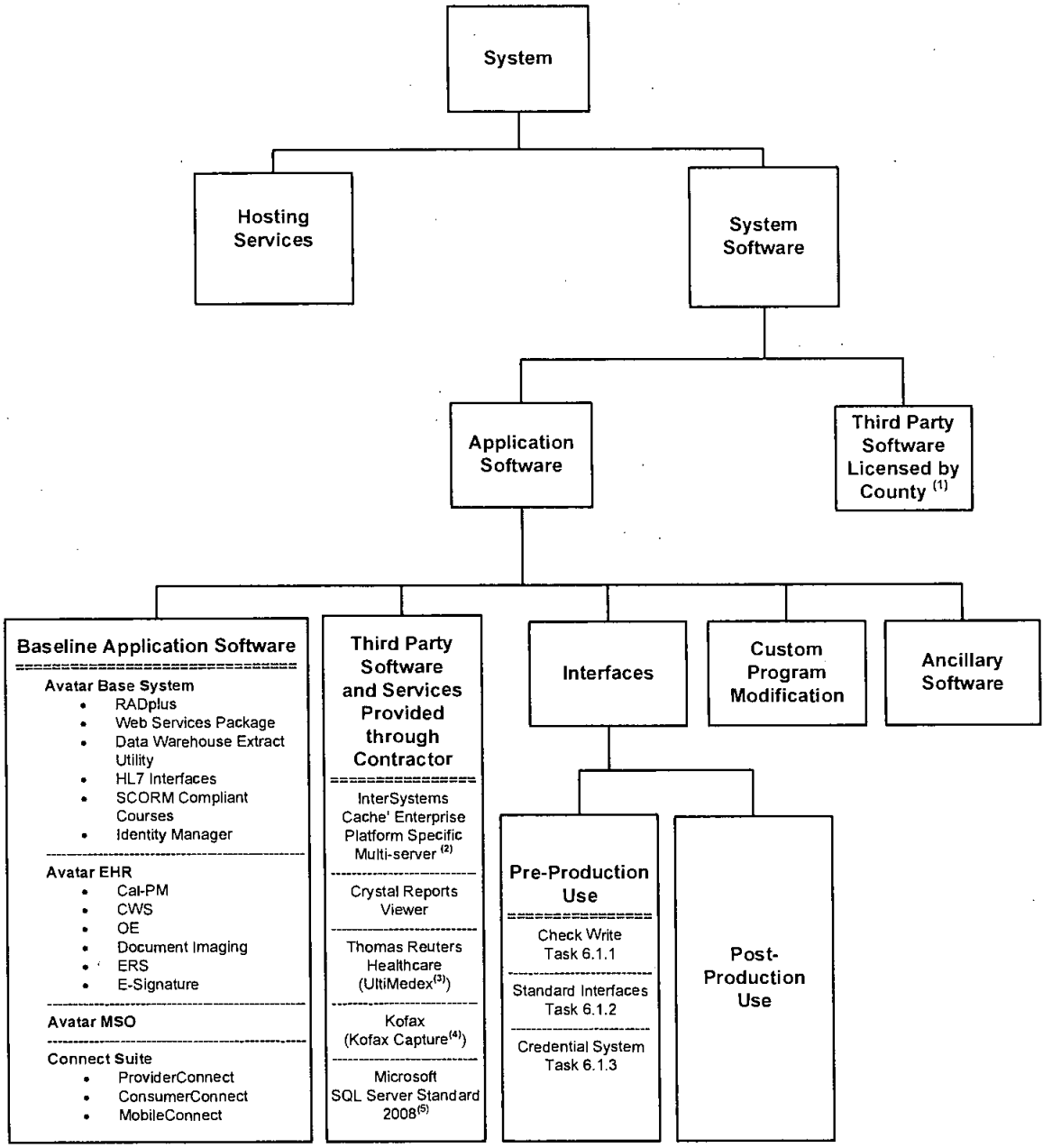
- **Probability (High):** Most certainly or very likely to occur.
- **Impact (High):** Significant impact to project scope, cost or schedule which is likely to threaten and undermine project completion.
- **Timeframe (Short):** A three (3) month or less estimation as to how long the risk will be relevant.
- **Response (Mitigate, Watch, Accept):** Resolve through mitigation, watch to monitor development, or accept and develop a contingency plan.

ATTACHMENT A.3

SYSTEM DEFINITION AS OF EFFECTIVE DATE

ATTACHMENT A.3

SYSTEM DEFINITION AS OF EFFECTIVE DATE



(1) Crystal Reports licenses acquired previously by County under Purchase Order No. MH-11322384-1, dated March 3, 2011. SQL Server will be provided by County for any local County servers.
(2) Included as part of the Avatar Base System.
(3) Subscription Service.
(4) Includes Subscription Service for the number of images and software assurance for the Kofax scanning software.
(5) Microsoft SQL Server located in Contractor's Primary and Secondary Data Centers.

ATTACHMENT A.4

SYSTEM TRAINING

ATTACHMENT A.4

SYSTEM TRAINING

Contractor shall provide all required System training, in accordance with Task 4.2 (Conduct Training) of Exhibit A (Statement of Work). Contractor shall conduct classroom sessions in computer training rooms or other location(s) throughout Los Angeles County, as approved by County. County shall be responsible for coordinating classroom training sessions and scheduling staff at County Facilities, and shall participate in and monitor progress during the training sessions.

Item No.	Course Title and Description	No. of Training Days	Maximum County Personnel Per Course	Maximum Unit Cost Per Attendee	Fixed Total Cost
1. INTERFACE DEVELOPMENT TRAINING [1]					
1	XML Data Import Training	3	5	$936	$4,680
2	Web Services Module Training	5	5	$1,560	$7,800
2. REPORT/QUERY WRITER TRAINING [2]					
3	Crystal Reports Training and Avatar Data Dictionary	5	10	$780	$7,800
3. APPLICATION CONFIGURATION TRAINING					
3.1 Avatar Base System Tools Project Team Training [2][3]					
4	**Class 1:** 12 students Avatar Base System Tools Project Team Training	5	12	$1,771	$21,253
5	**Class 2:** 10 students Avatar Base System Tools Project Team Training	5	10	$2,125	$21,253
3.2 Avatar EHR Project Team Training [2]					
6	**Class 1:** 10 students Avatar EHR Project Team Training	10	10	$5,215	$52,150
7	**Class 2:** 10 students Avatar EHR Project Team Training	10	10	$5,215	$52,150
3.3 Avatar MSO Project Team Training [2]					
8	**Class 1:** 10 students Avatar MSO Project Team Training	8	10	$4,172	$41,720
9	**Class 2:** 10 students Avatar MSO Project Team Training	8	10	$4,172	$41,720
3.4 Connect Suite Project Team Training [2]					
10	**Class 1:** 10 students Connect Suite Project Team Training	2	10	$850	$8,501
11	**Class 2:** 10 students Connect Suite Project Team Training	2	10	$850	$8,501
3.5 Avatar Base System Start Training [2]					
12	**Class 1:** 10 students Avatar Base System Start Training	5	10	$882	$8,825
3.6 Avatar EHR Start Training [2]					
13	**Class 1:** 10 students Avatar EHR Start Training	8	10	$3,898	$38,987

Item No.	Course Title and Description	No. of Training Days	Maximum County Personnel Per Course	Maximum Unit Cost Per Attendee	Fixed Total Cost
14	**Class 2:** 10 students Avatar EHR Start Training .	8	10	$3,898	$38,986
	3.7 Avatar MSO Start Training [2]				
15	**Class 1:** 10 students Avatar MSO Start Training	4	10	$1,949	$19,493
16	**Class 2:** 10 students Avatar MSO Start Training	4	10	$1,949	$19,493
	3.8 Connect Suite Start Training [2]				
17	**Class 1:** 10 students Connect Suite Start Training	1	10	$397	$3,972
18	**Class 2:** 10 students Connect Suite Start Training	1	10	$397	$3,972
	4. APPLICATION TRAINER TRAINING				
	4.1 Avatar EHR Trainer Training [2]				
19	**Class 1:** 10 students Avatar EHR Trainer Training	4	10	$1,932	$19,328
20	**Class 2:** 10 students Avatar EHR Trainer Training	4	10	$1,932	$19,328
21	**Class 3:** 7 students Avatar EHR Trainer Training	4	10	$1,932	$19,328
	4.2 Avatar CWS Module Trainer Training [2]				
22	**Class 1:** 10 students Avatar CWS Module Trainer Training	3	10	$1,449	$14,496
23	**Class 2:** 10 students Avatar CWS Module Trainer Training	3	10	$1,449	$14,496
24	**Class 3:** 7 students Avatar CWS Module Trainer Training	3	10	$1,449	$14,496
	4.3 Avatar ERS Module Trainer Training [2]				
25	**Class 1:** 10 students Avatar ERS Module Trainer Training	1	10	$483	$4,832
26	**Class 2:** 10 students Avatar ERS Module Trainer Training	1	10	$483	$4,832
27	**Class 3:** 7 students Avatar ERS Module Trainer Training	1	10	$483	$4,832
	4.4 Avatar Document Imaging Module Trainer Training [2]				
28	**Class 1:** 10 students Avatar Document Imaging Module Trainer Training	1	10	$483	$4,832
29	**Class 2:** 10 students Avatar Document Imaging Module Trainer Training	1	10	$483	$4,832
30	**Class 3:** 7 students Avatar Document Imaging Module Trainer Training	1	10	$483	$4,832
	4.5 Avatar MSO Trainer Training [2]				
31	**Class 1:** 10 students Avatar MSO Trainer Training	3	10	$1,449	$14,496

Item No.	Course Title and Description	No. of Training Days	Maximum County Personnel Per Course	Maximum Unit Cost Per Attendee	Fixed Total Cost
32	**Class 2:** 10 students Avatar MSO Trainer Training	3	10	$1,449	$14,496
33	**Class 3:** 7 students Avatar MSO Trainer Training	3	10	$1,449	$14,496
	4.6 ConsumerConnect Module Trainer Training [2]				
34	**Class 1:** 10 students ConsumerConnect Module Trainer Training	3	10	$966	$9,664
35	**Class 2:** 10 students ConsumerConnect Module Trainer Training	3	10	$966	$9,664
36	**Class 3:** 7 students ConsumerConnect Module Trainer Training	3	10	$966	$9,664
	4.7 ProviderConnect Module Trainer Training [2]				
37	**Class 1:** 10 students ProviderConnect Module Trainer Training	1	10	$483	$4,832
38	**Class 2:** 10 students ProviderConnect Trainer Training	1	10	$483	$4,832
39	**Class 3:** 7 students ProviderConnect Trainer Training	1	10	$483	$4,832
	4.8 MobileConnect Module Trainer Training [2]				
40	**Class 1:** 10 students MobileConnect Module Trainer Training	1	10	$483	$4,832
41	**Class 2:** 10 students MobileConnect Trainer Training	1	10	$483	$4,832
42	**Class 3:** 7 students MobileConnect Trainer Training	1	10	$483	$4,832
	4.9 Avatar e-Courses Trainer Training [2]				
43	**Class 1:** 10 students Avatar e-Courses Trainer Training	1	10	$483	$4,832
44	**Class 2:** 10 students Avatar e-Courses Trainer Training	1	10	$483	$4,832
45	**Class 3:** 7 students Avatar e-Courses Trainer Training	1	10	$483	$4,832

SYSTEM TRAINING MAXIMUM TOTAL: $647,688

[1] Price includes a maximum of five (5) students per class.
[2] Price includes a maximum of ten (10) students per class.
[3] This Item includes two (2) Application Software administration trainees, for all applicable aspects of Application Software administration training.
[4] One hundred percent (100%) of the Fixed Total Cost for each training course as shown in this Attachment A.4 will be due to Contractor upon completion of each such training course.

ATTACHMENT A.5

OTHER PROFESSIONAL SERVICES FEE SCHEDULE

ATTACHMENT A.5

OTHER PROFESSIONAL SERVICES FEE SCHEDULE

Other Professional Services as described in Paragraph 4.5 (Other Professional Services) of this Agreement shall be provided to County based upon Contractor's Hourly Labor Rates specifically identified in this Attachment A.5. Adjustments to the Hourly Labor Rate, if any, shall be calculated in accordance with Paragraph 7.5 (Adjustments to Maintenance and Support Fee and Hourly Labor Rates) of this Agreement.

Item No.	Contractor Staff Level	Years 1 - 3	Years 4 - 6	Years 7 - 9	Years 10- 11
1	Project Manager	$247	$259	$272	$286
2	Trainers	$224	$235	$247	$259
3	Application Programming Support Resource	$213	$224	$235	$247
4	Interface Developer	$247	$259	$272	$286
5	Software Developer	$224	$235	$247	$259
6	System Administration	$224	$235	$247	$259
7	Hardware/Software (Data Center)	$269	$282	$296	$311

ATTACHMENT A.6

CONTRACTOR'S ON-SITE TRANSITIONAL APPLICATION ADMINISTRATOR

ATTACHMENT A.6

CONTRACTOR'S ON-SITE
TRANSITIONAL APPLICATION ADMINISTRATOR

Contractor shall provide one (1) on-site Transitional Application Administrator in accordance with Task 10.3 (Final System Acceptance) of Exhibit A (Statement of Work) who shall report to County's Project Manager at a designated County Facility and perform the duties described herein. Contractor's Transitional Application Administrator shall prepare an updated Post Implementation Evaluation Report (PIER) in accordance with Task 10.3 (Final System Acceptance) and deliver to County within twenty (20) Working Days of the completion of Pilot 2. Without limiting the more detailed duties set forth in this attachment, Contractor's Transitional Application Administrator shall provide technical assistance, guidance, and mentoring to County.

Contractor shall collaborate with County to develop a transition plan which documents objectives, timelines, processes, procedures, best practices, and the utilization of System monitoring tools in preparation to transfer application administration responsibilities, critical skills, expertise, and institutional knowledge from Contractor to County, such that at the end of the transition period County may independently perform all duties described herein. Commencing with the execution of the transition plan, Contractor shall once every two (2) months validate the effectiveness of such plan, and report the progress of the knowledge transfer to County's Project Manager. Upon the successful transition of responsibilities from Contractor to County, Contractor's Transitional Application Administrator shall provide System support, technical assistance, and consultation to County in a supporting role. Contractor's Transitional Application Administrator shall be assigned to County for up to twenty-four (24) months, unless sooner terminated by County, when such action is deemed by County to be in its best interest.

DETAILED DUTIES:

1. Report System and Application Software Status

1.1 Use Avatar Information Technology (IT) Portal and Avatar IT tools to:

1.1.1 Monitor general System environment health status.

1.1.2 Discuss issues and issue resolution affecting the System's availability or performance with County's Project Manager.

1.1.3 Provide information as requested by County's Project Manager.

1.1.4 Communicate System and Application Software status regarding Hosting Environment network connectivity and key performance metrics to County's Project Manager or authorized designee.

2. Conduct Avatar Application Software User Security, Audits, and Generate Reports

2.1 Review Application Software security audit reports.

2.2 Setup and manage the Application Software security system (security rules for passwords, login failure attempts monitoring).

2.3 Configure User Roles and security settings (i.e., define or change User role definitions).

3. Conduct Application Software, Reports, Batch Job, and Application Queue Management

3.1 Define batch job and reporting schedules.

3.2 Monitor batch job and report queues.

3.3 Monitor batch job and report logs.

3.4 Resolve job and report generation errors.

4. Conduct Application Software Configuration, Registry, and Workflow Management

4.1 Manage Application Software registry settings.

4.2 Maintain Application Software master tables.

4.3 Manage Application Software messages.

4.4 Manage Application Software menu.

4.5 Manage Application Software workflows.

4.6 Setup Application Software table data that includes:

- 4.6.1 Facility setup and defaults.
- 4.6.2 Programs setup.
- 4.6.3 Bed setup.
- 4.6.4 Service codes, modifiers, cross over/walk tables.
- 4.6.5 Guarantors and benefit plans.
- 4.6.6 CPT Codes and revenue codes.
- 4.6.7 Posting and adjustment codes.
- 4.6.8 Billing settings.
- 4.6.9 Claiming settings.
- 4.6.10 Fees schedules.
- 4.6.11 UMDAP schedules.
- 4.6.12 Eligibility file load setup.
- 4.6.13 Legal entity code management.
- 4.6.14 Diagnosis code management.
- 4.6.15 Other tables as defined during the project.

5. County Help Desk Coordination

5.1 Support and facilitate County's service requests process for service requests related to the System.

5.2 Coordinate service request discussions between Contractor and County to facilitate corrective resolution.

5.3 Review assigned help desk service requests to provide and/or clarify information that will assist Contractor in the analysis of the issue to determine if it relates to:

5.3.1 Configuration

5.3.2 Documentation

5.3.3 Report

5.3.4 Table

5.3.5 Setup

5.3.6 Access

5.3.7 Security

5.3.8 Contractor's Application Software

5.3.9 Contractor's Hosting

6. Coordinate Hosting Support and Maintenance

6.1 Coordinate service requests discussions between Contractor and County to:

6.1.1 Schedule maintenance activities.

6.1.2 Plan future scheduled downtime to Update System equipment and technologies.

7. Conduct Application Software Configuration Management and Assist County in Change Management Process

7.1 Manage County's requested Application Software changes to:

7.1.1 RADPlus modeling:

7.1.1.1 Create, modify, and maintain Avatar forms and County specific configured Application Software forms (i.e., options).

7.1.1.2 Analyze requested changes to understand the overall System impact and anticipated level of effort.

7.1.1.3 Plan and schedule changes based on available resources taking into consideration already assigned responsibilities.

7.1.1.4 Document requested changes.

7.1.1.5 Configure approved requested changes using Avatar RADPlus modeling or forms designer tools.

7.1.1.6 Help Users with their testing of requested changes.

7.1.1.7 Plan the training and release of requested changes.

7.1.2 Crystal Reports:

7.1.2.1 Analyze requested changes to understand the overall System impact and anticipated level of effort.

7.1.2.2 Plan and schedule report changes based on available resources taking into consideration already assigned responsibilities.

7.1.2.3 Document requested changes.

7.1.2.4 Request changes using Crystal Reports tools.

7.1.2.5 Help Users with their testing of requested changes.

7.1.2.6 Plan the training and release of requested changes.

7.2 Assist County in creating Specifications for changes that require Baseline Application Software development and coordinate with Contractor to:

7.2.1 Assist in the development specification process.

7.2.2 Create, analyze, and review the development specifications for changes to the Base Application Software.

7.2.3 Submit Change Notice to Contractor for development.

7.2.4 Coordinate with County to obtain approval of Change Notice.

7.2.5 Document Change Notice in County specific Documentation.

7.2.6 Track Change Notice development through Contractor's processes.

7.2.7 Download and apply Enhancement as provided in Update and/or patch releases.

7.2.8 Test requested changes.

7.2.9 Help Users with their testing of requested changes.

7.2.10 Plan the training and release of requested changes.

8. Plan and Execute Application Software Updates

8.1 Monitor Contractor's product roadmap, Updates, and patch notifications to:

8.1.1 Download Update and patch Documentation.

8.1.2 Review each Update and patch Documentation with designated County Staff.

8.1.3 Prepare Update and patch implementation schedules for testing and production.

8.1.4 Collaborate with County to prepare System impact Documentation and other relevant information regarding patches and Updates.

8.1.5 Collaborate with County to determine required testing and training for any Updates or patches to the Application Software.

8.2 Coordinate between Contractor and County to facilitate Updates and patch installations in the test environment to:

8.2.1 Verify the installation results of Updates/patch.

8.2.2 Assist with County testing of Updates/patch to screens (i.e., options), reports, Interfaces, Application Software options (Registry Settings).

8.2.3 Update new and/or modified Application Software required screen (i.e., options), report, and registry changes.

8.2.4 Prepare Application Software Update training plans.

8.3 Coordinate between Contractor and County to facilitate Updates and patch installations in the production environment.

9. Training

9.1 Coordinate training with County on Baseline Application Software Updates/patches.

9.2 Provide information on continuing Baseline Application Software education.

9.3 Assist County in planning Application Software training.

10. System Software Planning and Contractor's Relations

10.1 Facilitate on-going County and Contractor relationship in the following manner:

10.1.1 Maintain Contractor contacts list.

10.1.2 Keep County informed of Contractor's seminars, webinars, User group activities, and Contractor-hosted conferences (i.e., Netsmart Connections, and others).

10.1.3 Coordinate follow-up discussions between Contractor and County to plan for future technology changes.

10.2 Monitor County's Change Notice requests for status and resolution.

10.3 Proactively communicate with Contractor to remain current on all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines, and directives impacting the System.

10.4 Understand County's plans, discuss with Contractor, and provide consultation to County regarding the potential impact of changes to the System.

ATTACHMENT B.1

FUNCTIONAL REQUIREMENTS

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Attachment B.1
Functional Requirements
Section I - Referral-In

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
	Referral-In						
	Contact Management / Call Logging						
1	Ability to log contacts (i.e., incoming telephone calls and walk-in inquiries) and store the information in an on-line database	1					
2	Provides real-time logging and data collection during contact inquiry	1					
3	Provides prompting during contact dialogue	1					
4	Ability to create a user-defined on-line form for capturing contact information	1					
	Ability to capture and retain the following data fields:						
5	Contact name	1					
6	Additional identifier	1					
7	Date of call set by System	1					
8	Time of call set by System	1					
9	Telephone number(s)	1					
10	Language requirement	1					
11	E-mail address	1					
12	Referring party	1					
13	Referring party telephone number	1					
14	Referring party fax number	1					
15	Referring party address	1					
16	Staff member responding is set by System	1					
17	Type of contact	1					
18	Notes area	1					
19	Reason field	1					
20	User-defined fields	1					
21	Ability to record client contact information without the requirement of opening a case	1					Client information can be tracked within Call Intake without adding that client to any active client census.
22	Ability to identify and link repeat contacts	1					
23	Ability to view contact histories	1					
24	Assigns a unique number to each contact for identification and tracking purposes	1					

Attachment B.1
Functional Requirements
Section I - Referral-In

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
25	[Intentionally omitted]						
26	Prompts User to route calls according to user-defined guidelines	1					
27	[Intentionally omitted]						
28	[Intentionally omitted]						
29	Ability to document contact and disposition	1					
30	Provides reports on contact statistics	1					
31	Provides geographical search capability to provider network information				1		Available using ESRI ARCInfo Services third party services. ESRI software and fees are not included as part of the response.
32	Accesses and / or links to the information and referral database	1					
33	Provides both inbound and outbound electronic referral capability	1					Available through web services.
	Referral Management						
34	Ability to record and store name of individual or program referring client into department	1					
35	Ability to record notes associated with referral sources	1					
36	Ability to set reminders and triggers for staff based on referral information	1					
	Community Resource Database						
37	Ability to create and maintain a community resource database used specifically to make referrals	1					
38	Ability to search database online	1					
39	Provides for access to community resource database from elsewhere in the System	1					
40	Provides a community resource database which is separate from the provider database	1					

Attachment B.1
Functional Requirements
Section I - Referral-In

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software

E=Not available

Requirement		A	B	C	D	E	Comments
	Ability to capture the following data fields:						
41	Name of resource	1					
42	Address of resource	1					
43	Telephone number(s) of resource	1					
44	Fax number of resource	1					
45	Website of resource	1					
46	Description of services	1					
47	Hours of operation	1					
48	Contact name (administrative)	1					
49	Contact telephone number	1					
50	Contact e-mail address	1					
51	Resource status (active / inactive)	1					
52	Date resource record created	1					
53	Date resource record last updated	1					
54	User name, date, and time tracking of all updates made to resource record	1					
55	User-defined fields	1					

Attachment B.1
Functional Requirements
Section II - Screening

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
	Screening / Triage						
	Client Inquiry / Look-up						
56	Provides inquiry or search feature to determine if a client is new to the System	1					
	Client search features utilize the following techniques to locate existing client records:						
57	Soundex	1					
58	Other search algorithms	1					
	Ability to search or inquire for a client by:						
59	Client name	1					
60	Partial name	1					
61	Aliases	1					
62	Date of birth	1					
63	Social Security number	1					
64	Internal client ID number	1					
65	Combinations of the above	1					
66	Provides probabilistic capabilities on combinations of search criteria	1					The product supports probabilistic capabilities by weighting data element matches to provide higher probability search results.
67	Provides seamless access to client registration if client is not already in the System	1					
68	Ability to define alert conditions and corresponding messages that will appear when viewing an individual client record	1					
	Ability to set alerts in the client record for the following conditions:						
69	Missing data elements	1					
70	Bad debt indicator	1					
71	Ability to display multiple messages and alerts	1					
72	Includes message setting and display functionality based on User security levels	1					
73	Ability to set prompt intervals for message alerts to staff for updating client demographic information	1					

Attachment B.1
Functional Requirements
Section II - Screening

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
	Screening/ Triage						
74	Ability to create user-defined on-line forms to assist in the determination of which services the client requires	1					
75	Ability to access historical client demographic and episode data	1					
76	Ability to add user-defined fields for staff to track screening and triage efforts	1					
	Wait List Management						
77	Ability to maintain a wait list (e.g., Request for Service Log)	1					
78	Provides an on-line data entry screen with user-defined fields for wait list	1					
79	Ability to update wait list information as client circumstances change	1					
	Ability to generate Request for Service logs (wait lists) containing the following client information:						
80	Date and time of entry	1					
81	Referral type	1					
82	Reason for wait list	1					
83	Priority	1					
84	Expected appointment date	1					
85	Program or benefit information	1					
86	User-defined fields	1					
87	Ability to generate reports of wait listed clients	1					
88	Tracks User, time and date of updates to wait list	1					
89	Ability to set triggers based on date for actions	1					
	Benefits Establishment						
90	Provides reporting capability to identify clients that may be eligible for Medi-Cal based on multiple criteria	1					
91	Ability to set reminder ticklers in client record to take follow-up action on or after a certain date	1					

Attachment B.1
Functional Requirements
Section III - Authorization

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
Authorizations							
	Creation and Receipt of Service Authorizations						
	Ability to create service authorization requests for the following types of services:						
92	Inpatient	1					
93	Residential	1					
94	Emergency services	1					
95	Outpatient services	1					
96	Wrap around services	1					
97	Ability to add new types of service authorizations as necessary	1					
98	Ability to accept, capture, store and generate an ASC X12N 278 - Referral Certification and Authorization transaction	1					
99	Ability to create authorization requests through a secure web-enabled portal	1					
100	Automatically detects potential duplicate authorization requests upon entry	1					
101	Ability to review and override authorization status	1					
	Processing of Service Authorizations						
102	Ability to create and attach a user-defined status indicator to a service authorization	1					
103	Ability to approve, deny or defer a service authorization request	1					
104	Ability to automatically generate Notice of Action letters with user-defined responses	1					
105	Ability to track Notice of Action letters sent	1					
106	Ability to track the status of a service authorization request	1					
107	Provides workflow-related rules to direct the flow of service authorizations		1				
108	Provides unlimited authorization level notes with date stamp and time stamp	1					
109	Provides role-based access capability for notes, status determination and opening and closing of service authorization requests	1					
110	Provides capability to verify authorized services against benefit plan and accumulators before approving	1					
111	Authorization module interfaces with client master file	1					
112	Authorization module interfaces with provider master file	1					

Attachment B.1
Functional Requirements
Section III - Authorization

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
113	Provides automatic verification of client eligibility at time of authorization request entry	1					Contractor will work with County on determining Eligibility Status Codes and Aid Codes in the Medi-Cal information to determine appropriate eligibility.
114	Automatically verifies provider contract status at time of authorization request entry	1					
115	Offers different authorization screen formats based on type of service (e.g., inpatient, outpatient)	1					
	Ability to automatically inactivate authorizations:						
116	After a user-defined period of time without receipt of claims		1				
117	Upon member termination	1					
118	When referral provider terminates contract	1					
	Authorized services can be stipulated by:						
119	Procedure code groupings	1					
120	HCPCS groupings	1					
121	ICD-9 or DSM-IV codes	1					
122	Provider	1					
123	Provider taxonomy	1					
124	Place of service	1					
125	Provides linkage to clinical protocols to review guidelines and alternatives prior to authorizing specific procedures for a given diagnosis or condition	1					
	Ability to set and track limits on authorization based on any or all of the following data elements:						
126	Number of visits	1					
127	Units of service	1					
128	Level of service codes	1					
129	Date parameters	1					
130	Cost (dollars)	1					
131	Interfaces with claims adjudication module to update authorization accumulators	1					
132	Automatically sets authorization status to closed when all services have been claimed and claims have been adjudicated		1				
133	Ability to link multiple authorizations for an individual client	1					

Attachment B.1
Functional Requirements
Section III - Authorization

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

Requirement		A	B	C	D	E	Comments
	FFS Inpatient Requirements						
134	Ability to generate authorizations and authorization data that meets the State Treatment Authorization Request (TAR) specifications		1				
135	Ability to submit approved TARs to the State fiscal intermediary electronically		1				
136	Ability to generate a State TAR Update Transmittal (TUT) form		1				
137	Sets field indicators for medical necessity reviews and decisions		1				
138	Ability to enter State TAR appeal level information		1				
	Reporting						
	Provides reporting capability to capture statistics for:						
139	Submissions	1					
140	Approvals	1					
141	Denials	1					
142	Provider type	1					
143	Age of Authorization	1					
144	Other	1					
	Ability to produce the following reports:						
145	Authorization turnaround reports	1					
146	Authorization productivity reports by authorizing User	1					
	Trending of authorizations by:						
147	Referring provider	1					
148	Referred to provider	1					
149	Referred to provider specialty	1					
150	Status (approved / denied / pended)	1					
151	Combinations of the above	1					

Attachment B.1
Functional Requirements
Section IV - Intake

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

Requirement		A	B	C	D	E	Comments
Intake - Registration, Financial Screening, Eligibility							
	Client Registration - General						
152	Permits a single client record to be used across multiple modules	1					
153	Provides a Master Patient Index (MPI)	1					
154	Ability to record a unique client ID number	1					
155	Ability to generate a unique client ID number	1					
156	Availability of all client registration data in all modules as needed, without the need for duplicate entry of information	1					
	Provides on-line, real-time registration feature for gathering and retrieving the following information:						
157	Client information	1					
158	Financial information	1					
159	Clinical data information	1					
160	Includes the ability to upload demographic and financial data	1					
161	Once entered, all demographic and financial fields can be used on user-defined on-line forms, reports generation and printable documents	1					
162	Ability to track clients by means of a client status with user-defined levels (e.g., pre-registered, discharged, etc.)	1					
163	Provides inquiry and search capability with duplicate record checking	1					
164	Provides cross check of name inquiries to identify alias names	1					
165	Ability to link family members	1					
166	Retains history of all changes to each registration field, including User, date and time, previous entry	1					
167	Utilizes pop up windows or other method to select from pre-defined tables or dictionaries (e.g., dictionary of city names, zip codes, referral sources)	1					
168	Ability to create user-defined fields	1					
169	Ability for user-definition of which fields are required for registration process to be complete	1					

Place the number "1" into the appropriate response column:

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Requirement		A	B	C	D	E	Comments
	Includes duplicate record management options:						
170	Merge records	1					
171	Deactivate records	1					
172	Reactivate records	1					
173	Ability to display potential duplicate client records on screen simultaneously for review	1					
174	Ability to interface with third party Master Patient Index (MPI)	1					
	Demographic Information						
	Client						
	Ability to collect client demographic data, including:						
175	Client first name, last name, middle name, suffix	1					
176	Multiple client alias	1					
177	Client address, city, state, zip code	1					
178	Client "homeless" indicator	1					
	Client phone numbers:						
179	Home	1					
180	Work	1					
181	Mobile	1					
182	Other	1					
183	Client employer name	1					
184	Client employer address	1					
185	Multiple client employers	1					
186	Client e-mail address	1					
187	Client Social Security number	1					
188	Client date of birth	1					
189	Client sex	1					
190	Client marital status	1					
191	Client ethnicity	1					
192	Client primary language	1					
193	Client referral source (how client was referred)	1					
194	Client legal status	1					
195	Ability to assign multiple legal statuses to a single client	1					

Attachment B.1
Functional Requirements
Section IV - Intake

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software

E=Not available

	Requirement	A	B	C	D	E	Comments
	Ability to record the date of client signature on the following forms:						
196	Consent forms	1					
197	Client assignment of benefits information	1					
198	HIPAA notification forms information	1					
199	Advance Directive indication	1					
200	Other user-defined forms	1					
201	Ability to set a date associated with forms as a reminder to take future action	1					
	Ability to integrate external documents into the clinical record, including:						
202	Scanned documents	1					This requirement is met using Contractor's Point of Service (POS) document management functionality. Contractor has also included its batch scanning functionality which is interfaced with the Kofax Capture software which allows for limited data recognition on scanned documents to assist in the indexing process.
203	Electronically stored documents	1					Functionality is provided by Contractor's integrated document imaging functionality.
204	Images	1					See Comment in 203 above.
205	Ability to access integrated documents and images from within the client record	1					See Comment in 203 above.
	Collateral Contacts						
206	Ability to record multiple collateral contacts per client	1					
	Ability to collect demographic data for each collateral contact, including:						
207	Collateral contact first name, last name, middle name, suffix	1					
208	Collateral contact address, city, state, zip code	1					
	Collateral contact phone numbers:						
209	Home	1					
210	Work	1					
211	Mobile	1					
212	Other	1					
213	Collateral contact employer name	1					

Place the number "1" into the appropriate response column:

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	Requirement	A	B	C	D	E	Comments
214	Collateral contact employer address	1					
215	Multiple collateral employers	1					
216	Collateral contact Social Security number	1					
217	Collateral contact date of birth	1					
218	Collateral contact gender	1					
219	Collateral contact marital status	1					
220	Collateral contact relationship to client	1					
221	Client consent to collateral contact receipt of information	1					
222	Ability to capture effective and termination dates of collateral contact relationship (e.g., LPS conservatorship, Payeeship)	1					
223	Ability to record other user-defined public agencies involved with the client	1					
224	Ability to link one collateral contact to multiple clients	1					
225	Ability to capture effective and termination dates of collateral contact	1					
226	Retains history or archive of previous collateral contacts associated with a client	1					
	Insurance						
227	Maintains all current and historic insurance company information, including subscriber and effective dates	1					
228	Ability to record multiple active insurance carriers with primary, secondary and tertiary notation	1					
229	Classifies insurance carrier into user-defined financial class categories for billing rules and reporting purposes	1					
230	Prompts User to obtain preauthorization if required		1				
	Ability to collect insurance coverage data, including:						
231	Insurance carrier name	1					
232	Insurance carrier address	1					
233	Insurance carrier city	1					
234	Insurance carrier state	1					
235	Insurance carrier zip code	1					
236	Insurance carrier phone number	1					
237	Group name	1					
238	Group number	1					
239	Subscriber ID number	1					

Attachment B.1
Functional Requirements
Section IV - Intake

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

Requirement		A	B	C	D	E	Comments
240	Client ID number	1					
241	Client relationship to subscriber	1					
242	If self, auto-populate with client information	1					
243	If collateral contact, auto-populate with collateral contact information		1				
244	Subscriber first name, last name, middle name, suffix	1					
245	Subscriber address, city, state, zip code	1					
	Subscriber phone numbers:						
246	Home	1					
247	Work	1					
248	Mobile	1					
249	Other	1					
250	Subscriber employer name	1					
251	Subscriber employer address	1					
252	Subscriber Social Security number	1					
253	Subscriber date of birth	1					
254	Subscriber gender	1					
255	Subscriber marital status	1					
256	Coverage primary, secondary and tertiary	1					
257	Coverage effective and termination dates	1					
	Financial Screening / California UMDAP						
	Provides on-line, real-time financial assessment feature, for gathering and determining financial responsibility, including:						
258	Other Insurance	1					
259	UMDAP	1					
260	Provides annual tickler for required UMDAP re-determination	1					
261	Ability to produce printed forms to be given to clients at the conclusion of the financial assessment process	1					

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
	Eligibility and Insurance Verification						
	Eligibility Loading						
262	Ability to load monthly Medi-Cal eligibility file from the state	1					
263	Updates Medi-Cal eligibility records for all eligible enrollees each month, including all retroactive changes received	1					
264	Alerts staff of retroactive additions and removals that may have an impact on claims	1					
265	Maintains eligibility records for all county eligibles in the state monthly download file, not just individuals who are enrolled as clients	1					
266	Provides eligibility loading, processing and automatic update capabilities for Medicare		1				Avatar supports eligibility loading via 834 and 270/271 integration. Development is ongoing for integration with each distinct Fiscal Intermediary.
267	Provides eligibility loading, processing and automatic update capabilities for other insurance companies and health plans		1				See Comment in 266 above.
	Eligibility Verification						
268	Provides for eligibility of registered clients to be evaluated against the downloaded eligibility files and updated as necessary based on a matching algorithm	1					
269	Provides a real-time interface to the Medi-Cal Point of Service MEDS database for viewing a client's current eligibility status for Medi-Cal and other healthcare coverage information	1					
	Ability to review and update client records for special handling conditions including:						
270	Partial eligibility match requiring investigation	1					
271	Medi-Cal Share of Cost	1					
272	State Aid codes	1					
273	Medicare	1					
274	Other County responsibility	1					
275	Ability to record the Medi-Cal Eligibility Verification Code (EVC)	1					
276	Ability to enter the Medi-Cal Primary Aid Code and County Code	1					
277	Ability to record a client's Share of Cost obligation and ensure that those services are not billed to Medi-Cal	1					
278	Ability to clear a client's Share of Cost obligation	1					
279	Provides an algorithm to identify clients with changes in eligibility status and retroactive billing opportunities	1					
280	Ability to define multiple pharmacy benefits plans for a client	1					

Attachment B.1
Functional Requirements
Section IV - Intake

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

Requirement		A	B	C	D	E	Comments
	Eligibility Information Access						
281	Provides access to a client's eligibility records from other System modules (e.g., Call Logging, Appointment Scheduling, Registration)	1					
	Initial Assessment						
282	Ability to create user-defined assessment forms	1					
283	Ability to integrate with third party licensed assessment tools	1					
	Assessment forms provide:						
284	Free text entry	1					
285	Point-and-click choice	1					
286	Drop down menus	1					
	DSM Assignment						
287	Ability to use of DSM IV codes	1					
288	Ability to collect Axis I - Axis V data	1					
289	Ability to record multiple diagnoses by Axis	1					
290	Ability to designate one diagnosis as 'primary'	1					
291	Ability to look-up DSM-IV codes by partial description	1					
292	Ability to use ICD-9 codes	1					
293	Ability to use ICD-10 codes		1				
294	Provides a cross-walk table to translate diagnoses from one classification system to another	1					
295	Ability to enter and track multiple diagnoses	1					
	Clinician Assignment						
296	Ability to assign and track a case coordinator	1					
297	Displays the case coordinator in the client's demographic information	1					
298	Ability to assign only one case coordinator to a client at any given time	1					
299	Ability to associate a client to a treatment team	1					
300	Maintains history of case coordinator / case manager / SFPR assignments with effective dates	1					
301	Ability to associate multiple providers with a single episode of care	1					
302	Ability to define rules that generate alerts	1					
303	Ability to associate user-defined alerts to a client record	1					
304	Ability to notify assigned clinician based upon user-defined alerts	1					

Attachment B.1
Functional Requirements
Section IV - Intake

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software

E=Not available

	Requirement	A	B	C	D	E	Comments
	Medical History						
305	Ability to record client's past medical history	1					
306	Ability to record client's behavioral health treatment history	1					
307	Ability to record client's family history	1					
308	Ability to record client's social history	1					
	Ability to record client's medication history including:						
309	Prescription Medications	1					
310	Over the counter medications	1					
311	Vitamins and herbal supplements	1					
	Ability to record client's allergy information including:						
312	Medication allergy	1					
313	Food allergy	1					
314	Other allergy	1					
315	Ability to record client's current medical conditions	1					
	Episode Management						
316	Ability to define and track episodes of care for clients	1					
317	Ability to open and close client episodes as appropriate	1					
318	Ability to have multiple client episodes open at same time	1					
	Provides standard statistical reporting on episodes, including:						
	Number of open episodes by:						
319	Provider	1					
320	Location	1					
321	Diagnosis	1					
	Number of episodes opened / closed during a particular period of time by:						
322	Provider	1					
323	Location	1					
324	Diagnosis	1					

Attachment B.1
Functional Requirements
Section V - Service Delivery

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software

E=Not available

Requirement		A	B	C	D	E	Comments
Service Delivery							
	Appointment Scheduling						
325	Provides on-line scheduling of appointments for client services	1					
	Ability to enter the following information in the appointment screen:						
326	Client name	1					
327	Client phone number	1					
328	Presenting problem	1					
329	Symptoms	1					
330	Referral source	1					
331	Authorization number	1					
332	Comments (e.g., symptoms, pre-medication advisory, language needs)	1					
333	Ability to schedule recurring services for a client with one entry (e.g., bi-monthly for three months)	1					
334	Ability to schedule clinicians, therapists and other direct service providers	1					
335	Ability to schedule sites	1					
336	Ability to schedule equipment	1					
337	Ability to schedule out of the office activities	1					
338	Ability to create appointment templates by individual clinicians or resource	1					
339	Provides on-line graphic displays of schedules and available slots	1					
340	Ability to display more than one day's schedule at a time	1					In addition, schedules can be viewed daily, weekly, or monthly.
341	Ability to schedule add-in clients (i.e., add a client to schedule without a time slot)	1					
342	Ability to schedule more than one client at a time (i.e., dual or group sessions)	1					
343	Ability to double-book clients	1					
344	Ability to double-book clinicians staff and resources	1					
345	Displays a pop-up calendar on demand	1					
346	Automatically records identity of User entering appointment information	1					
347	Ability to schedule new clients with incomplete client demographic information	1					

Attachment B.1
Functional Requirements
Section V - Service Delivery

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
	Ability to automatically find available appointment slot for a client in the following ways:						
348	Next available slot	1					
349	By day of week	1					
350	By time of day	1					
351	By length of appointment	1					
352	By clinician	1					
353	By type of appointment	1					
354	By office or location	1					
355	Ability to add an appointment	1					
356	Ability to cancel an appointment	1					
357	Ability to change an appointment	1					
358	Ability to reschedule appointments without having to re-enter data	1					
359	Ability to reschedule bumped clients	1					
360	Tracks and manages schedule changes (e.g., bumped clients, cancellations, no-shows)	1					
361	Ability to reassign (e.g., move) appointments to another clinician	1					
362	Ability to schedule multiple services for a client to be performed at multiple sites	1					
363	Ability to schedule two or more resources simultaneously	1					
364	Ability to perform wave scheduling (i.e., set up appointments by type in time slots)	1					
365	Ability to schedule blocks of time for specific procedures or services	1					
366	Ability to schedule blocks of times for clinicians	1					
	Prints daily appointment list containing:						
367	Appointment information	1					
368	Client account status	1					
369	Client notes	1					

Attachment B.1
Functional Requirements
Section V - Service Delivery

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E=Not available

	Requirement	A	B	C	D	E	Comments
	Ability to generate appointment lists in the following ways:						
370	By clinician	1					
371	By office or location	1					
372	By type of appointment	1					
373	For current day	1					
374	By date and time	1					
375	By date range	1					
376	By equipment, resource type, or both	1					
377	Ability to generate confirmation lists for staff to call and confirm the appointment on the business day prior to the appointment	1					
378	Generates a list of appointments for chart pulling on demand	1					
379	Ability to generate route slips	1					
380	Ability to generate encounter forms	1					
381	Ability to generate fee slips	1					
382	Ability to generate client recall notices	1					
383	Ability to print recall lists	1					
	Ability to generate the following reports:						
384	Cancellations	1					
385	No-shows	1					
386	Appointments kept	1					
387	Missing charges	1					
	Appointment Check-In						
388	Ability to indicate a client has appeared for their appointment	1					
389	Ability to automatically notify clinician that client has checked-in for their appointment	1					
390	Ability to indicate that a client was a "walk-in"	1					
391	Assigns a tracking number for all clients appearing, including walk-ins	1					
392	Ability to reconcile check-ins with service capture and charge entry	1					

Place the number "1" into the appropriate response column:

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Requirement		A	B	C	D	E	Comments
393	Ability to monitor clients within clinic after check in		1				While Avatar tracks check-in and check-out as well as auditing of charting activities, more robust tracking may be desired. Upon clarification, an appropriate solution to meet County requirements can be configured.
	Workflow Support						
394	Provides each clinician with display and printed listing of his or her clients that are active and open	1					
395	Provides tools for planning and organizing the clinicians' work	1					
396	Provides a summary level user-defined screen (e.g., in-box or dashboard) which can be customized by the clinician to assist with workflow organization	1					Avatar's homepage includes a "My Favorites" view, which allows each User to customize personal workflows.
397	Provides on-line authorized access to a client's historical clinical data including past diagnoses, treatment plans, services and medications	1					
398	Ability to create multiple views of clinical history	1					
399	Ability to "flip through" the client data in a manner similar to reviewing a paper chart	1					Each client-based screen in the application has an adjoined 'Chart Review' tab which allows the User to view the client's chart in a behavioral health view with immediate access to diagnosis, level of functioning, program history, assessments, treatment plans, progress notes, abstracts, etc.
400	Ability to define program or pharmacy benefit plan eligibility based on financial, client and utilization criteria	1					
401	Ability to flag a provider when a client meets program or pharmacy benefit plan eligibility criteria	1					
	Service Documentation						
	General Documentation						
402	Provides on-line charting and documentation	1					

Attachment B.1
Functional Requirements
Section V - Service Delivery

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	Requirement	A	B	C	D	E	Comments
	Provides multiple types of service documentation, including:						
403	Pre-defined treatment plans	1					Contractor's solution supports pre-defined treatment plans through the use of libraries that can be used to assist in the creation of a treatment plan. Libraries can be commercially available (such as Wiley Treatment Libraries which can be provided by Contractor but are not included as part of our response), public domain libraries (such as committee created libraries like the one being created by a group of California counties) or custom libraries created by the customer to address the unique needs of the population being served (Contractor has not included services to create or populate custom libraries as part of our response). One or many libraries can be created and are integrated with Contractor's solution for assisting clinicians with the creation of a treatment plan.
404	Online progress notes	1					
	Provides multiple methods of service documentation:						
405	Free text entry	1					
406	Spell check functionality	1					
407	Drop down menus	1					
408	Point-and-click selection	1					
409	Ability to record notes by speaking through voice recognition software	1					
410	Special services	1					
411	Provides spell-check of service documentation notes	1					
412	Ability to record treatment goals	1					
413	Ability to track progress against treatment goals	1					

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	Requirement	A	B	C	D	E	Comments
414	Links progress notes to treatment plan and goals in treatment plan	1					
415	Prompts provider to complete documentation pertinent to a particular condition or program	1					
416	[Intentionally Omitted]						
417	Ability to establish user-defined evidence-based practice guidelines	1					
418	Includes the ability to document and trend quantitative test results	1					
419	Documentation of client service automatically drives service capture or transactions	1					
	Includes electronic signature capability, including the following:						
420	Provides for electronic provider signature	1					
421	Allows multiple providers to sign a single record	1					
422	Permits electronic co-signatures	1					
423	Locks the record from editing once signed	1					
424	Ability to amend documentation after signing and locking	1					
425	Provides on-line prompts where signatures or co-signatures are required in the completion of medical records documentation to avoid charting deficiencies	1					
426	Provides authorization hierarchy for sign-off		1				
427	Records User, date and time of each modification (e.g., update, change, deletion) to the clinical record	1					
428	Ability to sort progress notes for viewing in chronological or reverse chronological order by encounter date	1					
429	Ability to sort progress notes for viewing by type of service	1					
	Client Care / Coordination Plan						
	Provides user-defined treatment plan and crisis management plan templates customizable by multiple variables including:						
430	Location	1					
431	Program	1					
432	Target population	1					

Attachment B.1
Functional Requirements
Section V - Service Delivery

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Requirement		A	B	C	D	E	Comments
433	Ability to develop treatment plan libraries	1					
434	Ability to print treatment plan for client review and signature	1					
	Special Services						
	Group Services						
435	Provides management of group services	1					
436	Ability to add and delete clients from groups	1					
437	Provides single screen documentation and service entry for entire group	1					In addition, customized notes for each group member can be done by editing the common note for all within the group.
438	Provides independent recording of therapist and co-therapist time	1					
	Mobile Operations						
439	Ability to remotely access the System via mobile devices (e.g., laptops, PDAs, tablets)	1					
440	Ability to perform client inquiry or search from remote locations (e.g., outside of the office)	1					
441	Ability to access client records from remote location	1					
442	Ability to access personal work queues from remote location	1					
443	Ability to document services from remote location	1					
	Case Management						
	Ability for staff to update parts of the client record including:						
444	Medical history	1					
445	Medication history	1					
446	Educational history	1					
447	Socialization progress	1					
448	Vocational history	1					
449	Rehab history	1					
450	Community service activity	1					
451	Ability to create rules to identify when case management services are billable vs. non-billable	1					
	Client Linkage Activities						
452	Provides tools to document and track all client referrals in and out of the clinic, department or program	1					

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	Requirement	A	B	C	D	E	Comments
	Order Entry						
	Laboratory						
453	Provides for on-line order entry for laboratory tests	1					
454	Ability to upload lab order results from a HIPAA compliant laboratory system	1					
455	Ability to print laboratory orders	1					
456	Ability to transmit a HIPAA compliant electronic laboratory order	1					
457	Ability to schedule lab draws done on-site	1					
458	Ability to send lab results electronically to provider in-box for review		1				
459	Alerts staff when lab results are outside of normal limits		1				
460	Stores and provides authorized on-line access to historical lab results	1					
	Medication Management						
	Provides for on-line order entry for pharmacy requests, with options to:						
461	Record a pharmacy order to the client's medical record	1					
462	Print a prescription from the client's medical record	1					
463	Captures client medication allergy data	1					
464	Includes presentation of client medication allergy information to providers	1					
465	Displays and captures client food and herbal allergy information to providers		1				
466	[Intentionally omitted]						
467	[Intentionally omitted]						
468	[Intentionally omitted]						
	Provides a comprehensive medication history including the following information:						
469	Medication order added to medication history	1					
470	[Intentionally omitted]						
471	Generates client consent forms by medication	1					
472	Associate signed medication consent forms with applicable prescriptions		1				
473	Display indicator that there is a signed consent form with applicable prescription		1				

Attachment B.1
Functional Requirements
Section V - Service Delivery

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Requirement		A	B	C	D	E	Comments
	Ability to print medication instruction sheet for client including the following items:						
474	Dosage	1					
475	Administration instructions	1					
476	Description of medication	1					
477	Side effects	1					
478	Adverse reactions	1					
479	Provides alerts to providers if lab testing is recommended		1				
	Medication Reporting						
480	Ability to create user-defined reports	1					
	Includes the following standard reports:						
481	List of clients with prescriptions expiring	1					
482	List of clients currently or previously on a particular medication(s)	1					
	Reports, by time period, of prescribed medications by:						
483	Prescriber	1					
484	Clinic	1					
485	Medication requested	1					
486	Medication dispensed	1					
487	Dispenser of medication	1					
488	Client	1					
489	Diagnosis	1					
	Medical Record Management						
490	Ability to define one or more reports as the formal health record for disclosure purposes	1					
491	Ability to generate hardcopy print of all or part of the medical record	1					
492	Ability to generate electronic copies of all or part of the medical record	1					
493	Maintains administrative files that catalog requests and release of medical record information	1					
494	Maintains administrative files that catalog receipt of and information released via subpoena	1					
495	Maintains administrative files that catalog medical record information requested and released in cases involving litigation	1					

Attachment B.1
Functional Requirements
Section V - Service Delivery

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Requirement		A	B	C	D	E	Comments
496	Automatically track billing and payment information related to medical record correspondence	1					
	Quality Management / Reporting						
497	Ability to create user-defined outcome measures	1					
498	Ability to generate outcome measure reports	1					
499	Provides client, service, and outcome measure reporting based on SDMH MHSA CSS requirements	1					In addition, Contractor supports CalOMS, CSI, and OSHPD in production environments throughout California.
500	Ability to generate staffing level reports by facility	1					
501	Ability to generate caseload reports by clinician	1					
502	Ability to generate caseload reports by facility or site	1					

Attachment B.1
Functional Requirements
Section VI - Billing

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software

E=Not available

Requirement		A	B	C	D	E	Comments
Billing							
	Billing - General						
503	Provides multi-site billing with centralized billing office model	1					
504	Provides multi-site billing with de-centralized billing office model	1					
505	Integrates or interfaces with registration, appointment scheduling, clinical EHR, authorizations, and eligibility components	1					
506	Ability to use multiple fee schedules in billing process	1					
507	Provides fee schedule update capability at the individual fee code level	1					
508	Provides global update of fee schedules	1					
	Ability to upload reference tables, including:						
509	CPT-4	1					
510	CPT-4 Modifiers	1					
511	DSM-IV	1					
512	ICD-9	1					
513	HCPCS	1					
514	Revenue codes	1					
515	Place of service codes	1					
516	Ability to manually modify reference tables	1					
517	Ability to establish User defined billing rules	1					
518	Ability to bill using sliding fee schedules	1					
519	Incorporates Medi-Cal regulations into billing Component	1					
520	Tracks Medi-Cal Share of Cost history	1					
521	Provides annual liability calculations and tracks limits	1					
522	Incorporates Medicare regulations into billing Component	1					
523	Tracks User, date and time of any additions, changes or deletions of billing related transactions	1					

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Functional Requirements
Section VI - Billing

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Requirement		A	B	C	D	E	Comments
	Ability to manage multiple reimbursement methodologies, including:						
524	Fee-for-Service	1					
525	Case rates	1					
526	Per diem	1					
527	Capitation	1					
528	Fixed rates	1					
529	Grant-in-aid	1					
530	Bundling and unbundling of service codes by payer	1					
531	Self-pay	1					
532	Sliding fee schedule	1					
533	Handles sequential billing of payers, ensuring that the sequence is based on coverage the client has and the services that are covered by the plans	1					
534	Ability to bill for a single client who has multiple distinct episodes	1					
535	Ability to bill multiple clients to a single guarantor	1					
	Service Entry / Charge Capture						
536	Provides manual, batch-based charge entry with drop down menus	1					
537	Ability to bill administrative and educational services that are not related to a specific client	1					
538	Ability to record and bill Medi-Cal Administrative Activities (MAA)	1					
539	Ability to record and bill Medi-Cal Quality Assurance activities (QA)	1					
540	Ability to record and bill Community Outreach Services (COS)	1					
541	Generate services and charges based on progress note documentation	1					
542	Offers coding assistance to providers based on client record documentation	1					Avatar provides ease of coding by making code determinations based on program, location, practitioner, gender, and age as examples through our billing engine. Practitioners need not make separate code choices based on these criterias.
543	Links appointment tracking number to charges for reconciliation purposes	1					
544	Ability to edit charges	1					
545	Ability to record Medi-Cal Share of Cost obligation	1					

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Functional Requirements
Section VI - Billing

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	Requirement	A	B	C	D	E	Comments
	Charge Generation						
	Ability to calculate charges based on:						
546	Time or duration of service	1					
547	Units of service by service codes	1					
548	Incident-to services	1					
549	Ability to split charges or prorate charges amongst clinicians	1					Charges are calculated based on clinician durations as per Medi-Cal regulations.
	Group Services						
550	Calculates fees for group service billing	1					Group charges are calculated based on Medi-Cal regulations taking number in the group as well as clinician time.
	Charge Review						
551	Provides a review stage and release option	1					
	Provides automatic billing edits to validate:						
552	Clinician credentials appropriate to service rendered	1					
553	Clinician certification is appropriate to payer	1					
554	Checks time durations for validity	1					
555	Checks service location appropriate to service rendered	1					
556	Detects duplicate service entry	1					
	Bill Submission / HIPAA Transactions						
	External payers						
	Ability to print and reprint the following billing forms:						
557	UB-04	1					
558	CMS 1500 (08 / 05)	1					
559	Provides electronic submission of claims in the ASC X12N 837I and 837P transaction formats	1					
	Provides ability to submit ASC X12N 837I / P to transactions to any of the following:						
560	Claims processing module	1					
561	External payers	1					
562	Medi-Cal	1					
563	Medicare	1					

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Functional Requirements
Section VI - Billing

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Requirement		A	B	C	D	E	Comments
564	Ability to generate Medicare crossover billing transactions	1					
565	Ability to process Medicare crossover billing transactions	1					
566	Ability to bill services to the last payer to be billed in the sequence other than the client or guarantor	1					
	Ability to suppress billing of:						
567	Clients	1					
568	Guarantors	1					
569	Ability to bill multiple funds for services not covered by other payers	1					This functionality is currently available - Response A. Group services are billed according to the set up in the Benefit Plans to distribute liability to the payer(s). The group calculation is dependent upon the set up of the Avatar service code and must be a Medi-Cal Financial Class for specific California group billing rules. Avatar allows for the specific rules for group calculations for DMH and ADP. Remaining payers are billed as standard CPT units.
570	Ability to bill third party insurance carriers	1					This functionality is currently available - Response A.
	Self Pay						
571	Ability to apply manual adjustments to outstanding balances	1					
572	Ability to apply manual adjustments to the annual liability limit	1					
573	Ability for end-user to apply special user-defined payment arrangements	1					
	Client Statements						
574	Ability to design custom client statements	1					
575	Ability to use preprinted client statements	1					
576	Ability to print client statements on demand	1					
577	Ability to print client statements in user-defined groupings or cycles	1					
578	Ability to suppress printing of bill	1					
579	Ability to create user-defined messages for letter generation	1					
580	Ability for the User to view the statement in the same format as the client	1					
581	Ability to reprint previous statements	1					

Attachment B.1
Functional Requirements
Section VI - Billing

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Requirement		A	B	C	D	E	Comments
	Grant Billing						
582	Ability to setup grants as a funding source	1					
	Payment / Adjustment / Denial / Refund Application						
583	Ability to receive and process an ASC X12N 835 transaction remittance file from multiple payers	1					
584	Provides automatic, line item posting of payments, adjustments and denials based on ASC X12N 835 remittance file	1					
585	Ability to manually post payments, adjustments and denials to a line item	1					
586	Provides automatic batch posting of payments	1					
	Provides time of service posting of:						
587	Co-payments	1					
588	Share of Cost payments	1					
589	Annual liability payments	1					
590	Balance due payments	1					
591	Generates cash deposit reports for cash drawer reconciliation	1					
592	Automatically transfers balances from one payer to the next	1					
593	Automatically generates bill to next payer once payment is posted	1					
594	Provides refund management for overpaid claims or claims paid in error	1					
	Accounts Receivable / Collections Management						
595	Shows client transaction register real-time, on-line	1					
	Ability to view the client transaction register with multiple filtering options, including:						
596	By date	1					
597	By provider	1					
598	By location	1					
599	Ability to transmit account data to outside collection agency	1					
	Reporting						
600	Tracks missing charges by comparing appointments to charges	1					
	Provides detailed and summary level accounts receivable aging reports sorted by:						
601	Payer	1					
602	Provider	1					
603	Provides detailed and summary level aged credit balance reports	1					

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Functional Requirements
Section VI - Billing

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	Requirement	A	B	C	D	E	Comments
604	Provides management reports	1					
605	Provides reports of charges	1					
606	Provides reports of payments	1					
607	Provides reports of adjustments	1					
608	Provides reports of denials	1					
609	Ability to define report layouts and choose fields	1					
610	Ability to generate Medi-Cal cost report	1					Crystal Reports are used to provide data for the cost report schedules (MH 1901 Schedule B).
611	Ability to generate Medicare cost report	1					Crystal Reports are used to provide data for the cost report schedules.
612	Provides a report writer tool allowing the User to generate customized reports				1		Any ODBC commercially available report writer. Avatar uses Crystal Reports V10 as its integrated reporting tool. Reports written by customers using Crystal Reports can be integrated into multiple places within Avatar. Other commercially available report writers (i.e., Cognos) can be accessed through the Avatar menu using an URL. This single menu entry allows users to access additional reporting tools and reports created with the tool without having to leave the Avatar system.

Attachment B.1
Functional Requirements
Section VII - Closure

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

Requirement		A	B	C	D	E	Comments
Closure							
	Discharge Planning and Management						
	Ability to create a client discharge summary containing the following data elements:						
613	Admission date	1					
614	Discharge date	1					
615	Reason for admission or presenting information	1					
616	Services received	1					
617	Client response to services or treatments	1					
618	Provides for collection of Axis I - Axis V DSM IV Diagnosis data	1					
619	Multiple diagnoses by Axis	1					
620	Designation of one diagnosis as "primary"	1					
621	Medications prescribed	1					
622	Disposition and recommendations	1					
623	Additional user-defined fields	1					
	Provides reporting on episode closures that includes the following data fields:						
624	Client name	1					
625	Discharge date	1					
626	Referral out code	1					
627	Referring provider	1					
628	Legal status	1					
629	Diagnoses	1					
630	Additional user-defined fields	1					
631	Ability to re-open a closed episode when client returns for services	1					
632	Ability to modify a discharge date	1					
	Provides user-defined fields to enter clinical review notes on discharge summary including:						
633	Continued treatment needs	1					
634	Educational needs	1					
635	Supervision needs	1					
636	Progress notes	1					
637	Medications	1					

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Functional Requirements
Section VII - Closure

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	Requirement	A	B	C	D	E	Comments
	Provides reporting capability to capture:						
638	Open episodes without service activities for 60, 90, 120 days	1					
639	Open client records without service activities for user-defined period of time	1					
640	Closed episodes with referral out	1					
641	Closed episodes with no referral to external entity	1					
642	Ability to write free text notes	1					
	Tracks notes linked to each client episode by a system supplied audit trail that includes:						
643	User name	1					
644	Date	1					
645	Time	1					
	Referral Out Tracking						
646	Ability to generate a referral form to link clients to approved treatment, recovery, and aftercare support services	1					
647	Ability to define standard reasons for referral for use on referral form	1					
648	Ability to record multiple referrals per client	1					
	Ability to capture all of the following data elements related to referring a client to another provider:						
649	Agency	1					
650	Program	1					
651	Contact person	1					
652	Client name	1					
653	Client ID	1					
654	Admit date	1					
655	Referral date	1					
656	User-defined reasons for referral	1					
657	Transfer from	1					
658	Transfer to	1					
659	Aftercare arrangements notes	1					
660	User-defined fields	1					
661	Ability to set alerts, triggers, or reports at the client record level for periodic follow-up on progress and treatment coordination	1					

Attachment B.1
Functional Requirements
Section VII - Closure

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	Requirement	A	B	C	D	E	Comments
	Record Retention						
662	Ability to archive client records and maintain files within a user-defined period	1					
663	Ability to print selected portions of client record upon request	1					
664	Ability to record and track client record requests	1					
	Ability to extract archived files upon demand by:						
665	Year	1					
666	[Intentionally Omitted]						
667	[Intentionally Omitted]						
668	Date range	1					
	Episode Closure / Record Closure						
669	Ability to close client episodes	1					
670	Ability to note reason for closure through user-defined codes and descriptions	1					
671	Automatic notification of episode closure to Case Manager or Case Coordinator	1					

Attachment B.1
Functional Requirements
Section VIII - Claims

Place the number "1" into the appropriate response column:

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E=Not available

Requirement		A	B	C	D	E	Comments
Claims Administration							
	Claim Structure						
	Ability to use and validate HIPAA compliant code sets, including:						
672	CPT-4	1					
673	CPT-4 Modifiers	1					
674	DSM-IV	1					
675	ICD-9	1					
676	HCPCS	1					
677	Revenue codes	1					
678	Place of service codes	1					
679	NDC		1				
680	Ability to maintain the procedure code master file including modifiers and descriptions	1					
681	Ability to maintain the diagnosis code master file including descriptions	1					
682	Ability to maintain code history in order to adjudicate claims and adjustments with service dates prior to code updates	1					
683	Ability to receive and process provider submitted ASC X12N 837 - Health Claims or Equivalent Encounter Information	1					
684	Ability to manually enter CMS-1500 claims	1					
685	Ability to manually enter UB-04 claims	1					
686	Provides a data structure with standard claim fields that allows for electronic receipt and upload of ASC X12N 837 format	1					
687	Provides separate modules for institutional and professional claims with screen formats that capture all data elements from the CMS-1500 and UB-04	1					
688	Ability to receive and process the UB-04 format	1					
689	Ability to perform on-line adjudication	1					
690	Provides automatic assignment of claim unique number and retains that number until adjudication process is completed		1				
691	Ability to track and match internal claim numbers with Medi-Cal claim numbers when 835 file is received from the State		1				

Attachment B.1
Functional Requirements
Section VIII - Claims

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

Requirement		A	B	C	D	E	Comments
692	Ability to submit Medi-Cal claims real-time to the SDMH	1					Avatar supports real-time creation of claims on a monthly, weekly, daily, or other frequency. Once created, claims are immediately available for submission to SDMH.
	Ability to create, configure and maintain the following:						
693	Claims adjudication rules	1					
694	Claims edits	1					
695	Provider contract specific edits	1					
696	Fee schedules	1					
697	Remittance Advice remark codes	1					
698	Claims adjustment reason codes and descriptions	1					
699	Claims denial codes and descriptions	1					
700	Claims suspend codes and descriptions	1					
701	Claims payment disposition codes and descriptions	1					
702	Ability to configure and maintain benefit tables	1					
703	Ability to use a group or vendor ID	1					
704	Ability to use the National Provider Identifier (NPI)	1					
705	Interfaces with the Eligibility module to verify client eligibility	1					Contractor will work with County on determining Eligibility Status Codes and Aid Codes in the Medi-Cal information to determine appropriate eligibility.
706	Eligibility data contains start and end dates for current and historical eligibility segments	1					
707	Interfaces with the Authorization module during claims processing	1					
	Provides logic to automatically match claim to open authorization based on:						
708	Procedure codes within a designated range of authorized procedures	1					
709	Down-coded or up-coded procedures	1					
710	Provider practicing within the same group as the authorized provider or under the same vendor ID	1					
711	Client name	1					
712	Client ID	1					
713	Type of service	1					
714	Date of service	1					

Attachment B.1
Functional Requirements
Section VIII - Claims

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Requirement		A	B	C	D	E	Comments
715	Interfaces with Provider modules and allows claims examiners to look-up provider information	1					
716	Provides automatic pricing of claim based on the provider's contracted fee schedule	1					
717	Provides logic to detect user-defined timely filing limits based on service date and claim receipt date	1					
718	Provides logic to detect Medi-Cal and SDMH allowable late codes and adjudicate the claim appropriately		1				Integration of Medi-Cal late codes and appropriate logic will be integrated into Avatar.
719	Ability to create user-defined rules for determining whether provider payment for unauthorized services will be pended or paid	1					
720	Maintains complete history of all changes to claims	1					
	Provides access to the following additional information from the claims screen during adjudication without losing data entered:						
721	Client eligibility	1					
722	Provider contract, affiliation and pricing	1					
723	Procedure auto-coding tools	1					
724	Diagnosis auto-coding tools	1					
725	Authorizations	1					
726	Claims history	1					
727	Claims history notes	1					
728	Ability to enter free text claim notes	1					
	Tracks claim notes linked to each individual claim by:						
729	User name	1					
730	Date	1					
731	Time	1					
732	Ability to initiate global change of claims when benefit plan changes are made	1					
733	Ability to update funding sources on a claim without resubmitting to a payor	1					
	Pricing						
734	Ability to use multiple contractor agreements	1					
735	Provides logic to price claims with services funded by multiple payers and differing benefit designs	1					

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E=Not available

Requirement		A	B	C	D	E	Comments
	Ability to price claims using multiple payers for a client and the ability to track for each payer:						
736	Benefit limits		1				Processing of multiple payer limitations supported in the billing engine for outbound claims, however, inbound claims are adjudicated based on the assigned funding source with support of 3rd party payments, but not tracking of limitations.
737	Deductibles		1				See comment in 736 above.
738	Co-pay		1				See comment in 736 above.
739	Co-insurance		1				See comment in 736 above.
740	Ability to track covered and non-covered services		1				See comment in 736 above.
	Ability to price claims using multiple provider reimbursement rate methodologies including:						
741	Fee-for-Service	1					
742	Case rates	1					
743	Per diem	1					
744	Capitation	1					
745	Fixed rates	1					
746	Grant-in-aid	1					
747	Bundling and unbundling of service codes by payer	1					
748	Self-pay	1					
749	Sliding fee schedule		1				Multiple sliding fee scales are supported for all directly operated services.
750	Ability to price claims using multiple fee schedules by payer, including state-specific fee schedules	1					
751	Ability to price claims according to one-time negotiated fee arrangements	1					

Attachment B.1
Functional Requirements
Section VIII - Claims

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Requirement		A	B	C	D	E	Comments
	Payment and Adjudication						
752	Provides auto-adjudication of claims	1					
753	Automatically adjudicates claims on a per claim basis	1					
	Adjudicates claims based on:						
754	User-defined rules	1					
755	Payer eligibility	1					
756	Service included within benefit plan	1					
757	Provider eligibility	1					
758	Covered diagnoses	1					
759	Primary payer	1					
760	Secondary or other subsequent payer	1					
761	Other user-defined fund source rules	1					
762	Ability to initiate provisional payments for claims	1					
763	Calculates payment based on credit or debit balances	1					
764	Provides accounts payable function	1					
765	Maintains individual accounts for each provider	1					
766	Ability to link multiple facilities to a single administrative entity for payment		1				
767	Maintains transaction history of provider payment activity	1					
768	Provides accounts receivable function	1					
769	Ability to reconcile payments to receivables	1					
770	Ability to post cost settlement actions to provider balances		1				
771	Ability to apply refund checks to provider accounts		1				
772	Provides line item adjudication with whole claim pricing	1					
773	Ability to enter payment and denial information from Coordination of Benefits (COB) payers where the County is not the primary payer	1					
774	Provides logic to require COB information prior to County payment of secondary or tertiary benefits	1					

Attachment B.1
Functional Requirements
Section VIII - Claims

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Requirement		A	B	C	D	E	Comments
	Provides complete COB adjudication including:						
775	Ability to price at a secondary and tertiary level	1					
776	Ability to process claims attachments	1					
777	Provides direct interaction with the authorization management module to limit claims payment	1					
778	Ability to configure claims to pend for review based on user-defined criteria	1					
779	Ability to set a provider contract maximum limit for each funding source	1					
780	Ability to edit against provider contract maximum amounts by funding source	1					
	Sets claims to "deny" status when:						
781	Authorization is required and a matching authorization cannot be found	1					
782	Client is not found in eligibility files	1					
783	Provider is not certified to perform service	1					
784	Provider is not found	1					
785	Provider contract maximum amount is exceeded	1					
786	Claim does not meet user-defined timely submission criteria	1					
787	Funding source amount is exceeded	1					
	Provides auto-population and manual entry of the following information on a claim:						
788	Co-payments	1					
789	Deductibles	1					
790	Out-of-pocket maximums	1					
791	Share of Cost	1					
792	Annual liability	1					
793	Co-insurance	1					
794	Detects duplicate claims or possible duplicate claims	1					
795	Ability to flag claims as duplicates or possible duplicates	1					

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Requirement		A	B	C	D	E	Comments
	Ability to track service limits for each type of authorization including:						
796	Number of visits or days	1					
797	Number of client service hours	1					
798	Number of clinician service hours	1					
799	Number of days or weeks	1					
800	Specific service codes	1					
801	Service codes clusters	1					
802	Specific dollar limits	1					
803	Ability to automatically generate reminders to service providers when authorization limits have been reached or nearly reached	1					
804	Calculates interest based on user-defined parameters		1				
805	Calculates interest based on provider contract stipulations		1				
806	Ability to track provider claims appeals and denials from inception to resolution	1					
807	Provides individual work queues for claims processors and examiners	1					
808	Automatically routes claims to queues to the appropriate level of examiner	1					
809	Ability for staff to route claims to a specific work queue	1					
810	Permits claims overrides based on security levels and fields	1					
811	Applies Medi-Cal lock-out rules when adjudicating claims		1				Contractor will require clarification of this rule during GAP analysis sessions.
	Adjustment Processing						
812	Links adjustments (e.g., voids and additional payments) of claims to original claim	1					
813	Ability to adjudicate adjustment claims	1					
814	Ability to void claims	1					
815	Ability to suspend certain lines within a claim for research or additional documentation	1					
816	Ability to produce refunds to clients		1				Refunds and supplemental payments/adjustments to providers are supported through claims adjudication but refunds to clients with appropriate checks and balances will require development.
817	Ability to apply adjustments to provider credit and debit balances	1					
818	Maintains original claim number in subsequent claims (e.g., adjustments and voids)	1					
819	Provides real-time on-line correction process for pending claims	1					

Attachment B.1
Functional Requirements
Section VIII - Claims

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Requirement		A	B	C	D	E	Comments
	Auditing and Validation						
820	Provides a batch control system to ensure all claims received are processed	1					
821	Validates each service performed by an identified staff person	1					
822	Checks services to determine valid time durations and location of service	1					
823	Checks services for duplicate service entry checks, with error notification at time of data entry	1					
	Provides the following random sampling approaches for auditing:						
824	Percentage of claims	1					
825	By provider	1					
826	By client	1					
827	By examiner	1					
828	By status (e.g., processed, pended, adjudicated, paid)	1					
829	By dollar thresholds	1					
830	By specified date	1					
831	Provides flagging of claims by category for mandatory auditing	1					
832	Flags audited claims to avoid inclusion in subsequent audits		1				Claims can be flagged for audit, but in order to be suppressed from future audits, manual "re-flagging" is necessary.
833	Provides audit sampling for both prepayment and post payment timeframes	1					
	Reporting						
	Provides appropriate operations reports to support claims receipt and processing including:						
834	Pre-adjudicated batch reports	1					
835	Exception reports	1					
836	Claims ready for payment reports	1					
837	Claims aging reports	1					
838	Denied claims reports	1					
839	Pending claims reports	1					
840	Claims inventory report	1					
841	Account balance reports	1					

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Requirement		A	B	C	D	E	Comments
842	Ability to create user-defined reports	1					User-defined reports can be created. Contractor recommends Crystal Report writer however, other third party tools can be used to write reports (see Requirement 612).
843	Generates electronic and hard copy reports using the ASC X12N 835 - Healthcare Payment and Remittance Advice format	1					
844	Ability to create or suppress an Explanation of Benefits (EOB) / remittance advice based on user-defined criteria		1				User-defined criteria will need to be developed.
845	Ability to regenerate an EOB / Remittance Advice on demand	1					
846	Ability to print informational messages on EOB / Remittance Advice	1					
	Provides claims inquiry by:						
847	Provider, provider group or vendor ID	1					
848	Place of service	1					
849	Provider type	1					
850	Client, using all client search criteria	1					
851	Date of service or range of dates	1					
852	Date of receipt or range of dates	1					
853	Date of payment or range of dates	1					
854	Procedure	1					
855	Diagnosis	1					
856	Claims status (e.g., paid, pended, denied)	1					
857	NPI	1					
858	Combination of any of the above	1					
859	Provides reports of provider account balances	1					
860	Provides account receivable reports	1					
861	Provides account payables reports	1.					
	Fee Schedule Maintenance						
862	Ability to manually update fee schedules	1					
863	Ability to maintain multiple fee schedules with start and end dates and retain history	1					
864	Retains historic fee schedules	1					
865	Applies appropriate fee schedule rates based on dates of service and fee schedule date during claims adjudication	1					

Place the number "1" into the appropriate response column:

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E=Not available

Requirement		A	B	C	D	E	Comments
	Provider Data						
	Provider file contains the following key data elements:						
866	Unique provider ID	1					
867	Provider name	1					
868	National Provider Identifier (NPI)	1					
869	Provider IDs for all clinicians performing services at site	1					
870	Professional license number	1					
871	Driver's license number	1					
872	DEA Number	1					
873	Multiple provider addresses	1					
874	Status indicator	1					
875	Contract rates	1					
876	Contract maximums	1					
877	Funding source maximums	1					
878	Provider type	1					
879	Provider specialty	1					
880	Provider status	1					
881	Multiple provider site information	1					
882	Credentialing indicator	1					
883	Contact names	1					
884	User-defined fields	1					
885	Languages spoken	1					
886	Effective dates	1					
887	Certification indicators	1					
888	Certification dates	1					
889	Ability to inactivate providers and vendors	1					
890	Ability to retain inactive provider and vendor data	1					

Attachment B.1
Functional Requirements
Section VIII - Claims

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Requirement		A	B	C	D	E	Comments
	Ability to search provider file by:						
891	Provider ID	1					
892	Provider name	1					
893	Provider type	1					
894	Provider specialty	1					
895	Provider status	1					
896	NPI	1					
897	Ability to place a payment hold on providers and vendors		1				The creation of EOBs can manually have providers suppressed.
898	Ability to update provider information	1					
899	Ability to add out of network providers	1					
900	Ability to print provider directory	1					
901	Ability to reactivate providers	1					
902	Ability to add providers manually	1					
903	Ability to upload provider data from external sources	1					
904	Ability to extract provider data to file	1					
905	Ability to store multiple contract rates for a single provider	1					
906	Ability to maintain historical contract rate information	1					
907	Ability to generate reports from the provider file	1					
908	Ability to detect potential duplicate provider file records	1					

Attachment B.1
Functional Requirements
Section IX - Portals

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
Portals							
909	Provides a secure web-enabled provider portal	1					
910	Tracks all activity of individuals accessing data through the provider portal	1					
911	Ability to create user-defined screens for use in the provider portal	1					
912	Provides a secure web-enabled client portal	1					
913	Tracks all activity of individuals accessing data through the client portal	1					
914	Ability to create user-defined screens for use in the client portal					1	

ATTACHMENT B.2

TECHNICAL REQUIREMENTS

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Attachment B.2
Technical Requirements
Section I - System Architecture

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
System Architecture							
	General						
1	Ability to access all User Components via a web browser	1					
2	Includes queue management, forms management, and print distribution capabilities	1					
3	Ability for vendor to securely access the System remotely via direct access through a secure connection over the Internet	1					
4	Components of the System use IE7 multiple tabs	1					Avatar as a web-enabled application that runs within the tab structure of IE7.
	Network						
5	Application can be executed in a Microsoft Terminal Services environment	1					
6	Application can be executed in a Citrix Client environment	1					
7	Ability for designated staff to send broadcast messages within the System	1					
	Application						
8	Provides optical scanning of hardcopy documents and document indexing features	1					
9	Provides for incorporation and indexing of digital images (e.g., photographs, Electroencephalogram)	1					
10	[Intentionally Omitted]						
11	System Software is case sensitive	1					

Attachment B.2
Technical Requirements
Section II - Database

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
Database							
12	Utilizes Oracle, SQL Server or Caché as the Database Management System (DBMS)	1					
13	Provides utilities or other tools for administrative Users to evaluate data relationships between tables	1					
14	Includes Entity Relationship Diagram of logical design available electronically	1					
15	Includes Entity Relationship Diagram of physical table design (including attributes) available electronically	1					
16	Includes functional descriptions of stored procedures within the database	1					
17	Includes an electronic data dictionary	1					
18	Provides a data dictionary which includes user-defined fields and tables which can be viewed online	1					
19	Ability to load meta-data into a reporting repository	1					
20	Provides a normalized data model for processing of data	1					
21	Provides ad-hoc data access to the production database for trouble-shooting purposes	1					
22	Ability to create data views	1					
23	Ability to automatically rollback deadlocked processes	1					
24	Ability to store data in XML format	1					Avatar Mobile's data is stored locally on the laptop in an encrypted XML file.
25	Utilizes Structured Query Language	1					
26	Provides a diagnostic tool or utility to identify contaminated and corrupt files and locate the contamination within the file	1					As part of the database integrity checking tools.
27	Provides a tool or utility to select individual records and execute an update	1					
28	Provides a tool or utility to select a group of records and execute a mass update	1					
29	Ability to create forms online	1					
30	Ability to capture all data elements from online forms	1					
31	Ability to populate online forms using all data elements	1					

Attachment B.2
Technical Requirements
Section III - Reporting

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

Requirement		A	B	C	D	E	Comments
Reporting							
	Reporting Repository						
32	Provides a reporting repository that is separate from the production database	1					
33	Provides a reporting repository that is synchronized to the production database on a predefined schedule	1					
34	Provides a database to serve as a reporting repository	1					
35	All data elements in System are available for download to the reporting repository	1					
36	Captures data from user-defined fields and screens	1					
	Accesses data within the reporting repository by:						
37	Standard menus and screens	1					Avatar menus support accessing data from reporting repositories thru alternate ODBC connections or County owned third party reporting tools can be invoked from within the Avatar menus.
38	User-defined menus and screens				1		Repository data can be reported using Crystal Reports V10 or a County owned third party data tool. County owned third party data analysis tools may allow for User-defined menus and screens.
39	Standardized reports				1		Standard Reports would be part of a County-owned third party data analysis tool.
40	Ad-hoc reports				1		Ad-hoc reporting of repository data can be done using Crystal reports or a County-owned third party data analysis tool.
41	Access to the reporting repository is unaffected by the primary site server(s) (production) and recovery data center site server(s) availability	1					
42	Ability to extract and download from reporting repository	1					
43	Includes a Data Extract, Transform, and Load Utility (ETL) to load data from the production database to the reporting repository	1					Excludes Transform.

Attachment B.2
Technical Requirements
Section III - Reporting

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A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
44	Ability to create data marts				1		Data marts can be created using County-owned products. Contractor's data extract tool supports SQL Server and Oracle database solutions. Contractor included SQL Server Standard as part of its response. If the County has a licensed SQL Server cluster (or licensed Oracle database), it can be used as the data mart database.
45	Ability to create tables with user-defined elements within the reporting repository	1					
46	Reporting database resides on its own server	1					
	Report Writing						
	Provides one integrated report writer tool with access to:						
47	All fields within all Components				1		Crystal Reports or any ODBC compliant report writing software can be used with Avatar.
48	All fields, including user-defined fields added to the production database				1		See comment in 47 above.
49	Provides a report writer tool that is menu driven				1		See comment in 47 above.
50	Provides a report writer tool for use by Users				1		See comment in 47 above.
51	Provides help text available within the report writer tool				1		See comment in 47 above.
52	Ability to write queries and save them				1		See comment in 47 above.
53	Ability to print reports locally	1					
	Ability to save reports in the following formats:						
54	Adobe (.pdf)	1					In addition, any ODBC compliant report writing
55	MS-Excel (.xls)	1					See comment in 54 above.
56	MS-Word (.doc)	1					See comment in 54 above.
57	Plain Text	1					See comment in 54 above.
58	Other	1					See comment in 54 above.

Attachment B.2
Technical Requirements
Section IV - Security

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
Security							
	Access Control						
59	Ability to restrict rights, privileges or access at the User and group level	1					
60	Ability to assign rights, privileges or access to processes for specified tasks	1					
	Ability to authorize administrators to manage restrictions or privileges associated with Users, groups, and processes including:						
61	Defining levels of access	1					
62	Assigning levels of access	1					
63	Modifying a level of access	1					
64	Removing a level of access	1					
	Ability to associate permissions with a User using the following access controls:						
65	User-based (i.e., access rights assigned to each User)	1					
66	Role-based (i.e., Users are grouped and access rights assigned to these groups)	1					
67	Context-based (i.e., role-based with additional access rights assigned or restricted based on the context of the transactions, such as time-of-day, workstation-location, emergency-mode, etc.)	1					
68	Assigns record only to designated Users	1					
69	Makes record inaccessible (e.g., blinds and locks) to non-designated Users	1					
70	Ability to override restricted assignment and assign to another designated User	1					
71	Provides notification when Break-the-Glass function is used	1					
	Ability to limit User functionality based on the following access rights:						
72	Read	1					
73	Write	1					
74	Modify	1					
75	Transmit	1					
76	Download	1					
77	Ability to revoke the access privileges of a User without requiring deletion of the user	1					
78	Integrates with Microsoft Active Directory for authentication	1					
79	Provides integrated security managed in a central accounts database	1					
80	Ability to view list of Users logged on to System in real-time	1					
81	Ability to add user-defined messages to log-on screen	1					

Attachment B.2
Technical Requirements
Section IV - Security

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Requirement		A	B	C	D	E	Comments
	Audit Control						
82	Generates an audit record for all activity of a given User (i.e., a trail of all user activity within the System)	1					
83	Generates an audit record for activity associated with a transaction, from creation to completion, including logging of data additions, changes, and deletions	1					
84	Ability to record and monitor all accesses of a patient record	1					
85	Ability to record and monitor all activity of a patient record	1					
86	Ability to generate an audit record whenever a client record is viewed	1					
87	Ability to select which transactions to capture	1					
88	Ability to select data elements captured in audit records	1					
89	Ability to capture all Users who have used a given function	1					
90	Ability to capture all Users who have updated a given field	1					
91	Ability to establish policy-based retention periods for audit information	1					
	Records within each audit record the following information when it is available:						
92	Date and time of the event	1					
93	Component of the System (e.g., software, hardware) where the event occurred	1					
94	[Intentionally Omitted]						
95	Type of transaction	1					
96	User identity	1					
97	Outcome (success or failure) of the event	1					
98	Tracks the before and after record of modified data elements	1					
99	Ability to log system administrator activity	1					
100	Ability to restrict system administrator from changing log activity	1					
	Provides authorized administrators with the capability to read all audit information from the audit records in a human readable format using the following options:						
101	Reports based on ranges of system date and time that audit records were collected	1					
102	Export logs into text format and correlate records based on time (e.g., UTC synchronization)	1					

Attachment B.2
Technical Requirements
Section IV - Security

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
103	Supports time synchronization using Network Time Protocol (NTP) and uses this synchronized time in all security records	1					
104	Supports time synchronization using Simple Network Time Protocol (SNTP), and uses this synchronized time in all security records	1					
	Secures audit records in the following ways:						
105	Allows read access to authorized Users only	1					
106	Protects stored audit records from unauthorized deletion	1					
107	Prevents modifications to the audit records	1					
	Authentication						
108	Authenticates the User before any access to protected resources (e.g., PHI) is allowed	1					
109	Authenticates the User before any access from standalone devices (e.g., mobile devices) to protected resources (e.g., PHI) is allowed	1					
110	Password strength rules mandate a minimum number of characters, required inclusion of alpha-numeric complexity and special characters	1					
111	Requires the User to change their password on a defined schedule	1					
112	Ability to prevent further viewing and access to the proposed System upon detection of inactivity that remains in effect until the User reestablishes access	1					
113	Logs all unsuccessful access attempts to log-in to the System	1					
114	Ability to lock-out a User due to user account inactivity	1					
115	Ability to configure the length of time of User account inactivity	1					
116	Ability to set a maximum number of unsuccessful logon attempts after which User is locked out of the System	1					
117	Provides an administrative function that resets passwords	1					
118	Ability for an administrator to delegate authority, by User group, to reset password	1					
119	Ability for an administrator to delegate authority, by User group, to restore system access of locked out User	1					
120	Ability to require the password to be changed by a User at the next successful logon	1					
121	Ability to use case insensitive usernames that contain typeable alpha and numeric characters	1					
122	Ability for an authenticated User to change their password	1					

Attachment B.2
Technical Requirements
Section IV - Security

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

Requirement		A	B	C	D	E	Comments
123	Ability to use case sensitive passwords that contain typeable alpha and numeric characters	1					
124	Stores and transmits passwords in an encrypted format	1					
125	Prevents the reuse of a configurable number of previously used passwords within a specific configurable timeframe	1					
126	Ability to configure password constraints to incorporate user-defined criteria	1					
127	Ability to use the County RSA SecurID token to provide access to the System via the Internet	1					
	Protection						
128	Provides secure information delivery over the Internet via encryption by using triple-DES (Data Encryption Standard) or the Advanced Encryption Standard (AES) or adequate level of SSL encryption.	1					Based on clarification discussions, Contractor understands that this requirement can be accomplished working with SSL protocols. Contractor supports 128 bit encryption.
129	Encrypted data delivered over the Internet is transmitted via open protocols (e.g., TLS, SSL, IPSsec, XML encryption, S/MIME)	1					
130	Ability to store information on portable / removable media that has been encrypted with triple-DES or AES algorithms	1					
131	System provides a web (HTTP) interface and provides an SSL configuration mechanism	1					
132	Ensures the authenticity of remote nodes (i.e., mutual node authentication) when communicating PHI over the Internet or other known open networks using open protocols (e.g., TLS, SSL, IPSec, XML sig, S / MIME)	1					
133	Prevents display of passwords while being entered	1					

Attachment B.2
Technical Requirements
Section IV - Security

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

Requirement		A	B	C	D	E	Comments
	Electronic Signature						
134	Ability to use digital signatures in records and documents within the System			1			Requirement No.134 will not be required prior to Contractor's scheduled release. The Avatar Base System will be modified to allow the use of digital signatures in records and documents within the System. This would be an extension beyond the signature capture features already available.
135	Ability to use digital signatures in records and documents sent to external business partners			1			See Comment in 134 above.
136	Employs non-repudiation techniques in digital signature technology	1					Avatar's electronic signature tools provide for digital signatures that are captured upon filing a note, or for digitized signatures via signature pads. Once a record has been signed and finalized, it cannot be amended. Appending a note can be done and also requires a signature. If using digital signatures, Avatar can be setup to force the user to re-enter the User ID and password for verification. If using signature pads, additional functionality can be used to compare the user's signature against an already captured and stored version.

Attachment B.2
Technical Requirements
Section IV - Security

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
	The electronic signature mechanisms is:						
137	Unique to the signer	1					A digital signature is the user's User ID and unique password. Avatar does not allow duplicate User ID's. The county can define strength and renewal
138	Capable of being verified	1					Upon filing the record, the Service Provider, User Id and Password must match. If the county uses Signature Pads with verification, the system requires a match between the Service Provider, User ID, stored signature and entered signature. The Provider ID, User ID, Date and Time are stored with the record.
	The system complies with Certification Commission for Healthcare Information Technology (CCHIT) certification criteria for:						
139	Security: Access Control	1					
140	Security: Audit	1					
141	Security: Authentication	1					

Attachment B.2
Technical Requirements
Section V - EDI

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software

E=Not available

Requirement		A	B	C	D	E	Comments
EDI							
	Accepts and transmits information in the following standard formats:						
142	ASC X12N 270 / 271 Eligibility	1					
143	ASC X12N 276-277 Claim Status	1					
144	ASC X12N 275 Patient Information / Claims Attachment			1			Requirement No. 144 will not be required prior to Contractor's scheduled release. Contractor will add the ASC X12N 275 Patient Information / Claims Attachment transaction to the already available set of ASC X12N transactions when it is required by fiscal intermediaries.
145	ASC X12N 278 Health Care Services Review	1					
146	ASC X12N 820 Capitation			1			Requirement No. 146 will not be required prior to Contractor's scheduled release. Contractor will add the ASC X12N 820 Capitation transaction to the already available set of ASC X12N transactions when it is required by fiscal intermediaries.
147	ASC X12N 834 Benefit / Enrollment / Maintenance	1					
148	ASC X12N 835 Health Care Claim Payment / Advice	1					
149	ASC X12N 837 Health Care Claim	1					
150	ASC X12N 997 Functional Acknowledgment	1					
151	TA1 Interchange Acknowledgement			1			Requirement No. 151 will not be required prior to Contractor's scheduled release. Contractor will add the TA1 Interchange Acknowledgement transaction to the already available set of TA1 transactions when it is required by fiscal intermediaries.
152	NCPDP Telecommunication Standard v5.1	1					
153	NCPDP Batch Standard v1.1	1					
154	NCPDP SCRIPT Standard v8.1	1					
155	NCPDP Formulary and Benefit Standard v1.0	1					

Attachment B.2
Technical Requirements
Section V - EDI

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
	Accepts and processes automated information using standard interfaces in secure formats, including:						
156	EDI	1					
157	Custom XML messages (via HTTP/HTTPS, FTP, SMTP)	1					Via Avatar ScriptLink.
158	Internet direct entry	1					Contractor offers both consumer and provider portals. Additionally, Avatar provides many pre-defined web services allowing the agency to define their own web based data collection tools.
	Transmits EDI claims status to providers, including:						
159	Errors requiring resubmission	1					
160	Resubmission validation	1					Assumes 997 receipt.
161	Ability to reject claims received electronically due to missing required fields	1					
162	Ability to transmit electronic statements to third-party processing agents	1					
163	Ability to customize EDI components including the addition or removal of elements	1					
164	Provides data compression for transmitted transactions					1	Contractor assumes this compression is addressed by County network infrastructure.
	Provides data validation based on:						
165	Data type	1					
166	Data integrity checks	1					
167	Comparison edits (e.g., comparison against a table of acceptable values)	1					
168	User-defined rules	1					
169	Includes audit mechanism for reconciliation of rows transmitted	1					
170	Reports all preprocessor errors in an inbound batch at one time	1					
171	Includes error processing mechanism for import process reconciliation	1					

Attachment B.2
Technical Requirements
Section V - EDI

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
	Accepts electronic imports and exports of the following information and reference files:						
172	ICD-9	1					
173	CPT	1					
174	HCPCS	1					
175	NDC codes	1					
176	Provider data	1					
177	Pricing and fee tables	1					
178	Other	1					Avatar allows both flat file, SOAP / XML importing of most code, user-defined, and transaction intensive tables (ie., Services, Payments, etc).
179	Ability to view status of EDI file transfers	1					
180	Ability to resend EDI file	1					

Attachment B.2
Technical Requirements
Section VI - Ease of Use

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
	Ease of Use						
	User Customization Options						
181	Ability to define new data elements and incorporate them into the production database, client record, application screen, and reports	1					
182	Provides for the customization of tables (e.g., procedure code or description)	1					
183	Ability to customize standard field labels	1					
184	Provides security controlled access to the customization or definition of tables	1					
185	Provides for administrative Users to define new screens	1					
186	Provides for the addition of menu options or menu selections to facilitate access to new user-defined screens	1					
	Provides the capability to assign default values to screen fields for:						
187	Standard screens	1					
188	User-defined screens	1					
189	Ability to establish table edits within user-defined screens	1					
190	Flags custom programming and prevents over-write during upgrades	1					
191	Flags custom help text and prevents over-write during upgrades	1					
192	Provides for user-defined screen literals associated with the data-field	1					
193	Provides for user-defined screen literals not associated with the data-field	1					
194	Ability to define the edit rules for a user-defined data element	1					
195	Provides automatic data formatting as appropriate (e.g., phone number, dates)	1					
	Documentation						
	On-line Help						
196	Provides on-line context sensitive definitions for menu-screen selections	1					
197	Provides "pull-down" menus for screen prompting	1					
198	Provides on-line context sensitive help at the screen level within all Components (i.e., when the User selects "help" from within a screen, the help text is specific for that screen and related topics)		1				
199	Provides prompting for field level entry	1					
200	Provides unique identifiers on all screens to assist Help Desk resolve User problems	1					

Attachment B.2
Technical Requirements
Section VI - Ease of Use

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
201	Provides context sensitive on-line help at the field level for all fields accessible on-line within all Components	1					
202	Ability to customize help text	1					
203	Provides technical documentation, within each screen that includes source of all data (i.e., data element name and table or calculation)	1					
204	Ability to add internal policies and procedures to help text	1					
205	Provides updates to on-line documentation with each software update	1					
	User Documentation						
206	Includes a complete on-line copy of the User documentation	1					
207	Includes context sensitive on-line User documentation and help files	1					
208	Includes indexed User documentation	1					
209	Includes on-line User documentation and help files which are searchable based on a topic and/or keyword	1					
	Technical Documentation						
210	Includes a complete on-line copy of the technical documentation	1					
211	Includes context sensitive on-line technical documentation and help files	1					
212	Includes indexed technical documentation	1					
213	Includes on-line technical documentation and help files which are searchable based on a topic	1					
214	Includes on-line technical documentation and help files which are searchable based on a keyword	1					
215	Includes technical documentation on how to add, modify and remove User accounts	1					
216	Includes technical documentation on how to reset User passwords	1					
217	Includes technical documentation on how to establish password constraints	1					
218	Includes technical documentation on how to use and manage audit logs	1					
219	Provides GUI for System Administration tools	1					

Attachment B.2
Technical Requirements
Section VII-System Reliability

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
System Reliability							
	Backups						
220	Provides for fully automated backups of data, security credentials, log and audit files	1					
221	System restore results in a fully operational and secure state, including application data, security credentials, log and audit files	1					
222	Performs complete backups of a running System in Production Use without shut down or suspension of operations	1					
	Availability						
223	Provides User System availability twenty-four (24) hours per day, seven (7) days per week	1					
224	Includes utilities to help monitor and tune performance	1					
	Business Continuity						
225	Ability to create synchronized instances of the System at primary and recovery data center sites	1					
226	Provides high availability capabilities to the recovery data center for Users in the event of a System failure	1					
227	Provides auto-save function for all User updates					1	

Attachment B.2
Technical Requirements
Section VIII-Production Control

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
	Production Scheduling and Control						
228	Ability to establish and support job queues, assign priorities, and classes				1		Functionality is accomplished using recommended hardware operating systems.
229	Provides job scheduling capabilities				1		See comment in 228 above.
230	Provides event triggered job scheduling				1		See comment in 228 above.
231	Provides job batch scheduling of multiple processes				1		See comment in 228 above.
232	Provides System notification to the operator of exceptions including: any communications failure; abnormal job completion; and performance degradation	1					
233	Ability to print the system log	1					
234	[Intentionally Omitted]						

Attachment B.2
Technical Requirements
Section IX - Other Environments

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

	Requirement	A	B	C	D	E	Comments
	Testing, Development and Training Environments						
	Ability to create separate, multiple environments, including:						
235	Production	1					
236	Test	1					
237	Development	1					
238	Training	1					
239	Others	1					
240	[Intentionally Omitted]						
241	[Intentionally Omitted]						
242	Provides testing of configuration changes	1					Supports validation of baseline application.
243	Provides testing of control file changes	1					See comment in 242 above.
244	Ability to create a testing environment that includes all functional components of the production environment	1					
245	Ability to preserve User profiles when loading a new release to any environment	1					

Attachment B.2
Technical Requirements
Section X - System Standards

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

Requirement		A	B	C	D	E	Comments
System Standards							
246	Compliant with the security and privacy of health data provisions of the HIPAA Final Security Rules published February 20, 2003	1					Avatar is also CCHIT certified.
247	Ability to use XML and EDI formats	1					
248	Provides data transmission using HL7 protocol version 2.x	1					Contractor supports adopted National standards including required HL7 transactions for exchanging information.
249	Provides data transmission using HL7 protocol version 3.x	1					Contractor supports National standards. V3.x will be supported by Contractor as required by vendors requesting V3.x transaction formats.
250	Interfaces with Internet Explorer 7.0 or any later version to allow access to the System	1					
251	[Intentionally Omitted]						
252	[Intentionally Omitted]						
253	Utilizes Simple Object Access Protocol (SOAP)	1					For web service based transactions.
254	Compliant with ODBC	1					
255	Interfaces with Cognos Business Intelligence products	1					
256	Compatible with CISCO networking products	1					
257	Interfaces with Double-Take (produced by NSI Software)	1					
258	Supports Pointsec 2.0 encryption protocol for secure remote laptop access	1					
259	Compliant with the security provisions of Title IV – Health Information Technology for Economic and Clinical Health (HITECH) Act		1				

Attachment B.2
Technical Requirements
Section XI - Interfaces

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software **E**=Not available

Requirement		A	B	C	D	E	Comments
Interfaces							
260	[Intentionally Omitted]						
261	Interfaces with translation software (interface engine) for the transmission of electronic claims	1					
262	Provides EDI interface to claims clearinghouses	1					
263	Interfaces with Dragon NaturallySpeaking	1					
264	Interfaces with touch screen devices	1					
265	Ability to provide data extracts from the production database to feed an external enterprise data warehouse	1					
266	[Intentionally Omitted]						
267	Ability to use a third party interface engine to create customized interfaces	1					
268	Integrates with Sun's eGate Integrator	1					
269	Integrates with Quovadx	1					
270	Integrates with Microsoft's BizTalk	1					
271	Interfaces with eCaps financial System			1			Based on clarification provided by the County, Contractor understands that eCaps interface would be accomplished utilizing the County's Biztalk interface engine.

ATTACHMENT B.3

SCHEDULE OF PERIPHERAL HARDWARE, SYSTEM SOFTWARE, AND THIRD PARTY SOFTWARE

ATTACHMENT B.3

SCHEDULE OF PERIPHERAL HARDWARE, SYSTEM SOFTWARE, AND THIRD PARTY SOFTWARE

I. PERIPHERAL HARDWARE

Item No.	Description	Part No.	Total Qty	Fixed Unit Cost	Fixed Total Cost
Topaz Digital Signature Pad(s):					
1	SignatureGem Backlit LCD 1x5 BSB (Citrix)	T-LBK462-BSB	4	$435	$1,740
2	SignatureGem Backlit LCD 1x5 HID-USB	T-LBK462-HSB	4	$395	$1,580
		PERIPHERAL HARDWARE MAXIMUM TOTAL:			**$3,320**

II. SYSTEM SOFTWARE

A. BASELINE APPLICATION SOFTWARE

Item No.	Application Software Modules/Components (1)	Total Qty	Fixed Unit Cost	Fixed Total Cost
1	Avatar Base System • Avatar RADplus • InterSystems Cache' Enterprise Platform Specific Multi-Server (1,500 concurrent Users) • Avatar Web Services Package • Avatar Data Warehouse Extract Utility • Crystal Reports Viewer • Avatar HL7 Interfaces • Avatar SCORM Compliant Courses • Avatar Identity Manager	1	$4,922,367	$4,922,367
2	Avatar EHR • Avatar Cal-PM • Avatar CWS • Avatar OE • Avatar Document Imaging • Avatar ERS • E-Signature	1	$2,622,381	$2,622,381
3	Avatar MSO	1	$2,072,083	$2,072,083
4	Connect Suite • ProviderConnect • ConsumerConnect • MobileConnect	1	$2,484,946	$2,484,946
	BASELINE APPLICATION SOFTWARE MAXIMUM TOTAL:			**$12,101,777**

B. THIRD PARTY SOFTWARE

Item No.	Application Software Modules/Components[1]	Product Part/SKU No.	Total Qty	Fixed Unit Cost	Fixed Total Cost
1	SQL Server Standard[2]	Microsoft SQL Server Standard 2008	1	Included With Connect Suite	Included With Connect Suite
2	ULTIMEDEX (1,500 concurrent Users)	ULTIMEDEX® CONTENT	1	$77,490	$77,490
3	Kofax Capture[3][4]	• Kofax Capture English/AE # 0100-008.0 • 20 Concurrent Station/AE #T024-010U • Image Volume 1M/yr/AE #Y024-001M • Image Volume 10M Page County/AE #VP01-010M • Image Volume 2M Page County/AE #VP01-002M	1	$99,700	$99,700
	THIRD PARTY SOFTWARE MAXIMUM TOTAL:			**$177,190**	**$177,190**

[1] Items and/or prices listed for each Application Software module may be changed by a form of Change Notice pursuant to Paragraph 6 (Change Notices and Amendments) of this Agreement.

[2] Contractor shall provide Microsoft SQL Server Standard for all Connect Suite products hosted by Contractor.

[3] Contractor's Maintenance and Support Fee includes the Kofax Capture software assurance. Kofax Capture is licensed for twenty (20) concurrent stations.

[4] See Attachment B.4 (Document Imaging) for document imaging usage schedule and total count. The cost to increase the image count by increments of two million (2,000,000), is Nine Thousand, Five Hundred Dollars ($9,500) per increment.

ATTACHMENT B.4

DOCUMENT IMAGING

ATTACHMENT B.4

DOCUMENT IMAGING

Contractor shall provide Third Party Software (Kofax Capture) for document imaging. Kofax Capture is listed in Section II, B (Third Party Software), of Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software).

Year	Planned Number of Images	Baseline Annual Image Count [1]	Page Count Available in Addition to Baseline [2]
1	5,000,000	1,000,000	4,000,000
2	3,750,000	1,000,000	2,750,000
3	3,000,000	1,000,000	2,000,000
4	2,250,000	1,000,000	1,250,000
5	2,000,000	1,000,000	1,000,000
6	1,400,000	1,000,000	400,000
7	1,400,000	1,000,000	400,000
8	1,500,000	1,000,000	500,000
9	1,500,000	1,000,000	500,000
10	1,500,000	1,000,000	500,000
11	1,700,000	1,000,000	700,000
Document Imaging Total Count:	**25,000,000**	**11,000,000**	**14,000,00**

[1] Image count used and available each year listed: 1,000,000. The term "image count" shall mean a single page, single sided document pursuant to Paragraph 9.7.2 of this Agreement. Unused image count at the end of any given year expires and is unavailable in the following year.

[2] Page count volume available for the Term of the Agreement: 14,000,000. Unused page count for any given year carries forward to the next year and remains available. Available page count is a cumulative number.

ATTACHMENT B.5

GLOSSARY: TECHNICAL AND FUNCTIONAL REQUIREMENTS

ATTACHMENT B.5

GLOSSARY: TECHNICAL AND FUNCTIONAL REQUIREMENTS

ITEM NO.	TERM	DESCRIPTION
1	3DES	See Triple Data Encryption Standard.
A		
2	A-C	See Auditor-Controller.
3	Active Directory	Program providing central authentication and authorization services for MS Windows® based computers, allowing administrators to assign policies, deploy software, and apply critical updates to an entire organization.
4	Advance Directive	Legal documents or statements, including a living will, which are witnessed and allow an individual to convey in expressed instructions or desires concerning any aspect of an individual's health care, such as the designation of a health care surrogate, the making of an anatomical gift, or decisions about end-of-life care ahead of time. An Advance Directive provides a way for an individual to communicate wishes to family, friends and health care professionals, and to avoid confusion about end-of-life care ahead of time.
5	Advanced Encryption Standard	A block cipher adopted as an encryption standard by the U.S. government.
6	AES	See Advanced Encryption Standard.
7	American Standard Code for Information Interchange	Codes which represent text in computers, communications equipment, and other related devices.
8	Annual Liability	The Annual Liability, also known as UMDAP liability, is based on a sliding scale fee and applies to services extended to the client and dependent family members. The annual liability is determined by using the adjusted monthly income amount and the number dependent on the adjusted monthly income. A client is responsible for the annual liability amount or the actual cost of care, whichever is less. The annual liability period runs from the date of the client's first visit through end of the subsequent eleven calendar months (e.g. An initial liability determination made of Jan 5, 2007 would be valid through December 31, 2007) and each 12-month period thereafter during which the client continues to receive services. It is renewed annually, provided the client continues to receive services, with the new 12-month period beginning on the 1st day of the month during which liability was originally determined (e.g. using the earlier example, the next annual liability period would run from Jan 1, 2008 through December 31, 2008). Note: Admissions and/or readmissions during the 12-month period do not change the sliding scale fee period.
9	ASC X12N	Official designation of the U.S. national standards body for the development and maintenance of Electronic Data Interchange standards.
10	Auditor-Controller	The department within the County that is responsible for auditing business operations and paying debts.

ITEM NO.	TERM	DESCRIPTION
B		
11	BI	See Business Intelligence.
12	Break-the-Glass	Break-the-Glass (which draws its name from breaking the glass to pull a fire alarm) refers to a quick means for a person who does not have access privileges to certain information to gain access when necessary. (Break the Glass procedure based on HIPAA security rule).
13	Bundling and Unbundling of Service Codes	Bundling or unbundling that occurs when the actual services performed and reported for payment on a claim can be represented by a different group of procedure codes.
14	Business Intelligence	A business management term, which refers to applications and technologies that are used to gather, provide access to, and analyze data and information about company operations. Business intelligence systems can help companies have a more comprehensive knowledge of the factors affecting their business, such as metrics on sales, production, internal operations, and assist companies in making better business decisions.
C		
15	CCHIT	See Certification Commission for Healthcare Information Technology.
16	Centers for Medicare & Medicaid Services - 1500	Standard paper claim form used by a non-institutional provider or supplier to bill Medicare carriers and Medicare administrative contractors when a provider qualifies for a waiver from the Administrative Simplification Compliance Act requirement for electronic submission of claims; also used to bill Medicaid State Agencies.
17	Certification Commission for Healthcare Information Technology	A recognized certification authority for electronic health record products in the United States, setting the industry bar for functionality, interoperability of products and networks, and security.
18	Checkwrite	File created for processing of payment to FFS providers that are based on state approval.
19	Chief Information Office Bureau	A County department that provides information technology support for DMH. CIOB obtains some of the services needed by DMH through the County ISD, which serves all County departments. CIOB purchases some hosting services, particularly for Web-facing applications or those requiring 24/7 on-site support from ISD. CIOB is comprised of divisions like Enterprise Project Management, Planning, Administration, and IT Contracts.
20	CIOB	See Chief Information Office Bureau.
21	Citrix Client	Application delivery solution that provides a secure single point of access to all applications prior to streaming them to Users over a network.
22	Client and Services Information	A defined set of data elements that DMH is required to provide to the State Department of Mental Health on a regular basis.
23	CMS 1500	See Centers for Medicare & Medicaid Services - 1500.
24	COB	See Coordination of Benefits.

ITEM NO.	TERM	DESCRIPTION
25	Cognos Business Intelligence	A BI product that delivers a complete range of BI capabilities, including reporting, analysis, score carding, dashboards, business event management and data integration, on a single architecture.
26	Community Outreach Service	Services provided to the community-at-large, who include special population groups, human service agencies, and individuals and families who are not clients of the mental health system.
27	Community Services and Supports	One of the Plans funded under California's Mental Health Services Act. CSS plan focuses on children and families, transitional age youth, adults, and older adults who have the most severe and persistent mental illness or serious emotional disturbances, including those who are at risk of homelessness, jail, or being put or kept in other institutions because of their mental illness. The CSS Plan for Los Angeles County was initiated in 2005 and funds several new service delivery programs including Full Service Partnerships, Wellness Centers, Service Area Navigation Teams, Urgent Care Center, and Family Supportive Services.
28	Coordination of Benefits	A process for determining the respective responsibilities and priority order of two or more insuring entities that have some financial responsibility for a medical claim.
29	COS	See Community Outreach Service.
30	CPT-4	See Current Procedural Terminology, 4th Edition.
31	Credentialing	A process of review to approve a provider who applies to participate in a health plan. Specific criteria and prerequisites are applied in determining initial and ongoing participation in the health plan.
32	CSS	See Community Services and Supports.
33	Current Procedural Terminology, 4th Edition	The official coding system for physicians to report their professional services and procedures to third parties for payment. It is produced and maintained by the American Medical Association.
D		
34	Data Mart	A database, or collection of databases, designed to help managers make strategic decisions about their business. A Data Warehouse combines databases across an entire enterprise as opposed to Data Marts that are usually smaller and focus on a particular subject or department.
35	Data Warehouse	A repository of historical data from disparate sources that can serve as corporate memory. The Data Warehouse contains raw data that could be fed into Data Marts which are available to decision support systems and/or Report Generation Languages.
36	Database Management System	A collection of programs to access and manage data. Also called database system, or simply database. The primary goal of such a system is to provide an environment that is both convenient and efficient to use in retrieving and storing information.
37	DBMS	See Database Management System.

ITEM NO.	TERM	DESCRIPTION
38	Diagnostic and Statistical Manual of Mental Disorders, 4th Edition, Text Revision	Manual that is published by the American Psychiatric Association and provides diagnostic criteria and other information related to all psychiatric disorders.
39	Dragon Naturally Speaking	A speech recognition software package produced by Nuance Communications for Windows PCs.
40	DSM IV - TR	See Diagnostic and Statistical Manual of Mental Disorders, 4th Edition, Text Revision.
E		
41	EDI	See Electronic Data Interchange.
42	EFT	See Enhanced File Transfer.
43	EHR	See Electronic Health Record.
44	Electronic Data Interchange	A set of standards for structuring information to be electronically exchanged between and within businesses, organizations, government entities and other groups.
45	Electronic Health Record	An electronic health record provides secure, real-time, patient-centric information to aid clinical decision-making by providing access to a patient's health information at the point of care.
46	Enhanced File Transfer	A web-based secure file transfer solution that provides secure transport protocols, extensive User account control, and post processing workflow for the transfer of electronic files from business to business.
47	Entity-Relationship Diagram	A conceptual data model in graphical notation for representing databases.
48	Episode Data	Information collected regarding a patient that is associated with an Episode of Care.
49	Episode of Care	The time period between the opening and closing of a case within a mental health provider site and the services delivered during that time period through that provider site. It is possible for a client to have multiple episodes of care open at a given point of time.
50	ERD	See Entity-Relationship Diagram.
51	ETL	See Extract, Transform, and Load.
52	Extensible Markup Language	A general-purpose markup language whose primary purpose is to facilitate the sharing of data across different information systems, particularly via the Internet.
53	External payers	Entity external to DMH that reimburse the cost of care to the service provider.
54	Extract, Transform, and Load	A process in data warehousing that involves extracting data from outside sources, transforming it to fit business needs, and ultimately loading it into the Data Warehouse.
F		
55	Fee-for-Service	A funding mechanism whereby a provider is reimbursed based on services delivered.
56	FFS	See Fee-for-Service.

ITEM NO	TERM	DESCRIPTION
57	Fiscal Year	County's fiscal year which commences on July 1st and ends the following June 30th.
58	FSPs	See Full Service Partnerships.
59	Full Service Partnerships	Full Service Partnerships (FSPs) are a program model funded under the MHSA Community Service and Supports (CSS) Plan. In these programs, individuals and, where appropriate, their families enroll in a voluntary program designed to insure that the person(s) receiving services are provided the broad range of support needed to accelerate their recovery and develop an on-going realization of wellness. Each enrolled individual is assigned to a single point of responsibility case manager and team with a low enough caseload to insure around-the-clock availability. Services include linkages to, or provision of, all needed services or benefits as defined by the client and/or family in consultation with the case manager. Services are founded on a "whatever-it-takes" commitment and are judged effective by how well the individuals make progress on concrete outcomes of well-being.
60	FY	See Fiscal Year.
G		
61	Grant-in-aid	Monies allocated by one level of government to another level of government to be used for specific purposes.
H		
62	HCPCS	See Healthcare Common Procedure Coding System.
63	Health Level Seven	Standards for electronic interchange of clinical, financial, and administrative information among health care oriented computer systems.
64	Healthcare Common Procedure Coding System	A standardized coding system for describing the specific items and services provided in the delivery of health care for Medicare, Medicaid, and other health insurance programs to ensure that insurance claims are processed in an orderly and consistent manner.
65	HIPAA Final Security Rules	Rules dealing specifically with electronic protected health information, which lay out three types of security safeguards required for compliance: administrative, physical, and technical.
66	HL7	See Health Level Seven.
67	HTTP	See Hypertext Transfer Protocol.
68	Hypertext Transfer Protocol	A communications protocol used to transfer or convey information on the World Wide Web.
I		
69	ICD-9	See International Classification of Diseases, Ninth Revision.
70	IE7	See Windows Internet Explorer 7.
71	Inpatient Fee-for-Services	Services provided at a FFS/Medi-Cal Hospital. Such hospitals submit reimbursement claims for Medi-Cal psychiatric inpatient hospital services through DMH as the fiscal intermediary. Within DMH, this process is managed by the Medi-Cal Inpatient Consolidation Unit.
72	Integrated System	A custom-developed web-based wrapper of the MHMIS developed in order to generate HIPAA-compliant claims. ISD hosts this application

ITEM NO.	TERM	DESCRIPTION
		that runs on the Intel® platform.
73	Internal Services Department	Provides wide area network services throughout the County and County-level information security oversight.
74	International Classification of Diseases, Ninth Revision	The ICD-9 is used to provide a standard classification of diseases for the purpose of health records.
75	International Organization for Standardization	An international organization that consists of member bodies that are the national standards bodies of most of the countries of the world. ISO is responsible for the development and publication of international standards in various technical fields.
76	Internet Protocol	Set of techniques used by many hosts for transmitting data over the Internet.
77	Internet Protocol Security	A suite of protocols for securing IP communications by authenticating and/or encrypting each IP packet in a data stream.
78	IP	See Internet Protocol.
79	IPSec	See Internet Protocol Security.
80	IS	See Integrated System.
81	ISD	See Internal Services Department.
82	ISO	See International Organization for Standardization.
K		
83	Knowledge Base	A database for knowledge management that provides the means for the computerized collection, organization, and retrieval of knowledge.
M		
84	MAA	See Medi-Cal Administrative Activities.
85	Medi-Cal	The Medicaid program in the State of California.
86	Medi-Cal Administrative Activities	Activities outside of actual treatment that support the medical treatment such as enrolling people in Medi-Cal, recruiting new providers or any other administrative type of activities for the proper and efficient administration of the Medi-Cal program. Claims for MAA are currently entered in an internet browser based application.
87	Medi-Cal Eligibility Data System	The data system maintained by the State of California Department of Health Services that contains information on Medi-Cal eligibility. This database is the authority for determining a beneficiary's eligibility for Medi-Cal specialty mental health services and the County responsible for authorization and payment of services.
88	MEDS	See Medi-Cal Eligibility Data System.
89	Mental Health Management Information System	Legacy mainframe based applications that encompass a number of distinct applications including Prescription Authorization and Tracking System.
90	MHMIS	See Mental Health Management Information System.

ITEM NO.	TERM	DESCRIPTION
N		
91	National Council for Prescription Drug Programs	An American National Standards Institute accredited standards development organization. NCPDP creates and promotes standards for the transfer of data to and from the pharmacy services sector of the healthcare industry.
92	National Drug Code	A medication-labeling mechanism used in the United States.
93	National Drug Code Number	A unique 10-digit, 3-segment number identifying the labeler, product, and trade package size that is assigned to each listed drug product.
94	National Provider Identifier	A unique, ten-digit numeric identifier assigned to covered health care providers by the National Plan and Provider Enumeration System. This identifying number does not carry any information about health care providers, such as the state in which they practice or their provider type or specialization. The intent of the NPI is to improve the efficiency and effectiveness of electronic transmission by allowing providers and business entities to submit the same identification number(s) to all payers, such as insurance plans, clearinghouses, systems vendors, and billing services.
95	NCPDP	See National Council for Prescription Drug Programs.
96	NDC	See National Drug Code.
97	Network Time Protocol	A means of transmitting time signals over a computer network.
98	NOA	See Notice of Action.
99	Non-repudiation	Verification that the sender and the recipient were, in fact, the parties who claimed to send or receive the message.
100	Notice of Action	A required document that is given to Medi-Cal beneficiaries informing them of denials, terminations, reductions or modifications of requested specialty mental health services from the County of Los Angeles Department of Mental Health Local Mental Health Plan, and the beneficiary's right to appeal.
101	NPI	See National Provider Identifier.
102	NTP	See Network Time Protocol.
O		
103	Object Linking and Embedding	A distributed object system and protocol developed by Microsoft® that is primarily used for managing compound documents and transferring data between different applications.
104	Object Linking and Embedding Database	A programming interface for data access from Microsoft. Applications can use OLE DB to access data sources directly or they can use OLE DB to call ODBC to access ODBC databases.
105	ODBC	See Open Database Connectivity.
106	OLE	See Object Linking and Embedding.
107	OLE DB	See Object Linking and Embedding Database.
108	Open Database Connectivity	Application that provides a standard software application programming interface method for using database management systems.

ITEM NO.	TERM	DESCRIPTION
P		
109	PHI	See Protected Health Information.
110	Point of Service	A Point-of-Service Medi-Cal program that gives providers the most current information available on Medi-Cal client accounts.
111	Protected Health Information	Any information about health status, provision of health care, or payment for health care that can be linked to an individual. This term is specifically defined under HIPAA.
112	PBM	See Pharmacy Benefits Manager.
113	Pharmacy Benefits Manager	A company that allows health plans to outsource the administration of their prescription drug benefit for plan members. This includes prescription claims adjudication, formulary/prior authorization management, manufacturer's rebate negotiation and data submission.
Q		
114	QA activities	See Quality Assurance activities.
115	Quality Assurance activities	Indirect activities defined by the Federal government that assist a Local Mental Health Plan in insuring and improving the quality of care delivered by its organization that are not provided as a service to or in relation to a specific client of the Department. Claiming for these services is currently paper-based. Only licensed professionals may claim for QA activities.
R		
116	Report Writer Tool	Solution used to modify existing reports or create entirely new ones from information throughout the System and usually also contains the ability to use multiple fonts, colors, sizes, and graphics to design the report for specific audiences and improve usability.
117	Reporting Repository	A database used to manage data delivered by the reporting functions for report generation.
118	RSA SecurID	Credit card sized security token used to authenticate the authorized user, which also produces an unpredictable code that automatically changes every 60 seconds.
S		
119	S/MIME	See Secure / Multipurpose Internet Mail Extensions.
120	SDMH	See State of California Department of Mental Health.
121	Secure / Multipurpose Internet Mail Extensions	A standard for public key encryption and signing of e-mail encapsulated in MIME.
122	Secure Sockets Layer	A cryptographic protocol which provides secure communications on the Internet for such things as web browsing, e-mail, Internet faxing, instant messaging and other data transfers.
123	SFPR	See Single Fixed Point of Responsibility.
124	Share of Cost	A monthly dollar amount some Medi-Cal recipients must pay, or agree to pay, toward their medical expenses before they qualify for Medi-Cal benefits. A Medi-Cal recipient's SOC is similar to a private insurance plan's out-of-pocket deductible.

ITEM NO.	TERM	DESCRIPTION
125	Simple Network Time Protocol	A protocol for synchronizing the clocks of computer systems over packet-switched, variable-latency data networks.
126	Simple Object Access Protocol	A protocol for exchanging XML-based messages over computer networks, normally using HTTP/HTTPS.
127	Single Fixed Point of Responsibility	A specifically designated individual or team within a clinic or agency who has responsibility for maintaining the Client Care Coordination Plan and for coordinating and authorizing services provided to clients who are receiving ongoing mental health services.
128	Sliding fee schedule	The charge for services based upon the income and family size of the individual or family requesting services.
129	SNTP	See Simple Network Time Protocol.
130	SOAP	See Simple Object Access Protocol.
131	SOC	See Share of Cost.
132	SSL	See Secure Sockets Layer.
133	State of California Department of Mental Health	Provides oversight of the state public mental health budget, which includes local assistance funding. SDMH responsibilities include providing leadership for local county mental health departments, evaluating and monitoring public mental health programs, administrating federal funds for mental health programs and services, and the implementation of the Mental Health Services Act (Proposition 63).
134	System Log	A computerized data logging of record events in a certain scope in order to provide an audit trail that can be used to diagnose problems.
T		
135	TA1 Interchange Acknowledgment	Indicator that a file was successfully received and any errors that existed within the envelope segments of the received X12 file.
136	TAR	See Treatment Authorization Request.
137	TAR Update Transmittal form	Form that allows for the correction of a previously adjudicated TAR.
138	Taxonomy	A particular code that defines the professional discipline of providers who render services to clients.
139	TLS	See Transport Layer Security.
140	Transport Layer Security	A cryptographic protocol which provides secure communications on the Internet for such things as web browsing, e-mail, Internet faxing, instant messaging and other data transfers.
141	Treatment Authorization Request	A request submitted to DMH administration requesting authorization for the provision of a particular service or type of medication.
142	Triage	A process for sorting injured people into groups based on their need for immediate medical treatment.
143	Triple Data Encryption Standard	A block cipher formed from the Data Encryption Standard cipher by using it three times.
144	TUT Form	See TAR Update Transmittal form.

ITEM NO.	TERM	DESCRIPTION
U		
145	UB-04	See Uniform Bill-04.
146	UMDAP	See Uniform Methods of Determining Ability to Pay and Annual Liability.
147	Uniform Bill-04	A standardized form from the Centers for Medicare and Medicaid Services used to electronically submit claims for health care received in an institutional setting to payers.
148	Uniform Methods of Determining Ability to Pay	Process by which annual liability is determined. See Annual Liability.
149	US ASCII	See American Standard Code for Information Interchange.
W		
150	Web-enabled	Ability to access content using a web browser and HTTP (see Hypertext Transfer Protocol) as a primary communication protocol through the Internet or Intranet. Content may reside in the folder on the web server or on a database connected to the web server and is transparent to the user.
151	Windows Internet Explorer 7	A web browser released by Microsoft® in late 2006 for Windows Vista and XP SP2.
X		
152	XML	See Extensible Markup Language
153	XML Signature	A W3C recommendation that defines an XML syntax for digital signatures.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

Contractor will be paid on a fixed-price basis for completed and accepted Deliverables as set forth below. Each Deliverable is subject to a thirty percent (30%) Holdback Amount as set forth in Paragraph 8.4 (Holdbacks) of this Agreement unless otherwise noted.

I. DELIVERABLES

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT [1]	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 1.1 - Project Planning	$40,200	$28,140	$12,060
Deliverable 1.2 - Contractor Staff	$153,360	$107,352	$46,008
Deliverable 1.3 - Detailed Work Plan	$95,322	$66,725	$28,597
Deliverable 2.0 - Project Status Reports M1	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M2	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M3	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M4	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M5	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M6	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M7	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M8	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M9	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M10	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M11	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M12	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M13	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M14	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M15	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M16	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M17	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M18	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M19	$47,089	$32,962	$14,127

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT [1]	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 2.0 - Project Status Reports M20	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M21	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M22	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M23	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M24	$47,089	$32,962	$14,127
Deliverable 3.1.1 - Prepare Data Center	$55,493	$55,493	[5]
Deliverable 3.1.2 - Provide Dedicated Network	$180,084	$180,084	[5]
Deliverable 3.1.3 - Provide System Administration Portal	$437,326	$437,326	[5]
Deliverable 3.1.4 - Confirm Hosting Environment is Established	$411,605	$411,605	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M4	$92,748	$92,748	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M5	$92,748	$92,748	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M6	$92,748	$92,748	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M7	$92,748	$92,748	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M8	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M9	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M10	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M11	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M12	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M13	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M14	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M15	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M16	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M17	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M18	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M19	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M20	$148,292	$148,292	[5]

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT [1]	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 3.1.5 - Provide Monthly Hosting Services M21	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M22	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M23	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M24	$148,288	$148,288	[5]
Deliverable 3.2 - Application Software Delivery	$9,281,967	$6,497,377	$2,784,590
Deliverable 3.2.1 - Early Project Development Environment	$28,290	$28,290	[5]
Deliverable 3.3 - Load Baseline Application Software	$1,523,040	$1,066,128	$456,912
Deliverable 3.4 - Synchronize for Application and Database Replication	$96,348	$67,444	$28,904
Deliverable 4.1 - Training Plan	$88,787	$62,151	$26,636
Deliverable 4.2 - Training	$647,688	$453,382	$194,306
Deliverable 4.3 - Training Materials	$259,440	$181,608	$77,832
Deliverable 5.0 - Configure System	$3,990,938	$2,793,657	$1,197,281
Deliverable 6.1 - Integration	$227,970	$159,579	$68,391
Deliverable 7.0 - Custom Programming Modifications	[2]	[2]	[2]
Deliverable 8.1 - System Test Plan	$123,799	$86,659	$37,140
Deliverable 8.2 - Module Tests	$847,152	$593,006	$254,146
Deliverable 8.3 - Reporting Tool Tests	$212,400	$148,680	$63,720
Deliverable 8.4 - System Integration Test	$101,280	$70,896	$30,384
Deliverable 8.5 - System Performance Test	$116,604	$81,623	$34,981
Deliverable 9.1 - Data Conversion Plan	$69,645	$48,751	$20,894
Deliverable 9.2 - Data Conversion Programs	$56,400	$39,480	$16,920
Deliverable 9.3 - Data Conversion Test	$478,188	$334,732	$143,456
Deliverable 9.4 - Conversion	$61,047	$42,733	$18,314
Deliverable 10.1 - System Cutover Plan	$65,520	$45,864	$19,656
Deliverable 10.2 - Pilot Tests	$963,302	$674,311	$288,991

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT [1]	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 10.3 - Final System Acceptance	[3]	[3]	[3]
Deliverable 11.1 - Close-Out Plan	[2]	[2]	[2]
Deliverable 11.2 - Data Files	[2]	[2]	[2]
Deliverable 11.3 - Claims Run-Out Services	[2]	[2]	[2]
Deliverable 11.4 - Audit Requests	[2]	[2]	[2]
TOTAL SCHEDULE OF PAYMENTS	**$24,635,283**	**$18,446,116**	**$6,189,167**

II. CONTRACT SUM

Category	Total Cost
Implementation Services	$24,635,283
Fixed One-Time Set-Up Fee [4]	$3,504,428
Maintenance and Support Services	$31,262,340
Hosting Services	$30,084,500
Contractor's On-Site Transitional Application Administrator [6]	$170,544
Peripheral Hardware	$3,320
Pool Dollars	$3,656,378
Contract Sum	$93,316,793

[1] Deliverable amounts are inclusive of all applicable taxes pursuant to Paragraph 8.5 (Delivery of System Software; Taxes) of this Agreement.

[2] County shall make payment for this Deliverable as Other Professional Services out of Pool Dollars pursuant to Paragraph 4.5 (Other Professional Services) and will require the application of a form of Change Notice or an Amendment under Paragraph 6 (Change Notices and Amendments) of the Agreement.

[3] County shall release Holdback Amount and make payment for this Deliverable pursuant to Deliverable 10.3 (Final System Acceptance) of Exhibit A (Statement of Work).

[4] Fixed One-Time Set-up Fee will be due Contractor for the purchase of hardware, software, and software licenses for Contractor's Primary and Secondary Data Centers identified in Schedule D.6 (Schedule of Contractor's Primary and Secondary Data Center Hardware and Software for Hosting Services). Upon delivery of such equipment, Contractor shall submit to County a written inventory of hardware, software, and software licenses with corresponding County costs.

[5] Deliverable is not subject to thirty percent (30%) Holdback.

[6] Contractor shall provide on-site Transitional Application Administrator for Maintenance and Support Services for Years 1 and 2 pursuant to Deliverable 10.3 (Final System Acceptance) of Exhibit A (Statement of Work). Contractor shall invoice County on a monthly basis pursuant to Paragraph 8 (Invoices and Payments) of this Agreement.

EXHIBIT D

SERVICE LEVEL REQUIREMENTS

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This Exhibit D sets forth Contractor's service level commitment with respect to the System provided by Contractor under the Agreement. Capitalized terms used in this Exhibit D without definition herein shall have the meanings given to such terms elsewhere in the Agreement or Exhibit A (Statement of Work).

I. SCOPE OF SERVICES

Without limiting the more detailed descriptions set forth in the subsequent sections of this Exhibit D and otherwise in the Agreement, Contractor shall provide and maintain the System and shall provide all other Work necessary to host the System Software such that the System shall perform as defined herein, and in accordance with the Specifications, Response Time Requirements, and otherwise with the Agreement.

Throughout the Term of the Agreement, Contractor shall provide Maintenance and Support Services and Hosting Services for the System as further set forth below, twenty-four (24) hours per day, seven (7) days per week. County Staff must have the ability to submit a service request twenty-four (24) hours per day, seven (7) days per week for Maintenance and Support Services and Hosting Services via telephone, mail, electronic mail (e-mail), and web based Service Request Tracking System (SRTS) or any other reasonable means. Service requests may be submitted in person during normal working hours Monday through Friday 6:00 AM – 6:00 PM Pacific Standard Time (PST). County will telephone support for any Level I Priority service requests outside of normal working hours. Contractor response outside normal working hours will be by return telephone call for Level I Priority service requests only.

All other service requests will be provided during normal working hours. Maintenance and Support Services and Hosting Services shall include Contractor performing all Work outlined in this Exhibit D, at no additional cost beyond the Maintenance and Support Fees and Hosting Services Fees expressly set forth in the Agreement. Contractor's Work hereunder shall include, in each case in full accordance with the Agreement, this Exhibit D, the Statement of Work and otherwise with the Specifications.

II. GENERAL

(1) Maintenance and Support Services and Hosting Services shall commence in accordance with Paragraph 4.4 (Maintenance and Support Services and Hosting Services) of the Agreement and shall continue for the Term hereof, if so elected by County. Contractor shall support all System Software in the version(s) and the Hosting Environment then-existing as of the Effective Date at Contractor's Primary and Secondary Data Centers. As new releases of the System Software are introduced, Contractor shall support at least the most recent and prior two (2) major version releases for the Term of the Agreement.

(2) "Contractor's Primary Data Center" shall mean the principal data center facility in which the Hosting Environment shall operate throughout the Term of the Agreement and as described in this Exhibit D.

(3) "Contractor's Secondary Data Center" shall mean a fail-over recovery data center facility in which the Hosting Environment shall operate and provide Business Continuity services throughout the Term of the Agreement and as described in this Exhibit D.

(4) For Maintenance and Support Services and Hosting Services, County's primary contacts shall be the County's Project Manager and County Staff who have been

delegated responsibility for each major Component or group of Components of the System. Once identified, County shall provide written notification to Contractor within a reasonable time of any change to the identified contacts for County.

(5) Contractor shall respond to and resolve Deficiencies as described in this Exhibit D.

(6) Contractor shall provide and install Updates to the System Software as mutually agreed upon in advance by County and Contractor. Contractor shall notify County's Project Manager or his/her designee of any scheduled or unscheduled installation of Updates that would affect access to the System Software. Installation of Updates shall be completed by the date and time as agreed upon between Contractor and County.

(7) Contractor shall host the System Software and facilitate the provision of business continuity and disaster recovery as further set forth in this Exhibit D.

(8) County will provide Contractor with information and assistance reasonably requested by Contractor as necessary to detect, simulate, and correct any Deficiency or other failure of the System to operate in accordance with Specifications. Notwithstanding the foregoing, without limiting County's rights pursuant to Paragraph 36 (Notice of Delays) of the Agreement and regardless of the level of assistance provided by County, Contractor is solely responsible for timely correction of all Deficiencies in accordance with Section VIII.B (Corrective Maintenance) of this Exhibit D.

(9) Contractor will be expected to and agrees to respond and reasonably assist County when there are System problems which may or may not be the direct fault of Contractor at no additional cost to County. These possible problems include without limitation, potential incompatibilities or security related problems that may arise due to hardware, software or other product integration issues, and which may impact System performance.

(10) Any Updates or Enhancements required in order for the System Software to remain compliant with applicable Federal and State laws, regulations (and, in the case of local laws and regulations, in order to meet Specifications and System Performance Requirements), rules, ordinances, directives, guidelines, policies and procedures relating to County operations including, without limitation, MHSA Capital Facilities and Technological Needs Guidelines and regulations issued by Federal agencies including but not limited to the IRS, CMS, FDA, Department of Health and Human Services (HHS), Federal Trade Commission (FTC) and Department of Defense (DOD), shall be provided to County at no additional cost over the monthly Maintenance and Support Fees set forth in Schedule D.2 (Maintenance and Support Fee Schedule) and shall be limited to the functionality of the System Software.

(11) Any Update to the Hosting Environment is expected to comply with Federal and State laws and regulations at no additional cost over the monthly Hosting Services Fees set forth in Schedule D.3 (Hosting Services Fee Schedule).

(12) Contractor shall provide County with System Software Updates, revised related Documentation and, if necessary, modified procedures, to correct any failure of the System to operate in accordance with Specifications.

(13) Contractor will provide current, comprehensive Documentation for all System Software in printable electronic format. Contractor shall maintain all Documentation for Application Software so as to include all Enhancements and procedural changes and shall ensure that it is up-to-date and available at all times throughout the Term. Contractor shall update and disseminate to County, Documentation simultaneous with the delivery to County of any Enhancement or addition to the System or change in applicable procedure.

(14) Contractor shall provide Maintenance and Support Services for Custom Programming Modifications (including all reports designed under Custom Program Modifications), Interfaces, and Conversions provided by Contractor (including Updates to all of the foregoing), and all other Work required to maintain compatibility of data, Interfaces, Conversions, and other Custom Programming Modifications with any Enhancements provided in accordance with this Agreement, in each case at no additional cost to County.

(15) Contractor shall provide County with physical access to the Contractor's Primary and Secondary Data Centers upon County's request as mutually agreed upon in advance by County and Contractor.

(16) County shall provide appropriate access through its network by which Contractor may, in each case with the prior written permission of County's Project Manager or his/her designee, remotely access the System for the purpose of remote diagnostics and support. Contractor shall furthermore provide any required on-site support, as reasonably determined by County, to ensure timely Maintenance and Support Services. Contractor shall be responsible for all costs and expenses, including travel expenses, incurred in the provision of on-site support.

III. OPERATIONS AND HOSTING SERVICES

Without limiting the Contractor's responsibilities described herein or otherwise in the Agreement, Maintenance and Support Services and Hosting Services shall include the provision of all Work necessary for the System Software to perform in accordance with the Specifications, Hosting Environment, and System Performance Requirements and shall include the following:

A. System Monitoring and Reporting:

(1) Contractor shall continually monitor the System in order to detect and prevent issues causing the System to perform other than in accordance with the System Performance Requirements and Specifications.

(2) Contractor shall maintain County's ability to monitor the Hosting Environment network connectivity and key performance metrics through a System administration portal provided by Contractor.

(3) Contractor shall create a delivery schedule and either deliver monitoring reports to be defined by County or shall provide County with access to a method by which to generate such reports.

B. System Backup:

(1) Contractor shall maintain a full back up of County data environments stored onto tape systems, with a rotating tape schedule. Should tape backup become obsolete, other storage media as mutually agreed upon in advance by County and Contractor shall be used. A daily encrypted

backup shall be kept off-site in a secure, vault location. Weekly, monthly, and yearly encrypted backups shall be maintained by Contractor, stored off-site, and rotated on a periodic basis consistent with the period being stored.

(2) Contractor shall perform back-up and recovery testing pursuant to its internal testing and security protocols, which shall include testing of not less than the following systems and procedures: (i) secondary site failover testing; (ii) firewall redundancy tests; (iii) web server tests; (iv) recovery testing with tape backups of the application data; and (v) database failover testing.

(3) Contractor shall perform backup activities prior to the installation of System Components, Updates, Workarounds, and Custom Programming Modifications.

(4) Contractor shall perform backup activities prior to the installation of Application Software to correct a Deficiency.

(5) Contractor shall periodically review and validate Contractor's Application Software backup procedures, and periodically validate the accuracy and integrity of the backup data. Contractor shall provide a written report of any inaccuracies and inconsistencies in a format approved by County.

C. Hardware Maintenance:

(1) Contractor shall schedule and perform maintenance, including preventive maintenance of Application Software, including, but not be limited to, the repair or replacement of all non-functioning or under-performing hardware or hardware no longer supported by its manufacturer and used by Contractor for hosting the Application Software, in order to maintain County's System Performance Requirements.

(2) Contractor shall repair, upgrade or replace non-functioning or under-performing hardware or hardware no longer supported by its manufacturer, and used by Contractor for hosting the Application Software as is necessary for the System to perform in accordance with Specifications and System Performance Requirements to support and be compatible with any Updates, Custom Programming Modifications, and/or Interfaces.

(3) Based on hardware platforms recommended by Contractor, Contractor shall maintain compatibility of the System Software with new hardware, firmware, operating system software versions, database software versions, Third Party Software, and configurations. Contractor shall provide quality assurance, testing processes, and Corrective Maintenance in collaboration with County Staff to ensure any Custom Program Modification or Enhancement is suitable for release.

D. Updates, Patches, and Version Releases:

(1) Contractor shall provide System Software modifications, Updates, Enhancements, corrections, security and application patches, fixes, improvements, and new releases, including without limitation all generally available commercial releases and Updates of any System Software (collectively, "Enhancements") to County on a regular basis and promptly

after Contractor's creation or receipt thereof. Enhancements shall include, but shall not be limited to, Updates, improvements, fixes, security patches, and new version releases as to all Third Party Software. Contractor shall certify that all Enhancements are compatible with the System prior to their installation in Production Use.

(2) Contractor shall create and provide all Updates to Application Software necessary to keep current with industry standards in accordance with this Exhibit D; provided, however, that any Updates that are required for a proprietary function of County, not required for Contractor's other customers in the State of California, or any change required by a County level ordinance or regulation, and not required by State of California or Federal requirements will be subject to mutual agreement by County and Contractor as to cost and development timetable. Without limiting the other provisions of the Agreement, such Updates shall be provided to County at least once every year unless otherwise agreed upon by County and Contractor. In addition, County shall notify Contractor in writing within forty-five (45) days of the adoption or modification of any County technology or security standard affecting the Application Software. With regard to any required Updates in respect of such new County technology or security standards, Contractor and County shall mutually agree on cost and the timetable for Contractor to provide this functionality to County.

Except to the extent otherwise approved in writing by County's Project Manager, Contractor shall notify County of all such Updates to the Application Software prior to the anticipated installation date. Contractor's provision to County of such Updates to the Application Software shall be at no additional cost to County beyond the Maintenance and Support Fees.

(3) Contractor will provide appropriate training for County Staff with respect to annual Updates, major software releases or any other System Software Enhancement that involves significant new or different functionality or procedures.

(4) In the event that a Third Party Software vendor whose software (including successor or replacement software) is specified in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements) changes its licensing structure in a subsequent product version in a manner which changes the number of required licenses (e.g., concurrent Users becomes named Users), Contractor shall promptly provide to County, licenses sufficient to provide County with the same level of use that County enjoyed under the previous licensing structure, at no additional cost to County.

(5) Contractor shall provide all Maintenance and Support Services for Third Party Software that is part of the System Software as specified in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements), including all Updates and other Enhancements. Third Party Software versions installed as part of the System shall be versions currently supported by the Third Party Software vendor.

(6) In the event it is determined by County, Contractor or a third party that any Update to Third Party Software, as specified in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements), is required in order to maintain support from the Third Party Software vendor or to maintain compatibility with the Application Software or operating system or to resolve a Deficiency, Contractor, at no additional cost to County, shall provide County with an automated Workaround (as defined in Section VIII.B(5)(e)) to protect the integrity of the Application Software and related data until such time as the Deficiency is corrected. Compatibility issues with Third Party Software specified in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements) will be subject to Section VIII.B (Corrective Maintenance).

(7) Contractor shall provide Maintenance and Support Services for Custom Programming Modifications (including all reports designed under Custom Program Modifications), Interfaces, and Conversions provided by Contractor (including Updates to all of the foregoing), and all other Work required to maintain compatibility of data, Interfaces, Conversions, and other Custom Programming Modifications with any Enhancements provided in accordance with this Agreement, in each case at no additional cost to County.

(8) Any Updates or Enhancements required in order for the System Software to remain compliant with applicable Federal and State laws shall be provided to County in accordance with Section II.10(General).

E. Preventive Maintenance:

(1) Contractor shall create a schedule of required preventative maintenance Tasks for the System to ensure that the System and all Components thereof are functioning in accordance with this Agreement. Such preventative maintenance Tasks include, but are not limited to, the following:

(a) Updates for Application Software, Interfaces, and other System Software;

(b) Application communication configuration for System Software; and

(c) Review of error and other logs to ensure any required Corrective Maintenance needed is detected in a timely manner to the extent possible and in any event a correction shall be performed.

(2) Contractor shall use its best efforts to assure unscheduled preventive maintenance shall not disrupt System functioning in accordance with this Agreement. However, County recognizes that regularly scheduled routine preventive maintenance may be needed which will require scheduled System downtime. Scheduled maintenance shall be conducted between the hours of 10:00 PM and 6:00 AM PST. Contractor shall provide seven (7) Working Days advance notice to County thereof, except for emergency/critical maintenance events requiring immediate attention. Any deviation from scheduled maintenance hours as stated herein shall be only upon written approval from County.

Contractor agrees that the combined System unavailability due to such routine scheduled maintenance shall not exceed an average of four (4) hours per month and not more than six (6) hours in any single month during any calendar month. Any excess scheduled downtime not agreed in writing in advance by County in accordance with this Section, or pursuant to Section X (System Reliability) as to non-routine maintenance, shall be treated as Downtime in accordance with Section X.A.

(3) The System shall be available to Users for not less than 99.95% of the hours in a month, twenty-four (24) hours per day, and seven (7) days per week, except for the time periods attributable to:

(a) Circumstances beyond Contractor's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, interruption of or delay in transportation;

(b) County's inability to access the Contractor's network, solely as a result of County-provided infrastructure;

(c) Scheduled maintenance, scheduled backups, scheduled restores, and emergency maintenance and upgrades; and

(d) County acts or omissions (or acts or omissions of others engaged or authorized by County), including, without limitation, custom scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc), any negligence, willful misconduct, or use of the services in breach of the Agreement and acceptable use as provided in writing to County.

IV. HOSTING ENVIRONMENT

Without limiting the Contractor's responsibilities described herein or otherwise in the Agreement, Maintenance and Support Services and Hosting Services shall include the provision of a Hosting Environment to perform in accordance with the Specifications and System Performance Requirements and shall include the following:

A. Environmental Details:

Contractor shall securely maintain, preserve, and exchange consumer data in a database running on commercially available hardware servers. Contractor's servers shall be housed and secured in Contractor's Primary and Secondary Data Centers in compliance with current HIPAA security rulings. Prior to any relocation of Contractor's Primary or Secondary Data Center site(s) Contractor shall obtain written approval by the County, which shall not be unreasonably withheld.

Contractor shall maintain and preserve all data on County's database schema and shall manage in full compliance with current HIPAA regulations for data security, confidentiality, and authorized access. County shall exclusively own all data held within the County's database schema on Contractor's system.

B. Physical Environment:

(1) Contractor shall maintain County's Hosting Environment facilities with:

(a) Redundant power, cooling, and Internet connections into dedicated cage environments, accessible to only Contractor staff and authorized Hosting Environment contractors; and

(b) Emergency battery power sufficient to support the System's operation until a generator is online, in the event of a power issue.

C. Technical Environment:

(1) Contractor shall implement the technical solution for the County with redundant System Components. County's Hosting Environment shall include:

(a) Network load balancers, web servers, application servers, and database servers in a redundant configuration;

(b) Fully redundant Storage Area Network (SAN) using Redundant Array of Independent Disk (RAID) and multiple data paths for storing County's data; and

(c) Maintenance of fully separate development, test, training, and production environments.

D. Physical Security Environment:

(1) Contractor shall maintain County's Hosting Environment in Statement on Standards for Attestation Engagements (SSAE) 16 certified facilities, or facilities of successor certification, with:

(a) Access controlled through documented procedures;

(b) 24/7/365 security and technical engineering staff;

(c) Physical access which requires government-issued picture identifications for access validation and multi-factor authentication for floor access; and

(d) Video surveillance monitoring 24/7/365.

(2) Contractor's physical cage environments shall be governed by strict Access Control Lists (ACL) for physical access to the environments. All data and storage cabinets shall be secured with locks, requiring proximity cards for physical access. All cage access and cabinet access shall be monitored through internal management and logging systems.

(3) Contractor shall maintain comprehensive security policies, procedures, and controls to govern, support, and secure the Hosting Environment. Security policies and procedures shall be reviewed and updated on a regular basis. Contractor's security management controls shall be reviewed by an independent third party firm, on an annual basis, following SSAE16 or successor certification, guidelines and format.

E. System Security:

Contractor shall use secure technology to protect County's data and transmissions between the Internet browser, client desktops and the Hosting Environment which shall include the following:

(1) Industry standard products to protect customer data when transmitting across public networks, including 128/256-bit Secure Socket Layer (SSL) certificates signed by mutually agreed upon certificate authority and 168-bit Triple Data Encryption Standard (DES) Internet Protocol Security (IPsec) Virtual Private Network (VPN) connections.

(2) A network structure protected by redundant clustered firewalls and monitored with intrusion prevention systems. All security systems shall be from leading security industry vendors, implemented in conjunction with Contractor's third party security firms, and validated by Contractor's separate third party vulnerability/penetration testing firms. The firewall logs shall be reviewed weekly and analyzed proactively by enterprise security management systems to identify security threats. The System shall be safeguarded using Network Address Translation (NAT), Internet Protocol (IP) masquerading, port redirection, non-routable IP addressing and ACL's, multi-factor authentication, and management network segregation.

(3) Background checks, employment checks, and education checks for all Contractor staff prior to being offered employment. All Contractor's support staff shall go through extensive security, and privacy training prior to being provided physical access.

(4) Multi-factor devices to access managerial functionality within the environment for administrative access. All User access shall be monitored and managed by the Contractor's Security/Compliance Department. All servers, hardware devices, software applications, User accounts, security devices, and technical services shall be fully audited and managed in real time by enterprise management and notification systems. Any account, physical, environmental or security change shall be immediately identified and trigger a notification to all Contractor hosting and security staff. Contractor's enterprise management systems shall immediately provide an ISO compliance dashboard showing full compliance status with all applicable environmental controls.

(5) The maintenance of security by restricting access points to all production environments. Strong password rules shall be enforced and all Systems shall be constantly updated to the vendor recommended patch levels for security. Systems shall be hardened by disabling any non-critical ports, users, protocols, and processes, following vendor's "best practice" recommendations for security. All environmental operating systems access shall require multi-factor authentication.

(6) Operations to identify and manage risks and vulnerabilities that could affect the Contractor's ability to provide reliable Hosting Services to the County. These processes shall require Contractor management to assign a risk profile to all assets within the Hosting Environment, including hardware, software, services, staff, and client data. Each asset and its applicable risk and vulnerabilities shall be tracked, monitored, and reviewed on a regular basis. Any new assets shall be evaluated based upon a risk rating formula. The hosting operations executives shall meet periodically to discuss the risks Contractor is facing. These shall include

various aspects of financial and technological risks, including risks introduced by changes in the nature of services provided and processing when applicable. In addition, Contractor's department managers shall meet with its staff on a regular basis to discuss any outstanding issues pertaining to their function within Contractor's organization.

(7) Extensive change management policies, procedures, and controls. All non-routine environment changes shall require approvals, extensive testing, and full documentation prior to being implemented within the Hosting Environment.

(8) Extensive incident management and monitoring procedures for the Hosting Environment. Contractor shall notify County of any security breach into the System in accordance with Exhibit M (Business Associate Agreement).

F. Data Back-up and Recovery Services:

Contractor shall provide back-up and recovery services. Data shall be stored on redundant application and database hardware in Contractor's Primary Data Center and replicated to Contractor's Secondary Data Center. Data security shall be provided by SSL encryption, IPsec encryption, multiple levels of virus protection, intrusion prevention systems, multi-factor management authentication, enterprise firewalls, and filtering routers. Hosting Environment shall provide redundancy at all tiers of the environment, redundant clustered firewalls with redundant Internet connections, running industry standard secure inspection, and analysis software. There shall be no data loss due to environmental failures or catastrophic disk failures, except for un-replicated/un-committed transactions. Contractor shall utilize replication, shadowing, and snap-shot technologies between physical systems and Hosting Environment. In the event of a significant Primary Data Center failure, a failover to the Contractor's Secondary Data Center shall be completed. A restoration to the primary environment shall occur at a mutually agreeable time between the Contractor and County.

V. CHANGE MANAGEMENT

Contractor shall utilize the change management process approved by County to manage all changes to the System. All changes related to the System shall require prior written approval from County's Project Director or County's Project Manager and Contractor shall provide appropriate Documentation.

VI. SECURITY MONITORING AND REPORTING

In addition to the other monitoring and reporting requirements of the Agreement, the Contractor shall perform the following services for security monitoring and reporting:

A. In the event of any security problem(s) (e.g., discovery of "back door", database or other Application Software vulnerabilities, or other intrusion-related problems) relating to System Software, whether identified by Contractor, County or a third party, Contractor shall work with County and third parties, as appropriate, to identify such vulnerabilities, coordinate resolution, and promptly validate any required System patches, unless otherwise agreed by County as specified herein.

B. In the event of breach of any security when sharing Protected Health Information, Contractor shall comply with all provisions set forth in Exhibit M (Business Associate Agreement).

C. Contractor shall provide a written report to Departmental Information Security Officer (DISO) or his/her designee and County's Project Director of repeated attempts to gain unauthorized access to the System. The report should include the capture of the location identification/address where the attempt was made, and the type of access that was being attempted.

D. Contractor shall perform security scanning and penetration testing from the Internet and internally at least annually. Such testing shall be performed using industry-recognized tools. Testing results must be provided via a report to DISO or his/her designee and County's Project Director.

E. Contractor shall provide reasonable assistance to County in generating security audit reports related to Contractor's Hosting Environment and Hosting Services as requested by Federal, State or County auditors, and/or County-approved third party.

F. Contractor shall provide a third party independent security assessment to DISO or his/her designee which minimally addresses:

(1) Regulatory compliance.

(2) Web application and data security.

(3) Identity management and access control.

(4) System and network vulnerability and penetration tests.

(5) Incident response and digital forensics.

(6) Business continuity and disaster recovery (as further set forth below).

The Contractor will notify County before running vulnerability scans on the System in the production environments.

G. All System, application, transaction and access logs, audit trails, and reports will be made available to DISO or his/her designee and County's Project Director within three (3) Working Days, upon County's request.

VII. BUSINESS CONTINUITY AND DISASTER RECOVERY

A. Business Continuity:

(1) "Business Continuity" shall mean the provision of services to Users for mission critical System Software for both Production Use and Business Continuity environments with the inclusion of high availability as defined below.

(2) "High Availability" shall mean the availability of a hot site, as defined below, whereby the Contractor's Secondary Data Center is utilized in the event the Contractor's Primary Data Center becomes unavailable, is malfunctioning or otherwise fails to meet Specifications.

(3) "Hot Site" shall mean:

(a) Contractor's Secondary Data Center becomes available in one (1) hour or less in the event the Contractor's Primary Data Center

becomes unavailable, is malfunctioning or otherwise fails to meet Specifications. This System performance measure is also known as Recovery Time Objective (RTO).

(b) Contractor's Secondary Data Center will become available for Production Use with loss of data submitted by User limited to five (5) minutes or less, for transactions that have not been committed to the database at the time of failure in the Contractor's Primary Data Center. This System performance measure is also known as Recovery Point Objective (RPO).

Contractor shall provide Business Continuity for the System through the Hosting Environment throughout the Term of the Agreement in accordance with Exhibit A (Statement of Work). As a part of Business Continuity, Contractor shall provide disaster recovery services as further set forth below.

B. Disaster Recovery:

"Disaster Recovery" shall mean the process, policies, and procedures maintained and executed by Contractor for the purposes of preparing for recovery and continuation of the System after a catastrophic event that resulted in significant or potentially significant System downtime or disruption of the production environment which requires Contractor to invoke its Disaster Recovery plan.

Contractor shall:

(a) Submit a Disaster Recovery plan in printable electronic format for County's review and County's Project Director's approval as specified in the Exhibit A (Statement of Work).

(b) Notify County of changes to the Disaster Recovery plan within ten (10) Working Days.

(c) Keep the Disaster Recovery plan up-to-date and available at all times throughout the Term.

(d) In collaboration with County, conduct annual testing for validity of data and operations availability should the Disaster Recovery plan need to be activated.

(e) Provide County, with a printable electronic format copy of the annual Disaster Recovery test results within thirty (30) days of completion of such test.

(f) Upon occurrence of a disaster affecting Contractor's Primary Data Center, provide the following Disaster Recovery services:

(i) Invoke the Disaster Recovery plan within thirty (30) minutes of the disruption of Production Use or a precipitating event at Contractor's Primary Data Center; and

(ii) Provide a Disaster Recovery report, in a mutually agreed upon format, to County's Project Director or his/her designee within thirty (30) days after declaring the closure of each Disaster Recovery incident.

Contractor's failure to maintain the RTO and RPO shall be deemed unscheduled Downtime.

VIII. MAINTENANCE AND SERVICE REQUESTS

County will provide Contractor with information and assistance reasonably requested by Contractor as necessary to detect, simulate, and correct any Deficiency or other failure of the System to operate in accordance with Specifications. Notwithstanding the foregoing, and without limiting County's rights pursuant to Paragraph 36 (Notice of Delays) of the Agreement and regardless of the level of assistance provided by County, Contractor is solely responsible for timely correction of all Deficiencies in accordance with Section VIII.B (Corrective Maintenance) of this Exhibit D.

A. Service Request Tracking System (SRTS):

(1) For use in responding to County's maintenance and service requests, Contractor shall maintain an automated Service Request Tracking System (SRTS) with a description of each service request, response, and status. Contractor shall regularly review and update all open service requests and follow up on unresolved service requests. Contractor will provide County "read only" access to the SRTS for County's separate review of all open and closed County service requests. Each service request shall be detailed in an Internet accessible service request report, in an exportable format agreed upon by County, and shall include the following information:

(a) Identification Number: An automatically assigned unique identification number, which shall be used to track, document and respond to inquiries relating to a specific service request;

(b) Date and Time: The date and time the service request was initiated, which shall be used to document and/or monitor overall response and resolution time;

(c) Person Initiating Service Request: The name, title, and telephone number of the person initiating the service request, who shall be the primary point of contact used for inquiries regarding the request, unless otherwise assigned by County's Project Manager;

(d) Call Taker: The name of Contractor personnel taking the call or first receiving an electronically submitted service request;

(e) Contractor Employee Currently Assigned: The name and title of the Contractor's employee currently managing the resolution;

(f) Location: Facility and/or physical location where the problem occurred;

(g) Problem Priority Level: The problem priority level as indicated by the reporting County Staff and as further defined in Section VIII.B(5) of this Exhibit D and in Section 1.9.1 of Exhibit A (Statement of Work);

(h) Reference Number: The County-assigned reference number, if applicable;

(i) Service Request Description: A detailed description of the problem or Deficiency encountered or service requested;

(j) Attached Documentation: The identification or description of, and, if available, copies of, documentation submitted by County with the service request to clarify the request, including screen prints, logs, report samples, etc.;

(k) Service Request Type: The service request type (e.g., software change, Deficiency, report request, etc.), as assigned by County which categorizes and specifies the type of request;

(l) Service Request Subtype: The service request subtype (e.g., specific function to be changed, specific function that is deficient, type of report change requested, etc.), as assigned by County, as a subcategory of the Service Request Type defined above in Section VIII.A(1)(k) of this Exhibit D;

(m) Resolution Description: The Contractor's analysis of the problem, and the proposed resolution (e.g., Update or other Enhancement);

(n) Resolution Activity: The Contractor's resolution activities and activity dates to monitor resolution time (e.g., description of calls to and from Contractor and County, referrals to Contractor's staff for correction or investigation, referrals to Third Party Software vendor, coordination of Update or Enhancement releases, validation of correction prior to release to County, etc.);

(o) Estimated Fix Date: The estimated date for Contractor to complete the service request;

(p) Correction Applied Date: The date Contractor applied the correction; and

(q) Resolution Status: The current status of the service request (e.g., open or closed).

(2) Contractor shall maintain a historical knowledge base of System-related problems to identify patterns and facilitate timely resolution.

(3) Contractor shall make available technically qualified personnel (i.e., a help desk) to respond by telephone to all reasonable questions by County relating to the System during the Working Day. Contractor personnel shall document all such calls for assistance from County personnel in the SRTS referenced in Section VIII.A(1) above. Without limiting Contractor's obligations in respect of e-mail and web based SRTS, such telephone support shall be provided via a toll-free telephone number, and for ninety-five percent (95%) of all telephone calls from County to Contractor, County Staff shall not be kept on hold for more than two (2) minutes awaiting the initial substantive conversation with a Contractor help desk employee regarding the details of the service request. If the inquiry cannot immediately be resolved with an available, qualified Contractor technician, for calls of Level II, III or IV Priority as defined in Section VIII.B(5), a qualified Contractor technician shall return the telephone inquiry within one (1) Working Day. At County's option, County may also submit System-related questions of Level II, III, or IV Priority as defined in

Section VIII.B(5) to Contractor via e-mail or on Contractor's web site, and a qualified Contractor technician shall respond to the inquiry within one (1) Working Day.

Without limiting the foregoing obligations and to avoid disruption to the provision of care to County's clients, Contractor shall make available technically qualified personnel and shall include for escalation purposes access to technical management personnel all of whom shall respond by telephone to Level I Priority as defined in Section VIII.B(5), twenty-four (24) hours per day, seven (7) days per week.

Contractor's first level point of contact for Maintenance and Support Services through the help desk, including without limitation as further set forth in Sections VIII.A(1) and this item three (3) as noted below, shall be as follows:

Web Site:	http://support.ntst.com
Telephone:	(888) 782-2615
E-mail:	avatarsupport@ntst.com

(4) County shall be responsible for determining the severity level assigned to each service request or Deficiency discovered by County or Contractor. Without limiting Contractor's obligations in respect of Deficiencies discovered by Contractor, County shall be responsible for initiating service requests by contacting Contractor in accordance with Section I (Scope of Services) of this Exhibit D for any County-discovered Deficiencies.

(5) After the completion of the requested Work, County's Project Manager or his/her designee shall be solely responsible for approval of Work provided in response to service requests.

B. Corrective Maintenance:

(1) Should Contractor determine based upon Contractor's written documentation (e.g., logs, reports, statistics, etc.) that County personnel are consistently inquiring about non-Deficiency related matters, or consistently miscategorizing the Priority Level of reported service requests, Contractor shall promptly contact County's Project Manager or his/her designee and the parties shall, in good faith, cooperate in an effort to avoid or reduce inquiries with respect to such matters. In the event that the parties are unable to reach a resolution, the issues shall be addressed pursuant to the procedures set forth in Paragraph 59 (Dispute Resolution Procedure) of the Agreement.

(2) As part of Maintenance and Support Services, Contractor shall perform corrective maintenance to correct any failure of the System and to remedy all Deficiencies (collectively, "Corrective Maintenance") such that the System will operate in full accordance with the Specifications and/or to restore County to normal business operations in the event of any disruption.

(3) In the event that a need for Corrective Maintenance by Contractor is discovered by County before Contractor's discovery thereof, County will

notify Contractor of the need for Corrective Maintenance. In the event that Contractor discovers the need for Corrective Maintenance on any Component of the System, Contractor will notify County of such discovery immediately. Contractor shall utilize the SRTS described in Section VIII.A(1) of this Exhibit D to log, track, maintain, and report all Corrective Maintenance performed as it pertains to its respective incident.

(4) In the event that a service request requiring Corrective Maintenance is not remedied by Contractor in an expedient manner, County's Project Manager or his/her designee, in County's sole judgment, may escalate the Corrective Maintenance service request within Contractor's service management levels and, if necessary, application or contract management levels. Contractor shall provide County with a complete organizational chart for all Contractor personnel in the escalation hierarchy or otherwise involved in the provision of Maintenance and Support Services Work hereunder. The organizational chart shall include staff name, position, telephone, and e-mail address. Contractor shall provide County with an updated organizational chart as support or management changes occur.

(5) County's Project Manager or his/her designee, in such person's sole judgment, will determine the severity level of an error, malfunction or other Deficiency and designate it as Level I, Level II, Level III, or Level IV Priority, as defined below (and further subject to modification pursuant to Section VIII.B(6) or Section VIII.B(10)):

(a) "Level I Priority" means an error, malfunction or other Deficiency, which significantly impairs County's normal business operations (e.g., compromises patient safety, patient care, administrative or claims processing operations). By way of example and without limitation, this includes a Deficiency that causes the Application Software or any Component thereof to halt processing or is causing data integrity failures, problems or issues, and in each case for which no reasonable Workaround is currently developed, implemented and Accepted.

(b) "Level II Priority" means an error, malfunction or other Deficiency, which causes substantial inconsistencies or irregularities, but does not significantly impair County's normal business operations and for which no reasonable Workaround is currently developed, implemented and Accepted. By way of example and without limitation, Level II Priority includes a Deficiency that is deterring Users from meeting regular schedules (in a manner not rising to the level of significantly impairing County's business operations), and fails to meet the applicable Response Time Requirements as set forth in Schedule D.1 (Response Time Requirements) by fifty percent (50%) or more, as measured during any contiguous eight (8) hour period as mutually agreed upon by County and Contractor, but not so much as to render the System materially unusable.

(c) "Level III Priority" means an error, malfunction or other Deficiency, previously classified as a Level I or Level II, for which a

Workaround has been implemented and Accepted, but such error or malfunction is continuing to persist. Level III Priority additionally includes any deviation from applicable Response Time Requirements of less than fifty percent (50%).

(d) "Level IV Priority" means an error, malfunction or Deficiency, regardless if a Workaround exists, which has little or no consequence on County's normal business operations.

(e) "Workaround" means, for purposes of this Exhibit D, an alternative System procedure made available by Contractor to County to provide alternative functional operation so as to render a Deficiency categorized as a Level I or Level II Priority to be classified as a Level III Priority by causing it to no longer significantly impair County's normal business operations or cause substantial inconsistencies or irregularities. The determination of whether any proposed or actual Corrective Maintenance comprises a Workaround or final resolution of the applicable Deficiency shall be at the sole discretion of County's Project Director.

(6) Upon the second and subsequent reported recurrence of the same Deficiency within any three (3) month period, such Deficiency shall be escalated one level in priority and such recurrence added to the historical knowledge base as set forth in Section VIII.A(2). By way of example, a Level III Priority Deficiency that recurs and is reported within thirty (30) days following the prior occurrence shall be treated on the second occurrence as a Level II Priority; provided, however, that those Deficiencies which by their nature are repeated on numerous occasions shall not be escalated in such manner unless either the Deficiency itself or the nature of the effect on County's business operations changes, cumulatively or otherwise, in the judgment of County's Project Manager.

(7) Contractor shall provide Corrective Maintenance in accordance with this Section VIII.B (Corrective Maintenance), as described below. The time periods described shall begin with the earlier of (i) the first notification by County of a Level I Priority Service Request, as further defined below, or (ii) first discovery by Contractor of a Deficiency that constitutes a Level I Priority Service Request. For service requests of Level II Priority, Level III Priority, and Level IV Priority, if the first notification by County or discovery by Contractor is not during the Working Day, the time period shall begin at the start of the next Working Day; otherwise it shall occur at the first notification by County. Within one (1) hour upon discovery of a Deficiency, Contractor shall issue a service request at the appropriate priority level.

(a) For a Level I Priority Service Request, Contractor shall provide action directed towards resolution within one (1) hour of first contact by County (which must be followed up or provided by telephone from County outside of normal working hours) regarding or discovery by Contractor of such Deficiency, and use continuous best effort until the problem is resolved. If not corrected or if a reasonable Workaround is not provided within four (4) hours, then

without limiting County's other rights or remedies hereunder, Service Credits may be applied pursuant to Section XI (Service Credits) of this Exhibit D.

(b) For a Level II Priority Service Request, Contractor shall provide ongoing and diligent action to correct the failure of the System to operate in accordance with Specifications. If not corrected or if a reasonable Workaround is not provided within twenty-four (24) hours of first contact within normal working hours or the first normal working hour following any first contact outside of normal working hours by County regarding or discovery by Contractor of such Deficiency, then without limiting County's other rights or remedies hereunder, Service Credits may be applied pursuant to Section XI (Service Credits) of this Exhibit D.

(c) For a Level III Priority Service Request, Contractor shall provide ongoing and diligent action to correct the failure of the System to operate in accordance with Specifications. If not corrected within seventy-two (72) hours of first contact within normal working hours or the first normal working hour following any first contact outside of normal working hours by County regarding or discovery by Contractor of such Deficiency, then without limiting County's other rights or remedies hereunder, Service Credits may be applied pursuant to Section XI (Service Credits) of this Exhibit D.

(d) For a Level IV Priority Service Request, commencing with first contact by County regarding or discovery by Contractor of such Deficiency, Contractor shall provide ongoing and diligent action to correct the failure of the System to operate in accordance with Specifications. If not corrected within a reasonable and agreed-upon time period, then without limiting County's other rights or remedies hereunder, withholds may be applied in respect of such failure pursuant to Paragraph 8.8 (County's Right to Withhold Payments) of the Agreement.

(8) County will install and test proposed corrections to Deficiencies in accordance with its procedure for installing and testing Updates. Updates shall operate in Production Use for not less than fifteen (15) days without recurrence of the Deficiency in question prior to any Acceptance of such Update.

(9) Contractor shall not deem closed or remedied a reported Deficiency until the root cause is documented and the County has Accepted a correction in accordance herewith.

(10) County, in its sole discretion, may escalate or downgrade the severity level of a Deficiency (provided that, if escalated, the Deficiency meets the requirement of the new level so selected as set forth in Section VIII.B(5), or the escalation is otherwise expressly provided for in this Section VIII.B. At the time the Deficiency is escalated or downgraded, upon notification of Contractor of such change in severity level, a new appropriate timeline will be applied for resolution of such Deficiency in accordance with this Section VIII.B.

(11) Any attempted repair, reconfiguration of or other Enhancement to the System in order to resolve a Deficiency shall be deemed effective only if the System thereafter complies with the Specifications hereunder in all respects applicable to such Deficiency, including without limitation any applicable Response Time or volume metrics, for an uninterrupted fifteen (15) day period in full Production Use subsequent to such repair or Enhancement. If the System fails to complete this fifteen (15) day period of uninterrupted compliance, such repair or Enhancement shall be deemed to be and treated as if ineffective to cure the original Deficiency, and Service Credits, if any, shall continue to accrue from the date of the originally reported Deficiency in question.

IX. SYSTEM PERFORMANCE REQUIREMENTS

The Response Time Requirements set forth in Schedule D.1 (Response Time Requirements) to this Exhibit D specify the minimum performance requirements for the System Software Components of the System, which will be monitored by County during the Term of this Agreement without limiting Contractor's obligations. For purposes of this Exhibit D and this Agreement generally, the System's failure to meet the System Performance Requirements constitutes a Deficiency (also known as "Response Time Deficiency"). Without limiting Contractor's other obligations hereunder, and subject to and in accordance with Paragraph 9.8 (Response Time Warranty) of the Agreement, Contractor shall correct all Response Time Deficiencies.

Schedule D.1 (Response Time Requirements) to this Exhibit D describes each System Performance Requirements category, the definition of each category, the minimum performance level, and method of performance measurement.

A. Contractor will assist County in troubleshooting and determining the root cause of any failure of the System (including network infrastructure) to comply with the Specifications or the System otherwise fails to meet the System Performance Requirements hereof. The Service Credits listed in the Agreement will only be assessed in cases in which the System Software suffers a Deficiency or Contractor is otherwise determined by County in its reasonable discretion to be at fault or in which the Contractor's Hosting Environment as set forth in Schedule D.4 (Hosting Environment Diagram) to this Exhibit D proves inadequate.

B. For the purpose of this Exhibit D and Response Time measurement, "Transaction Processing Response Time" shall be defined as the time period commencing when a request is received by the web server, continuing while processed by the Application Software and database servers, up through sending the result to the web server, and ending when the transaction results are sent from the web server back to the User. Without limiting the foregoing, Transaction Processing Response Time includes any business requirement processing, calculations, User interface preparation, communication between the web servers, application servers, and database servers, and database activity.

C. Except as otherwise set forth in Section IX.B of this Exhibit D for Transaction Processing Response Time, the Response Time for a particular operation means the elapsed time for any such operation as measured from the commencement or launch of such functionality until its completion, as evidenced by the completed System response. Response Time measurement for the System will

begin concurrent with Task 8.5 (Conduct System Performance Test) of Exhibit A (Statement of Work).

D. If Contractor recommends an Update, repair or replacement of any County equipment or Components of the System provided by County in order to remedy a Response Time Deficiency, County shall make such repair or replacement of equipment in accordance with Contractor's recommendation. Contractor will not be responsible for any cost if the Response Time Deficiency is due to defective equipment provided by County or to the performance of third party service providers to County that fall below industry recognized standards among that class of service providers.

X. SYSTEM RELIABILITY

A. For the purpose of this Exhibit D, "Downtime" shall be defined as System non-availability due to System Software error, malfunction, or Deficiency in the Application Software, or due to System maintenance activity other than in accordance with the scheduling parameters set forth in Section III.E (Preventative Maintenance) and Section X (System Reliability) of this Exhibit D. Examples of Downtime include, without limitation:

(1) One (1) or more County Facilities cannot access the System for reasons within Contractor's Control; or

(2) Any functional Component of the System or Interface is not available.

B. County requires that there be no unscheduled Downtime for routine maintenance of the Application Software with the exception of that granted under Section III.E(2).

County will accept occasional scheduled Downtime for significant non-routine Updates and maintenance to be scheduled by Contractor only with County's prior written approval and at County's discretion. Such scheduled Downtime for non-routine maintenance shall not occur more than four (4) times per year and shall not last more than four (4) hours per occurrence. Non-routine maintenance includes such tasks as major System Software version Updates. Contractor shall use best efforts to keep scheduled Downtime for non-routine maintenance to a minimum and if required, any excess scheduled Downtime will be agreed to in writing in advance by County.

XI. SERVICE CREDITS

A. <u>General:</u>

Without limiting any other rights and remedies available to County, Service Credits shall accrue under this Exhibit D for Contractor's failure to maintain System reliability, Contractor's failure to provide timely Corrective Maintenance and the System's failure to satisfy Response Time Requirements, all as described in more detail below. The amount of the Service Credit will depend on the extent and duration of Contractor's failures.

To the extent Downtime or other Deficiencies result from use of the System by County other than in accordance with the Specifications, County's entitlement to any Service Credits in respect of such Deficiencies shall be accordingly reduced, provided and only to the extent that Contractor notifies County, in writing, of the

details of the alleged misuse within twenty-four (24) hours of Contractor's reasonably timely discovery thereof. County shall review such allegation and shall notify Contractor in writing, within five (5) Working Days, of County's agreement or disagreement therewith. In the event County disagrees with Contractor's allegation(s) of misuse, County shall apply Service Credits in accordance herewith, subject to the provisions of Paragraph 59 (Dispute Resolution Procedure) of the Agreement.

B. System Reliability:

(1) "System Reliability Percentage" shall mean adding up the total amount of unscheduled Downtime, rounded to the nearest minute, which occurs during any calendar month and subtracting that amount from the System maximum operational use time (1440 minutes in a day multiplied by 'x' days in the calendar month = 100%) and dividing the difference by the System maximum operational use time. The resulting quotient will then be multiplied by one hundred (100) to determine the reliability percentage.

(2) Service Credits shall be accrued for any month during which System Reliability Percentage is less than 99.95%. The following scale will be used to determine the percentage of monthly maintenance payment withheld. This amount shall be in addition to any amounts accrued under this Section XI.C(1) for Contractor's failure to meet required Corrective Maintenance response times.

Monthly Uptime	Credit
99.95%	0%
98.5% to up to 99.94%	5%
98.0% to up to 98.4%	10%
97.5% to up to 97.9%	15%
97.4% or below	20%

C. Corrective Maintenance Response Time Failures:

If Contractor fails to provide Corrective Maintenance on a timely basis in accordance with Section VIII.B (Corrective Maintenance) of this Exhibit D, then in each instance Service Credits shall accrue for the benefit of County, calculated as set forth below:

(1) For Level I Priority Service Credit equal to one thirtieth (1/30) of the monthly Maintenance and Support Fee shall accrue for each four (4) hours the Deficiency continues without successful and Accepted completion of either a final resolution through Corrective Maintenance or a Workaround, beginning four (4) hours after the earlier of the time Contractor first discovers the Deficiency, or the time Contractor first receives notice from County thereof.

(2) For Level II Priority, Service Credit equal to one forty-fifth (1/45) of the monthly Maintenance and Support Fee shall accrue for each twenty-four (24) hours the Deficiency continues without successful and Accepted completion of either a final resolution through Corrective Maintenance or a Workaround, beginning twenty-four (24) hours after the earlier of the time Contractor first discovers the Deficiency, or the time Contractor first receives notice from County thereof.

(3) For Level III Priority, Service Credit equal to one sixtieth (1/60) of the monthly Maintenance and Support Fee shall accrue for each five (5) Working Days one or more Level III Priority errors or malfunctions continue without an Accepted final resolution through Corrective Maintenance or otherwise beyond: (i) in the case of Deficiencies downgraded from a Level I Priority with a Workaround, five (5) Working Days from the Accepted implementation of the Workaround; (ii) in the case of Deficiencies downgraded from a Level II Priority with a Workaround, ten (10) Working Days from the Accepted implementation of the Workaround; and (iii) in all other cases, ninety (90) days from the earlier of the time Contractor discovers the Deficiency, or the time Contractor receives notice from County thereof.

Any attempted repair, reconfiguration of or other Enhancement to the System Software in order to resolve a Deficiency shall be deemed effective only if the System Software thereafter complies with the Specifications hereunder in all respects applicable to such Deficiency, including without limitation any applicable Response Time or volume metrics, for an uninterrupted fifteen (15) day period in full Production Use subsequent to such repair or Enhancement. If the System fails to complete this fifteen (15) day period of uninterrupted compliance, such repair or Enhancement shall be deemed to be and treated as if ineffective to cure the original Deficiency, and Service Credits, if any, shall continue to accrue from the date of the originally reported Deficiency in question.

SCHEDULE D.1

RESPONSE TIME REQUIREMENTS

SCHEDULE D.1 – RESPONSE TIME REQUIREMENTS

System Performance Category	System Performance Definition	Minimum Performance Level	Method of Performance Measurement
Application Response Time for User Transactions (screen to screen, screen load, field load or drop down menu)	The Transaction Processing Response Time for the Application Software to complete a single case "screen to screen" transaction other than report generation.	99.5% completed within one (1) second	Transaction Processing Response Time Monitoring / Testing
Application Response Time for User Transactions (record update)	The Transaction Processing Response Time for the Application Software to complete a record update transaction.	99.5% completed within one (1) second	Transaction Processing Response Time Monitoring / Testing
Contractor Standard Report Generation Time (single patient query)	The Transaction Processing Response Time for the Application Software to generate the requested report. (Does not include the time to print the report).	99.5% completed within five (5) seconds	Transaction Processing Response Time Monitoring / Testing Incident Reports Transaction Logs
Contractor Standard Report Generation Time (clinic management)	The Transaction Processing Response Time for the Application Software to generate the requested report. (Does not include the time to print the report).	99.5% completed within three (3) minutes	Transaction Processing Response Time Monitoring / Testing Incident Reports Transaction Logs
Contractor Standard Report Generation Time (financial monthly production)	The Transaction Processing Response Time for the Application Software to generate the requested report. (Does not include the time to print the report).	99.5% completed within two (2) hours	Transaction Processing Response Time Monitoring / Testing Incident Reports Transaction Logs

SCHEDULE D.2

MAINTENANCE AND SUPPORT FEE SCHEDULE

SCHEDULE D.2

MAINTENANCE AND SUPPORT FEE SCHEDULE

SYSTEM SOFTWARE[1]

Monthly Maintenance and Support Fees

Item No.	Software Component	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
1	Avatar Base System	$110,835	$114,144	$117,558	$121,072	$124,691	$128,418	$132,256	$137,744	$141,868	$146,115	$150,491
2	Avatar EHR	$35,631	$36,699	$37,800	$38,934	$40,102	$41,305	$42,544	$42,286	$43,484	$44,716	$45,981
3	Avatar MSO	$16,407	$16,899	$17,406	$17,928	$18,466	$19,020	$19,590	$20,178	$20,783	$21,407	$22,049
4	Connect Suite	$37,959	$39,105	$40,277	$41,486	$42,731	$44,013	$45,334	$46,692	$48,095	$49,537	$51,023
5	ULTIMEDEX [2] (1,500 concurrent Users)	[2]	[2]	[2]	[2]	[2]	[2]	[2]	$3,090	$3,245	$3,407	$3,577
7	Kofax Capture	$1,626	$1,674	$1,724	$1,776	$1,829	$1,884	$1,941	$1,999	$2,059	$2,121	$2,184
	SYSTEM SOFTWARE MAXIMUM MONTHLY TOTAL:	**$202,458**	**$208,521**	**$214,765**	**$221,196**	**$227,819**	**$234,640**	**$241,665**	**$251,989**	**$259,534**	**$267,303**	**$275,305**
	SYSTEM SOFTWARE MAXIMUM ANNUAL TOTAL:	**$2,429,496**	**$2,502,252**	**$2,577,180**	**$2,654,352**	**$2,733,828**	**$2,815,680**	**$2,899,980**	**$3,023,868**	**$3,114,408**	**$3,207,636**	**$3,303,660**

[1] Items and / or prices may be changed by a form of Change Notice pursuant to Paragraph 6 (Change Notice and Amendments) of the Agreement.
[2] Maintenance for this Item shall be effective in Year 8. This Item is included in and is covered by maintenance for Avatar EHR for Years 1 through 7.

SCHEDULE D.3

HOSTING SERVICES FEE SCHEDULE

SCHEDULE D.3
HOSTING SERVICES FEE SCHEDULE

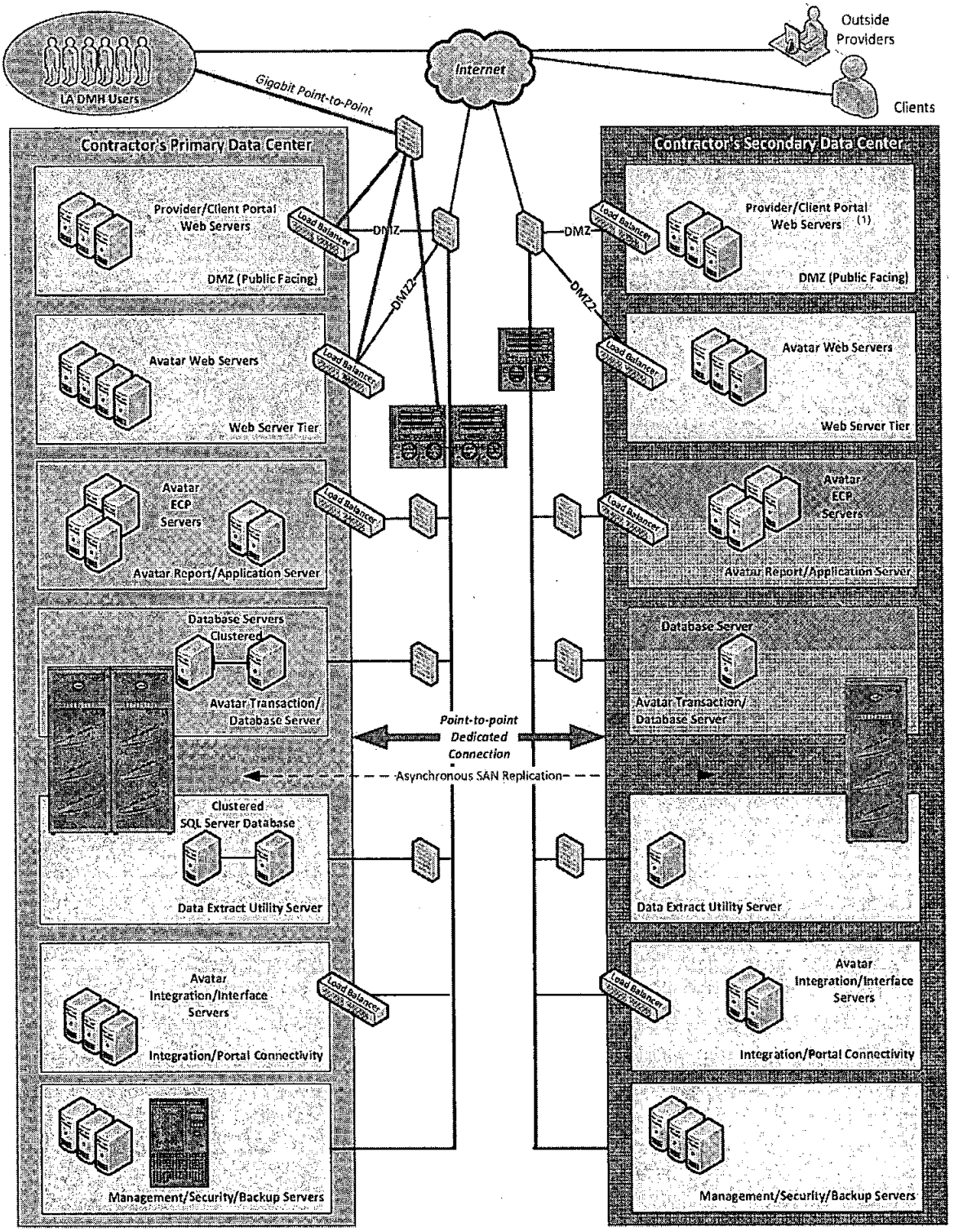
Monthly Hosting Services Fees

Item No.	Hosting Services	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
1	Month 1	$192,025	$193,367	$157,300	$227,300	$223,892	$233,917	$238,208	$249,417	$254,158	$266,317	$271,142
2	Month 2	$192,025	$193,367	$157,300	$227,300	$223,892	$233,917	$238,208	$249,417	$254,158	$266,317	$271,142
3	Month 3	$192,025	$193,367	$157,300	$227,300	$223,892	$233,917	$238,208	$249,417	$254,158	$266,317	$271,142
4	Month 4	$192,025	$193,367	$157,300	$227,300	$223,892	$233,917	$238,208	$249,417	$254,158	$266,317	$271,142
5	Month 5	$192,025	$193,367	$157,300	$227,300	$223,892	$233,917	$238,208	$249,417	$254,158	$266,317	$271,142
6	Month 6	$192,025	$193,367	$157,300	$227,300	$223,892	$233,917	$238,208	$249,417	$254,158	$266,317	$271,142
7	Month 7	$192,025	$193,367	$157,300	$227,300	$223,892	$233,917	$238,208	$249,417	$254,158	$266,317	$271,142
8	Month 8	$192,025	$193,367	$157,300	$227,300	$223,892	$233,917	$238,208	$249,417	$254,158	$266,317	$271,142
9	Month 9	$192,025	$193,367	$157,300	$227,300	$223,892	$233,917	$238,208	$249,417	$254,158	$266,317	$271,142
10	Month 10	$192,025	$193,367	$157,300	$227,300	$223,892	$233,917	$238,208	$249,417	$254,158	$266,317	$271,142
11	Month 11	$192,025	$193,367	$157,300	$227,300	$223,892	$233,917	$238,208	$249,417	$254,158	$266,317	$271,142
12	Month 12	$192,025	$193,363	$157,300	$227,300	$223,888	$233,913	$238,212	$249,413	$254,162	$266,313	$271,138
Hosting Services Maximum Annual Total:		**$2,304,300**	**$2,320,400**	**$1,887,600**	**$2,727,600**	**$2,686,700**	**$2,807,000**	**$2,858,500**	**$2,993,000**	**$3,049,900**	**$3,195,800**	**$3,253,700**

SCHEDULE D.4

HOSTING ENVIRONMENT DIAGRAGM

SCHEDULE D.4
HOSTING ENVIRONMENT DIAGRAGM



(1) Provider/Client Portal Web Servers represents only an example of number and types of servers.

SCHEDULE D.5

PRORATED DATA CENTER HARDWARE AND SOFTWARE FOR HOSTING SERVICES SCHEDULE

SCHEDULE D.5

PRORATED DATA CENTER HARDWARE AND SOFTWARE FOR HOSTING SERVICES SCHEDULE

County's Dedicated Data Center Hardware and Software Total:		$3,618,166.00
Month	**Pro-Rated Return Percentage**	**Pro-Rated Return Amount**
1	Return 70%	$2,532,716
2	Return 70% - 1/36th	$2,462,363
3	Return 70% - 2/36th	$2,392,010
4	Return 70% - 3/36th	$2,321,656
5	Return 70% - 4/36th	$2,251,303
6	Return 70% - 5/36th	$2,180,950
7	Return 70% - 6/36th	$2,110,597
8	Return 70% - 7/36th	$2,040,243
9	Return 70% - 8/36th	$1,969,890
10	Return 70% - 9/36th	$1,899,537
11	Return 70% - 10/36th	$1,829,184
12	Return 70% - 11/36th	$1,758,830
13	Return 70% - 12/36th	$1,688,477
14	Return 70% - 13/36th	$1,618,124
15	Return 70% - 14/36th	$1,547,771
16	Return 70% - 15/36th	$1,477,418
17	Return 70% - 16/36th	$1,407,064
18	Return 70% - 17/36th	$1,336,711
19	Return 70% - 18/36th	$1,266,358
20	Return 70% - 19/36th	$1,196,005
21	Return 70% - 20/36th	$1,125,651
22	Return 70% - 21/36th	$1,055,298
23	Return 70% - 22/36th	$984,945
24	Return 70% - 23/36th	$914,592
25	Return 70% - 24/36th	$844,239
26	Return 70% - 25/36th	$773,885
27	Return 70% - 26/36th	$703,532
28	Return 70% - 27/36th	$633,179
29	Return 70% - 28/36th	$562,826
30	Return 70% - 29/36th	$492,472
31	Return 70% - 30/36th	$422,119
32	Return 70% - 31/36th	$351,766
33	Return 70% - 32/36th	$281,413
34	Return 70% - 33/36th	$211,059
35	Return 70% - 34/36th	$140,706
36	Return 70% - 35/36th	$70,353
37 +	Return 0%	$0

SCHEDULE D.6

SCHEDULE OF CONTRACTOR'S PRIMARY AND SECONDARY DATA CENTERS HARDWARE AND SOFTWARE FOR HOSTING SERVICES

SCHEDULE D.6

SCHEDULE OF CONTRACTOR'S PRIMARY AND SECONDARY DATA CENTERS HARDWARE AND SOFTWARE FOR HOSTING SERVICES

I. PRODUCTION ENVIRONMENT:

Item No.	Description	County Dedicated %	Total Qty	Fixed Unit Cost	Fixed Total Cost
Physical Servers: [1]					
1	Cache Server Dell 4 X 2.26GHZ CPUs with 8-Cores; 512GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 3 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; High Output Power Supply (1100W), Redundant Full-power configuration (2+2); 2 X Qlogic 2560 Single Channel 8Gb Optical Fiber Channel HBA	100%	2	$ 56,250	$ 112,500
2	ECP Server Dell 2x Intel® Xeon® X7560 2.26GHz, 24M cache, 6.40 GT/s QPI, Turbo, HT, 8 Cores; 128GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	6	$ 18,640	$ 111,840
3	Middleware Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	4	$ 11,650	$ 46,600
4	Web Services Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	4	$ 8,560	$ 34,240
5	Connect Web Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	3	$ 8,560	$ 25,680
6	SQL Server Dell 2 X 2.26GHZ CPUs with 8-Cores; 256GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 3 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; High Output Power Supply (1100W), Redundant Full-power configuration (2+2); 2 X Qlogic 2560 Single Channel 8Gb Optical Fiber Channel HBA	100%	3	$ 23,540	$ 70,620
7	SAN EMC Symmetrix SAN	100%	2	$ 243,750	$ 487,500
8	Load Balancers F5 3600 series load balancer - dual power	100%	2	$ 29,125	$ 58,250
9	Switches Cisco Catalyst 6500 Switches	100%	2	$ 46,600	$ 93,200
10	Firewalls/IPS Check Point Power-1 Firewalls/Check Point IPS-1 Intrusion Detection appliances	100%	7	$ 43,750	$ 306,250

Item No.	Description	County Dedicated %	Total Qty	Fixed Unit Cost	Fixed Total Cost
11	Firewall/IPS Management Servers Check Point Smart-1	100%	1	$ 31,500	$ 31,500
12	Tape Library Dell PowerVault ML6020 with 6 LTO-5 drives	100%	1	$ 50,000	$ 50,000
13	Management/Logging/Backup Servers Dell 2x Intel® Xeon® X7560 2.26GHz, 24M cache, 6.40 GT/s QPI, Turbo, HT, 8 Cores; 128GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 4 X 600GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply; 2 X Qlogic 2560 Single Channel 8Gb Optical Fiber Channel HBA	100%	3	$ 11,340	$ 34,020
14	Security Servers Dell 2x Intel® Xeon® X7560 2.26GHz, 24M cache, 6.40 GT/s QPI, Turbo, HT, 8 Cores; 128GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 4 X 300GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	3	$ 10,593	$ 31,779
15	KVM	0%	1	$ 12,540	$ 12,540
16	Data Cabinets APC Netshelter – 42U cabinet	0%	5	$ 1,584	$ 7,920
17	PDU's Cabinets APC Rack PDU, switched	0%	10	$ 1,294	$ 12,940
Software Licenses:					
1	Veritas NetBackup Backup Software Net Backup, Bare Metal Restore, Client Encryption, SAN Media Server, SAN Client, Snapshot client, SQL Server, Enterprise Vault, Media Server Encryption	100%	1	$ 73,260	$ 73,260
2	Microsoft Windows Server Enterprise 2008 R2 64-bit	100%	0	(3)	(3)
3	Microsoft SQL Server 2008 R2 Ent Edition	100%	2	$ 20,960	$ 41,920
4	RedHat Enterprise Linux	100%	8	$ 1,572	$ 12,576
5	SAN Replication/Management Software EMC	100%	1	$ 137,550	$ 137,550
6	Check Point Management Software	66%	1	$ 87,120	$ 87,120
7	System Management Software - BMC	33%	1	$ 293,150	$ 293,150
8	Network Management Software - BMC	33%	1	$ 85,150	$ 85,150
9	Audit/Logging Software - Splunk	50%	1	$ 72,050	$ 72,050
10	Security/Authentication Software - RSA, Quest, Qualys	50%	1	$ 55,440	$ 55,440
11	Antivirus Software - McAfee	50%	1	$ 8,645	$ 8,645
Set-up Costs:					
1	Services	0%	1	$ 38,304	$ 38,304

NOT TO EXCEED ONE-TIME PRODUCTION ENVIRONMENT COSTS : $2,432,544

II. DEVELOPMENT, TESTING AND TRAINING ENVIRONMENT:

Item No.	Description	County Dedicated %	Total Qty	Fixed Unit Cost	Fixed Total Cost
Physical Servers: [1]					
1	Cache Server Dell 4 X 2.26GHZ CPUs with 8-Cores; 512GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 3 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; High Output Power Supply (1100W), Redundant Full-power configuration (2+2); 2 X Qlogic 2560 Single Channel 8Gb Optical Fiber Channel HBA	100%	1	$ 56,250	$ 56,250
2	ECP Server Dell 2x Intel® Xeon® X7560 2.26GHz, 24M cache, 6.40 GT/s QPI, Turbo, HT, 8 Cores; 128GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	2	$ 18,640	$ 37,280
3	Middleware Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	2	$ 11,650	$ 23,300
4	Web Services Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	2	$ 8,560	$ 17,120
5	Connect Web Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	1	$ 8,560	$ 8,560
6	SQL Server Dell 2 X 2.26GHZ CPUs with 8-Cores; 256GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 3 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; High Output Power Supply (1100W), Redundant Full-power configuration (2+2); 2 X Qlogic 2560 Single Channel 8Gb Optical Fiber Channel HBA	100%	2	$ 23,540	$ 47,080
7	SAN	100%	0	[2]	[2]
8	Load Balancers	100%	0	[2]	[2]
9	Switches	100%	0	[2]	[2]
10	Firewalls/IPS	100%	0	[2]	[2]
11	Firewall/IPS Management	100%	0	[2]	[2]
12	Tape Library	100%	0	[2]	[2]
13	Management/Logging/Backup Servers	100%	0	[2]	[2]
14	Security Servers	100%	0	[2]	[2]
15	KVM	0%		[2]	[2]

Item No.	Description	County Dedicated %	Total Qty	Fixed Unit Cost	Fixed Total Cost
16	Data Cabinets APC Netshelter – 42U cabinet	0%	1	$ 1,584	$ 1,584
17	PDU's Cabinets APC Rack PDU, switched	0%	2	$ 1,294	$ 2,588
Software Licenses:					
1	Veritas NetBackup Backup Software Net Backup, Bare Metal Restore, Client Encryption, SAN Media Server, SAN Client, Snapshot client, SQL Server, Enterprise Vault, Media Server Encryption	100%	0	(2)	(2)
2	Microsoft Windows Server Enterprise 2008 R2 64-bit	100%	0	(3)	(3)
3	Microsoft SQL Server 2008 R2 Ent Edition	100%	0	(2)	(2)
4	RedHat Enterprise Linux	100%	3	$ 1,572	$ 4,716
5	SAN Replication/Management Software EMC	100%	0	(2)	(2)
6	Check Point Management Software	66%	0	(2)	(2)
7	System Management Software - BMC	33%	0	(2)	(2)
8	Network Management Software - BMC	33%	0	(2)	(2)
9	Audit/Logging Software - Splunk	50%	0	(2)	(2)
10	Security/Authentication Software - RSA, Quest, Qualys	50%	0	(2)	(2)
11	Antivirus Software - McAfee	50%	0	(2)	(2)
Set-up Costs:					
1	Services	0%	1	$ 28,728	$ 28,728

NOT TO EXCEED ONE-TIME DEVELOPMENT, TEST, AND TRAINING ENVIRONMENT COSTS: $ 227,206

III. DISASTER RECOVERY ENVIRONMENT:

Item No.	Description	County Dedicated %	Total Qty	Fixed Unit Cost	Fixed Total Cost
Physical Servers: [1]					
1.	Cache Server Dell 4 X 2.26GHZ CPUs with 8-Cores; 512GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 3 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; High Output Power Supply (1100W), Redundant Full-power configuration (2+2); 2 X Qlogic 2560 Single Channel 8Gb Optical Fiber Channel HBA	100%	2	$ 56,250	$ 112,500
2.	ECP Server Dell 2x Intel® Xeon® X7560 2.26GHz, 24M cache, 6.40 GT/s QPI, Turbo, HT, 8 Cores; 128GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	6	$ 18,640	$ 111,840
3.	Middleware Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	4	$ 11,650	$ 46,600
4.	Web Services Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	4	$ 8,560	$ 34,240
5.	Connect Web Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	3	$ 8,560	$ 25,680
6.	SQL Server Dell 2 X 2.26GHZ CPUs with 8-Cores; 256GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 3 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; High Output Power Supply (1100W), Redundant Full-power configuration (2+2); 2 X Qlogic 2560 Single Channel 8Gb Optical Fiber Channel HBA	100%	3	$ 23,540	$ 70,620
7.	SAN EMC Symmetrix SAN	100%	2	$ 226,200	$ 452,400
8.	Load Balancers F5 3600 series load balancer - dual power	100%	2	$ 29,125	$ 58,250
9.	Switches Cisco Catalyst 6500 Switches	100%	2	$ 46,600	$ 93,200
10.	Firewalls/IPS Check Point Power-1 Firewalls/Check Point IPS-1 Intrusion Detection appliances	100%	4	$ 43,750	$ 175,000
11.	Firewall/IPS Management Servers Check Point Smart-1	100%	1	$ 31,500	$ 31,500
12.	Tape Library	100%	1	$ 50,000	$ 50,000
13.	Management/Logging/Backup Servers Dell 2x Intel® Xeon® X7560 2.26GHz, 24M cache, 6.40 GT/s QPI, Turbo, HT, 8 Cores; 128GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 4 X 600GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply; 2 X Qlogic 2560 Single Channel 8Gb Optical Fiber Channel HBA	100%	3	$ 11,340	$ 34,020

Item No.	Description	County Dedicated %	Total Qty	Fixed Unit Cost	Fixed Total Cost
14.	Security Servers Dell 2x Intel® Xeon® X7560 2.26GHz, 24M cache, 6.40 GT/s QPI, Turbo, HT, 8 Cores; 128GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 4 X 300GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	3	$ 10,593	$ 31,779
15.	KVM	0%	1	$12,540	$ 12,540
16.	Data Cabinets APC Netshelter – 42U cabinet	0%	5	$1,584	$7,920
17.	PDU's Cabinets APC Rack PDU, switched	0%	10	$ 1,294	$ 12,940
Software Licenses:					
1.	Veritas NetBackup Backup Software Net Backup, Bare Metal Restore, Client Encryption, SAN Media Server, SAN Client, Snapshot client, SQL Server, Enterprise Vault, Media Server Encryption	100%	0	(2)	(2)
2.	Microsoft Windows Server Enterprise 2008 R2 64-bit	100%	0	(3)	(3)
3.	Microsoft SQL Server 2008 R2 Ent Edition	100%	2	$ 20,960	$ 41,920
4.	RedHat Enterprise Linux	100%	8	$ 1,572	$ 12,576
5.	SAN Replication/Management Software EMC	100%	0	(2)	(2)
6.	Check Point Management Software	66%	0	(2)	(2)
7.	System Management Software - BMC	33%	0	(2)	(2)
8.	Network Management Software - BMC	33%	0	(2)	(2)
9.	Audit/Logging Software - Splunk	50%	0	(2)	(2)
10.	Security/Authentication Software - RSA, Quest, Qualys	50%	1	$ 55,440	$ 55,440
11.	Antivirus Software - McAfee	50%	1	$ 8,645	$ 8,645
Set-up Costs:					
1.	Services	0%	1	$ 28,728	$ 28,728

NOT TO EXCEED ONE-TIME DISASTER RECOVERY ENVIRONMENT COSTS: $ 1,508,338

CONTRACTOR'S PRIMARY DATA CENTER AND SECONDARY DATA CENTER
HARDWARE AND SOFTWARE TOTAL: $ 4,168,088
COUNTY DEDICATED TOTAL [4]: $ 3,618,166

(1) Model and cost may vary depending on date ordered.
(2) Item shared with equipment purchased in Production Environment.
(3) Cost of software license included with hardware.
(4) Amount is calculated by multiplying the County Dedicated percentage column with the Fixed Total Cost and summing the results.

EXHIBIT E

PROJECT SCHEDULE

EXHIBIT E
PROJECT SCHEDULE

ID	WBS	Task Name	Start	Finish	Duration
1	1	**Los Angeles County IBHIS Project Schedule**	**Fri 9/30/11**	**Tue 10/15/13**	**533 days**
2	1.1	**Los Angeles County IBHIS Implementation Project Schedule**	**Fri 9/30/11**	**Tue 10/15/13**	**533 days**
3	1.1.1	Contract Effective Date - Work is authorized to begin	Fri 9/30/11	Fri 9/30/11	0 days
4	1.1.2	**SOW Tasks & Deliverables**	**Fri 9/30/11**	**Tue 10/15/13**	**533 days**
5	1.1.2.1	**Task 1.0 - Project Planning**	**Fri 9/30/11**	**Mon 9/16/13**	**511.5 days**
6	1.1.2.1.1	**Task 1.1 - Project Planning**	**Mon 10/10/11**	**Mon 11/14/11**	**26 days**
7	1.1.2.1.1.1	**Develop Scope Management Plan**	**Mon 10/10/11**	**Mon 10/24/11**	**10.5 days**
8	1.1.2.1.1.1.1	**Develop Detailed Scope Statement**	**Mon 10/10/11**	**Mon 10/17/11**	**6 days**
9	1.1.2.1.1.1.1.1	Draft Detailed Scope Statement	Mon 10/10/11	Tue 10/11/11	2 days
10	1.1.2.1.1.1.1.2	County Review	Wed 10/12/11	Thu 10/13/11	2 days
11	1.1.2.1.1.1.1.3	Detailed Scope Statement Revisions	Fri 10/14/11	Fri 10/14/11	1 day
12	1.1.2.1.1.1.1.4	Final County Approval	Mon 10/17/11	Mon 10/17/11	1 day
13	1.1.2.1.1.1.1.5	Detailed Scope Statement Complete	Mon 10/17/11	Mon 10/17/11	0 days
14	1.1.2.1.1.1.2	**Scope Verification Plan**	**Tue 10/18/11**	**Wed 10/19/11**	**1.5 days**
15	1.1.2.1.1.1.2.1	Define how the team will establish and document the level and extent of completion of deliverables	Tue 10/18/11	Wed 10/19/11	1.5 days
16	1.1.2.1.1.1.2.2	Define the Timelines and Milestones during which Scope Verification will occur	Tue 10/18/11	Wed 10/19/11	1.5 days
17	1.1.2.1.1.1.3	**Develop Scope Control Plan**	**Wed 10/19/11**	**Thu 10/20/11**	**1.5 days**
18	1.1.2.1.1.1.3.1	Devise a Change Control Process for review of requested scope changes	Wed 10/19/11	Thu 10/20/11	1.5 days
19	1.1.2.1.1.1.4	Compile all Details into Scope Management Plan	Fri 10/21/11	Mon 10/24/11	1.5 days
20	1.1.2.1.1.2	**Develop Quality Management Plan**	**Mon 10/24/11**	**Fri 10/28/11**	**4 days**
21	1.1.2.1.1.2.1	Define the Metrics to be used to measure the quality of the Project Progress	Mon 10/24/11	Wed 10/26/11	2 days
22	1.1.2.1.1.2.2	Define the Timelines for review of Project Quality	Mon 10/24/11	Wed 10/26/11	2 days
23	1.1.2.1.1.2.3	Compile all Details into Quality Management Plan	Wed 10/26/11	Fri 10/28/11	2 days
24	1.1.2.1.1.3	**Develop Communications Plan**	**Mon 10/24/11**	**Fri 10/28/11**	**4 days**
25	1.1.2.1.1.3.1	**Identify the Communication Needs of the Project Stakeholders**	**Mon 10/24/11**	**Fri 10/28/11**	**4 days**
26	1.1.2.1.1.3.1.1	Identify What Reports will be Distributed	Mon 10/24/11	Wed 10/26/11	2 days
27	1.1.2.1.1.3.1.2	Identify When these Reports are to be Distributed	Mon 10/24/11	Wed 10/26/11	2 days
28	1.1.2.1.1.3.1.3	Identify How these Reports are to be Distributed	Mon 10/24/11	Wed 10/26/11	2 days
29	1.1.2.1.1.3.1.4	Compile all Details into Communications Plan	Wed 10/26/11	Fri 10/28/11	2 days
30	1.1.2.1.1.4	**Develop Risk Management Plan**	**Fri 10/25/11**	**Thu 11/3/11**	**4 days**
31	1.1.2.1.1.4.1	Define the Manner through which Project Risks are to be Identified	Fri 10/28/11	Tue 11/1/11	2 days
32	1.1.2.1.1.4.2	Define the Manner through which Project Risks are to be Prioritized/Ranked	Fri 10/28/11	Tue 11/1/11	2 days
33	1.1.2.1.1.4.3	Define how the Project Team can Respond to Identified Risks	Fri 10/28/11	Tue 11/1/11	2 days
34	1.1.2.1.1.4.4	Compile all Details into Risk Management Plan	Tue 11/1/11	Thu 11/3/11	2 days
35	1.1.2.1.1.5	Finalize Project Management Plan Documents	Thu 11/3/11	Mon 11/7/11	2 days
36	1.1.2.1.1.6	County Review Project Management Plan	Mon 11/7/11	Mon 11/14/11	5 days
37	1.1.2.1.1.7	Schedule Kick-Off Meeting	Mon 11/14/11	Mon 11/14/11	0.5 days
38	1.1.2.1.2	**Deliverable 1.1 - Project Planning**	Mon 11/7/11	Mon 11/7/11	0 days
39	1.1.2.1.3	**Task 1.2 - Contractor Staff**	**Fri 9/30/11**	**Mon 9/16/13**	**511.5 days**
40	1.1.2.1.3.1	**Staffing Plan**	**Fri 9/30/11**	**Fri 10/7/11**	**6 days**
41	1.1.2.1.3.1.1	Create Detailed Staffing Plan	Fri 9/30/11	Mon 10/3/11	2 days
42	1.1.2.1.3.1.2	Create Project Hierarchical Org Chart	Fri 9/30/11	Fri 9/30/11	1 day
43	1.1.2.1.3.1.3	Consolidate Resumes of Netsmart Staff for County Review	Mon 10/3/11	Mon 10/3/11	1 day
44	1.1.2.1.3.1.4	Submit Staffing Plan and Resumes to County for Review	Mon 10/3/11	Mon 10/3/11	0 days
45	1.1.2.1.3.1.5	Review Detailed Staffing Plan	Tue 10/4/11	Thu 10/6/11	3 days
46	1.1.2.1.3.1.6	Provide Written Approval of Staffing Plan	Fri 10/7/11	Fri 10/7/11	1 day
47	1.1.2.1.3.2	**Project Team Orientation**	**Tue 11/15/11**	**Fri 11/18/11**	**3 days**
48	1.1.2.1.3.2.1	Netsmart Team Kickoff Orientation and Final Project Document Review	Tue 11/15/11	Fri 11/18/11	3 days
49	1.1.2.1.3.3	**Develop Project Team**	**Tue 11/15/11**	**Mon 9/16/13**	**479 days**
50	1.1.2.1.3.3.1	Perform Team Member Assessments	Tue 11/15/11	Mon 9/16/13	479 days
51	1.1.2.1.3.3.2	Schedule Team Member Training (As Needed)	Tue 11/15/11	Mon 9/16/13	479 days
52	1.1.2.1.4	**Deliverable 1.2 - Contractor Staff**	Fri 10/7/11	Fri 10/7/11	0 days
53	1.1.2.1.5	**Task 1.3 - Develop and Present Detailed Work Plan**	**Tue 11/1/11**	**Thu 11/17/11**	**12.5 days**
54	1.1.2.1.5.1	**Review Project Initiation Outputs With Team**	**Tue 11/1/11**	**Wed 11/2/11**	**2 days**
55	1.1.2.1.5.1.1	Project Charter	Tue 11/1/11	Wed 11/2/11	2 days
56	1.1.2.1.5.1.2	Contract	Tue 11/1/11	Wed 11/2/11	2 days
57	1.1.2.1.5.1.3	Preliminary Scope Statement	Tue 11/1/11	Wed 11/2/11	2 days
58	1.1.2.1.5.1.4	WBS and WBS Dictionary	Tue 11/1/11	Wed 11/2/11	2 days
59	1.1.2.1.5.1.5	Draft Project Plan	Tue 11/1/11	Wed 11/2/11	2 days
60	1.1.2.1.5.2	**Develop Detailed Work Plan Using MS Project y 2003**	**Thu 11/3/11**	**Thu 11/10/11**	**5.5 days**
61	1.1.2.1.5.2.1	Create Work Breakdown Structure (WBS)	Thu 11/3/11	Wed 11/9/11	5 days
62	1.1.2.1.5.2.2	Confirm/Define Activities / Tasks	Thu 11/3/11	Wed 11/9/11	5 days
63	1.1.2.1.5.2.3	Confirm/Define Sequence Activities	Thu 11/3/11	Wed 11/9/11	5 days
64	1.1.2.1.5.2.4	Estimate Resource Requirements	Thu 11/3/11	Wed 11/9/11	5 days

ID	WBS	Task Name	Start	Finish	Duration
65	1.1.2.1.5.2.5	Confirm/Estimate Activity Durations	Thu 11/3/11	Wed 11/9/11	5 days
66	1.1.2.1.5.2.6	Develop Project Schedule	Thu 11/3/11	Mon 11/7/11	3 days
67	1.1.2.1.5.2.7	Finalize Project Management Plan	Tue 11/8/11	Wed 11/9/11	2 days
68	1.1.2.1.5.2.8	Executive, Project Management Plan Review,	Thu 11/10/11	Thu 11/10/11	0.5 days
69	1.1.2.1.5.3	County Work Plan Review	Thu 11/10/11	Thu 11/17/11	5 days
70	1.1.2.1.6	**Deliverable 1.3 Detailed Work Plan - Key Deliverable**	Thu 11/17/11	Thu 11/17/11	0 days
71	**1.1.2.1.7**	**Kick-Off Meeting and Preparation**	**Tue 11/8/11**	**Thu 11/24/11**	**12 days**
72	1.1.2.1.7.1	Verify Kick-Off Meeting Attendees	Tue 11/8/11	Tue 11/8/11	0.5 days
73	1.1.2.1.7.2	Creation of Kick Off Agenda	Wed 11/9/11	Wed 11/9/11	1 day
74	1.1.2.1.7.3	Prepare Presentation for Project Stakeholders	Thu 11/17/11	Mon 11/21/11	2 days
75	1.1.2.1.7.4	Perform Kick-Off Meeting	Tue 11/22/11	Thu 11/24/11	2 days
76	**1.1.2.2**	**Task 2.0 - Project Status Reports**	**Fri 9/30/11**	**Tue 10/1/13**	**523 days**
77	**1.1.2.2.1**	**Project Management**	**Fri 9/30/11**	**Tue 10/1/13**	**523 days**
78	**1.1.2.2.1.1**	**Distribute Information**	**Fri 9/30/11**	**Tue 10/1/13**	**523 days**
79	1.1.2.2.1.1.1	Chair Project Status Meetings	Fri 9/30/11	Tue 10/1/13	523 days
80	1.1.2.2.1.1.2	Compile Documents and Materials	Fri 9/30/11	Tue 10/1/13	523 days
81	1.1.2.2.1.1.3	Distribute Project Reports	Fri 9/30/11	Tue 10/1/13	523 days
82	1.1.2.2.1.1.4	Communications (e-Mail, etc...)	Fri 9/30/11	Tue 10/1/13	523 days
83	**1.1.2.2.1.2**	**Direct and Manage Execution of Project Tasks**	**Fri 9/30/11**	**Tue 10/1/13**	**523 days**
84	1.1.2.2.1.2.1	Project Team Member Management	Fri 9/30/11	Tue 10/1/13	523 days
85	1.1.2.2.1.2.2	Netsmart Office Team Member Management	Fri 9/30/11	Tue 10/1/13	523 days
86	1.1.2.2.1.2.3	Manage Project Risks	Fri 9/30/11	Tue 10/1/13	523 days
87	1.1.2.2.1.2.4	Implement Approved Preventative Actions	Fri 9/30/11	Tue 10/1/13	523 days
88	**1.1.2.2.1.3**	**Perform Integrated Change Control**	**Fri 10/21/11**	**Tue 10/1/13**	**508 days**
89	1.1.2.2.1.3.1	Execute On-Going Risk Process Meetings (ID, Analysis, Response)	Fri 10/21/11	Tue 10/1/13	508 days
90	1.1.2.2.1.3.2	Perform On-Going Change Control Meetings to Review Scope Change Requests	Fri 10/21/11	Tue 10/1/13	508 days
91	1.1.2.2.1.3.3	Assess Schedule and Cost Analysis	Fri 10/21/11	Tue 10/1/13	508 days
92	1.1.2.2.1.3.4	Implement Approved Change Requests	Fri 10/21/11	Tue 10/1/13	508 days
93	**1.1.2.2.2**	**Weekly Project Meetings**	**Fri 9/30/11**	**Tue 10/1/13**	**523 days**
94	1.1.2.2.2.1	Weekly Project Meetings with County	Fri 9/30/11	Tue 10/1/13	523 days
95	1.1.2.2.2.2	Prepare Project Status Documents	Fri 9/30/11	Tue 10/1/13	523 days
96	**1.1.2.2.3**	**Project Status Reports - Prepare and Update Monthly**	**Fri 9/30/11**	**Tue 9/24/13**	**518 days**
97	1.1.2.2.3.1	Project Status Report Month 1	Fri 9/30/11	Thu 10/27/11	20 days
98	1.1.2.2.3.2	Project Status Report Month 2	Fri 10/28/11	Tue 11/29/11	23 days
99	1.1.2.2.3.3	Project Status Report Month 3	Wed 11/30/11	Wed 12/28/11	21 days
100	1.1.2.2.3.4	Project Status Report Month 4	Thu 12/29/11	Fri 1/27/12	22 days
101	1.1.2.2.3.5	Project Status Report Month 5	Mon 1/30/12	Tue 2/28/12	22 days
102	1.1.2.2.3.6	Project Status Report Month 6	Wed 2/29/12	Tue 3/27/12	20 days
103	1.1.2.2.3.7	Project Status Report Month 7	Wed 3/28/12	Thu 4/26/12	22 days
104	1.1.2.2.3.8	Project Status Report Month 8	Fri 4/27/12	Mon 5/28/12	22 days
105	1.1.2.2.3.9	Project Status Report Month 9	Tue 5/29/12	Tue 6/26/12	21 days
106	1.1.2.2.3.10	Project Status Report Month 10	Wed 6/27/12	Thu 7/26/12	22 days
107	1.1.2.2.3.11	Project Status Report Month 11	Fri 7/27/12	Tue 8/28/12	23 days
108	1.1.2.2.3.12	Project Status Report Month 12	Wed 8/29/12	Wed 9/26/12	21 days
109	1.1.2.2.3.13	Project Status Report Month 13	Thu 9/27/12	Fri 10/26/12	22 days
110	1.1.2.2.3.14	Project Status Report Month 14	Mon 10/29/12	Tue 11/27/12	22 days
111	1.1.2.2.3.15	Project Status Report Month 15	Wed 11/28/12	Wed 12/26/12	21 days
112	1.1.2.2.3.16	Project Status Report Month 16	Thu 12/27/12	Mon 1/28/13	23 days
113	1.1.2.2.3.17	Project Status Report Month 17	Tue 1/29/13	Tue 2/26/13	21 days
114	1.1.2.2.3.18	Project Status Report Month 18	Wed 2/27/13	Wed 3/27/13	21 days
115	1.1.2.2.3.19	Project Status Report Month 19	Thu 3/28/13	Mon 4/29/13	23 days
116	1.1.2.2.3.20	Project Status Report Month 20	Tue 4/30/13	Tue 5/28/13	21 days
117	1.1.2.2.3.21	Project Status Report Month 21	Wed 5/29/13	Thu 6/27/13	22 days
118	1.1.2.2.3.22	Project Status Report Month 22	Fri 6/28/13	Mon 7/29/13	22 days
119	1.1.2.2.3.23	Project Status Report Month 23	Tue 7/30/13	Tue 8/27/13	21 days
120	1.1.2.2.3.24	Project Status Report Month 24	Wed 8/28/13	Tue 9/24/13	20 days
121	**1.1.2.3**	**Deliverable 2.0 - Project Status Reports**	**Thu 10/20/11**	**Tue 10/15/13**	**518 days**
122	1.1.2.3.1	Status Reports and Project Management Time Billed Monthly (until Final Acceptance)	Fri 11/4/11	Tue 10/15/13	508 days
123	**1.1.2.3.2**	**Deliverable 2.0 - Monthly Project Status Reports**	**Thu 10/20/11**	**Tue 10/1/13**	**508 days**
124	1.1.2.3.2.1	Deliverable Project Status Report Month 1	Thu 11/3/11	Thu 11/3/11	0 days
125	1.1.2.3.2.2	Deliverable Project Status Report Month 2	Tue 12/6/11	Tue 12/6/11	0 days
126	1.1.2.3.2.3	Deliverable Project Status Report Month 3	Wed 1/4/12	Wed 1/4/12	0 days
127	1.1.2.3.2.4	Deliverable Project Status Report Month 4	Thu 10/20/11	Thu 10/20/11	0 days
128	1.1.2.3.2.5	Deliverable Project Status Report Month 5	Tue 3/6/12	Tue 3/6/12	0 days
129	1.1.2.3.2.6	Deliverable Project Status Report Month 6	Tue 4/3/12	Tue 4/3/12	0 days

ID	WBS	Task Name	Start	Finish	Duration
130	1.1.2.3.2.7	Deliverable Project Status Report Month 7	Thu 5/3/12	Thu 5/3/12	0 days
131	1.1.2.3.2.8	Deliverable Project Status Report Month 8	Mon 6/4/12	Mon 6/4/12	0 days
132	1.1.2.3.2.9	Deliverable Project Status Report Month 9	Tue 7/3/12	Tue 7/3/12	0 days
133	1.1.2.3.2.10	Deliverable Project Status Report Month 10	Thu 8/2/12	Thu 8/2/12	0 days
134	1.1.2.3.2.11	Deliverable Project Status Report Month 11	Tue 9/4/12	Tue 9/4/12	0 days
135	1.1.2.3.2.12	Deliverable Project Status Report Month 12	Wed 10/3/12	Wed 10/3/12	0 days
136	1.1.2.3.2.13	Deliverable Project Status Report Month 13	Fri 11/2/12	Fri 11/2/12	0 days
137	1.1.2.3.2.14	Deliverable Project Status Report Month 14	Tue 12/4/12	Tue 12/4/12	0 days
138	1.1.2.3.2.15	Deliverable Project Status Report Month 15	Wed 1/2/13	Wed 1/2/13	0 days
139	1.1.2.3.2.16	Deliverable Project Status Report Month 16	Mon 2/4/13	Mon 2/4/13	0 days
140	1.1.2.3.2.17	Deliverable Project Status Report Month 17	Tue 3/5/13	Tue 3/5/13	0 days
141	1.1.2.3.2.18	Deliverable Project Status Report Month 18	Wed 4/3/13	Wed 4/3/13	0 days
142	1.1.2.3.2.19	Deliverable Project Status Report Month 19	Mon 5/6/13	Mon 5/6/13	0 days
143	1.1.2.3.2.20	Deliverable Project Status Report Month 20	Tue 6/4/13	Tue 6/4/13	0 days
144	1.1.2.3.2.21	Deliverable Project Status Report Month 21	Thu 7/4/13	Thu 7/4/13	0 days
145	1.1.2.3.2.22	Deliverable Project Status Report Month 22	Mon 8/5/13	Mon 8/5/13	0 days
146	1.1.2.3.2.23	Deliverable Project Status Report Month 23	Tue 9/3/13	Tue 9/3/13	0 days
147	1.1.2.3.2.24	Deliverable Project Status Report Month 24	Tue 10/1/13	Tue 10/1/13	0 days
148	**1.1.2.4**	**Task 3.0 - Establish Hosting Environment, Deliver and Load Software**	**Wed 10/5/11**	**Mon 10/7/13**	**524 days**
149	**1.1.2.4.1**	**Task 3.1 - Establish Hosting Environment**	**Wed 10/5/11**	**Mon 10/7/13**	**524 days**
150	**1.1.2.4.1.1**	**Request Reimbursement for Data Center Hardware and Software**	**Wed 10/5/11**	**Fri 10/21/11**	**13 days**
151	**1.1.2.4.1.1.1**	**Prepare Hardware and Software Order**	**Wed 10/5/11**	**Fri 10/21/11**	**13 days**
152	1.1.2.4.1.1.1.1	Prepare hardware and software check list in accordance with Schedule D.8	Wed 10/5/11	Tue 10/11/11	5 days
153	1.1.2.4.1.1.1.2	Prepare hardware orders	Wed 10/12/11	Mon 10/17/11	4 days
154	1.1.2.4.1.1.1.3	Prepare software orders	Tue 10/18/11	Wed 10/19/11	2 days
155	1.1.2.4.1.1.1.4	Prepare request for payment for County	Thu 10/20/11	Fri 10/21/11	2 days
156	**1.1.2.4.1.3**	**3.1.1 Prepare Data Center**	**Wed 11/23/11**	**Wed 4/4/12**	**96 days**
157	1.1.2.4.1.3.1	Order hardware and software for primary and secondary data center	Wed 11/23/11	Thu 11/24/11	2 days
158	1.1.2.4.1.3.2	Order Services for primary and secondary data center	Fri 11/25/11	Mon 11/28/11	2 days
159	1.1.2.4.1.3.3	Prepare primary data center	Tue 11/29/11	Mon 12/5/11	5 days
160	1.1.2.4.1.3.4	Prepare secondary data center	Tue 11/29/11	Mon 12/5/11	5 days
161	1.1.2.4.1.3.5	Receive hardware and software (allow 3 1/2 months to receive hardware)	Fri 9/9/11	Thu 3/22/12	10 days
162	1.1.2.4.1.3.6	Prepare certification letter and inventory list for County	Fri 3/23/12	Wed 4/4/12	9 days
163	1.1.2.4.1.4	**Deliverable 3.1.1 Prepare Data Center**	Wed 4/4/12	Wed 4/4/12	0 days
164	**1.1.2.4.1.5**	**3.1.2 Installation of Dedicated Network**	**Fri 4/13/12**	**Tue 5/22/12**	**28 days**
165	1.1.2.4.1.5.1	Install Netsmart Dedicate Network Hardware	Fri 4/13/12	Thu 4/26/12	10 days
166	1.1.2.4.1.5.2	Install Netsmart Communications	Fri 4/27/12	Thu 5/3/12	5 days
167	1.1.2.4.1.5.3	Install County Dedicated Network Hardware	Fri 4/13/12	Thu 5/10/12	20 days
168	1.1.2.4.1.5.4	Install County Communications	Fri 5/11/12	Thu 5/17/12	5 days
169	1.1.2.4.1.5.5	Confirm and verify Dedicated Network	Fri 5/18/12	Mon 5/21/12	2 days
170	1.1.2.4.1.5.6	Prepare written Deliverable 3.1.2	Tue 5/22/12	Tue 5/22/12	1 day
171	1.1.2.4.1.6	**Deliverable 3.1.2 Provide Dedicated Network**	Tue 5/22/12	Tue 5/22/12	0 days
172	**1.1.2.4.1.7**	**3.1.3 Install System Administration Portal**	**Fri 1/13/12**	**Tue 4/24/12**	**73 days**
173	**1.1.2.4.1.7.1**	**Prepare System Administration Portal**	**Fri 1/13/12**	**Thu 4/12/12**	**65 days**
174	1.1.2.4.1.7.1.1	Install Required Portal Hardware and Operating System / Security Software	Fri 1/13/12	Thu 3/29/12	55 days
175	1.1.2.4.1.7.1.2	Verify Required Portal Systems	Fri 3/30/12	Thu 4/12/12	10 days
176	1.1.2.4.1.7.2	Prepare System Administration Portal	Fri 4/13/12	Thu 4/19/12	5 days
177	1.1.2.4.1.7.3	Test System Administration Portal	Fri 4/20/12	Mon 4/23/12	2 days
178	1.1.2.4.1.7.4	Prepare written Deliverable 3.1.3	Tue 4/24/12	Tue 4/24/12	1 day
179	1.1.2.4.1.8	**Deliverable 3.1.3 Provide System Administration Portal**	Tue 4/24/12	Tue 4/24/12	0 days
180	**1.1.2.4.1.9**	**3.1.4 Ready Hosting Environment for Application Software**	**Fri 1/20/12**	**Wed 6/27/12**	**114 days**
181	**1.1.2.4.1.9.1**	**Primary Data Center**	**Fri 1/20/12**	**Fri 5/11/12**	**81 days**
182	1.1.2.4.1.9.1.1	Install Hardware	Fri 1/20/12	Thu 4/12/12	60 days
183	1.1.2.4.1.9.1.2	Install Operating Systems Software	Fri 4/13/12	Thu 4/26/12	10 days
184	1.1.2.4.1.9.1.3	Install Security Software	Fri 4/27/12	Tue 5/8/12	8 days
185	1.1.2.4.1.9.1.4	Install Remaining Non-Application Software	Fri 4/27/12	Fri 5/11/12	11 days
186	**1.1.2.4.1.9.2**	**Secondary Data Center**	**Tue 2/7/12**	**Tue 6/19/12**	**96 days**
187	1.1.2.4.1.9.2.1	Install Hardware	Tue 2/7/12	Mon 5/21/12	75 days
188	1.1.2.4.1.9.2.2	Install Operating Systems Software	Tue 5/22/12	Mon 6/4/12	10 days
189	1.1.2.4.1.9.2.3	Install Security Software	Tue 6/5/12	Thu 6/14/12	8 days
190	1.1.2.4.1.9.2.4	Install Remaining Non-Application Software	Tue 6/5/12	Tue 6/19/12	11 days
191	**1.1.2.4.1.9.3**	**Verify Hosting Environment**	**Tue 5/22/12**	**Mon 6/25/12**	**25 days**
192	1.1.2.4.1.9.3.1	Verify Hardware	Tue 5/22/12	Wed 5/23/12	2 days
193	1.1.2.4.1.9.3.2	Verify Operating System Software	Tue 6/5/12	Wed 6/6/12	2 days
194	1.1.2.4.1.9.3.3	Verify Remaining Non-Application Software	Wed 6/20/12	Fri 6/22/12	3 days

ID	WBS	Task Name	Start	Finish	Duration
195	1.1.2.4.1.9.3.4	Verify Network	Mon 6/25/12	Mon 6/25/12	1 day
196	1.1.2.4.1.9.4	Provide Written Confirmation that the Hardware and Hosting Environment is Complete and ready for Appl. Software	Tue 6/26/12	Wed 6/27/12	2 days
197	1.1.2.4.1.10	**Deliverable 3.1.4 - Confirm Hosting Environment is Established**	Wed 6/27/12	Wed 6/27/12	0 days
198	**1.1.2.4.1.11**	**3.1.5 Monthly Hosting Services**	**Tue 2/7/12**	**Mon 10/7/13**	**434 days**
199	1.1.2.4.1.11.1	Provide Hosting Services Month 4 Invoice	Tue 2/7/12	Tue 2/7/12	0 days
200	1.1.2.4.1.11.2	Provide Hosting Services Month 5 Invoice	Wed 3/7/12	Wed 3/7/12	0 days
201	1.1.2.4.1.11.3	Provide Hosting Services Month 6 Invoice	Fri 4/6/12	Fri 4/6/12	0 days
202	1.1.2.4.1.11.4	Provide Hosting Services Month 7 Invoice	Mon 5/7/12	Mon 5/7/12	0 days
203	1.1.2.4.1.11.5	Provide Hosting Services Month 8 Invoice	Thu 6/7/12	Thu 6/7/12	0 days
204	1.1.2.4.1.11.6	Provide Hosting Services Month 9 Invoice	Fri 7/6/12	Fri 7/6/12	0 days
205	1.1.2.4.1.11.7	Provide Hosting Services Month 10 Invoice	Tue 8/7/12	Tue 8/7/12	0 days
206	1.1.2.4.1.11.8	Provide Hosting Services Month 11 Invoice	Fri 9/7/12	Fri 9/7/12	0 days
207	1.1.2.4.1.11.9	Provide Hosting Services Month 12 Invoice	Fri 10/5/12	Fri 10/5/12	0 days
208	1.1.2.4.1.11.10	Provide Hosting Services Month 13 Invoice	Wed 11/7/12	Wed 11/7/12	0 days
209	1.1.2.4.1.11.11	Provide Hosting Services Month 14 Invoice	Fri 12/7/12	Fri 12/7/12	0 days
210	1.1.2.4.1.11.12	Provide Hosting Services Month 15 Invoice	Fri 1/4/13	Fri 1/4/13	0 days
211	1.1.2.4.1.11.13	Provide Hosting Services Month 16 Invoice	Thu 2/7/13	Thu 2/7/13	0 days
212	1.1.2.4.1.11.14	Provide Hosting Services Month 17 Invoice	Thu 3/7/13	Thu 3/7/13	0 days
213	1.1.2.4.1.11.15	Provide Hosting Services Month 18 Invoice	Fri 4/5/13	Fri 4/5/13	0 days
214	1.1.2.4.1.11.16	Provide Hosting Services Month 19 Invoice	Tue 5/7/13	Tue 5/7/13	0 days
215	1.1.2.4.1.11.17	Provide Hosting Services Month 20 Invoice	Fri 6/7/13	Fri 6/7/13	0 days
216	1.1.2.4.1.11.18	Provide Hosting Services Month 21 Invoice	Fri 7/5/13	Fri 7/5/13	0 days
217	1.1.2.4.1.11.19	Provide Hosting Services Month 22 Invoice	Wed 8/7/13	Wed 8/7/13	0 days
218	1.1.2.4.1.11.20	Provide Hosting Services Month 23 Invoice	Fri 9/6/13	Fri 9/6/13	0 days
219	1.1.2.4.1.11.21	Provide Hosting Services Month 24 Invoice	Mon 10/7/13	Mon 10/7/13	0 days
220	1.1.2.4.1.12	**Deliverable 3.1.5 Provide Monthly Hosting Services**	Tue 2/7/12	Mon 10/7/13	435 days
221	**1.1.2.4.2**	**Task 3.2 - Deliver Application Software and Documentation and Establish Early Project Environment**	**Wed 10/12/11**	**Thu 11/10/11**	**22 days**
222	**1.1.2.4.2.1**	**3.2.1 Install Early Project Development Environment**	**Wed 10/12/11**	**Thu 11/10/11**	**22 days**
223	1.1.2.4.2.1.1	Setup Early Project Environment Hardware	Wed 10/12/11	Tue 10/25/11	10 days
224	1.1.2.4.2.1.2	Setup Early Project Environment Software	Wed 10/26/11	Thu 11/3/11	7 days
225	1.1.2.4.2.1.3	Test and Verify Early Project Environment	Fri 11/4/11	Thu 11/10/11	5 days
226	1.1.2.4.2.2	**Deliverable 3.2.1 - Early Project Development Environment**	Thu 11/10/11	Thu 11/10/11	0 days
227	**1.1.2.4.2.3**	**3.2 Application Software Delivery**	**Fri 10/14/11**	**Tue 10/25/11**	**8 days**
228	1.1.2.4.2.3.1	Build Electronic File of Software and Documentation	Fri 10/14/11	Thu 10/20/11	5 days
229	1.1.2.4.2.3.2	Send CD-Roms (or other electronic file) with Baseline Application Software to Data Centers	Fri 10/21/11	Mon 10/24/11	2 days
230	1.1.2.4.2.3.3	Send CD-Roms (or other eletronic file) with Baseline Appliaction Software Documentation to County	Fri 10/21/11	Mon 10/24/11	2 days
231	1.1.2.4.2.3.4	Provide written certification that all System Components have been delivered (withing 20 days of contract effective date)	Tue 10/25/11	Tue 10/25/11	1 day
232	1.1.2.4.2.4	**Deliverable 3.2- Application Software Delivery**	Thu 11/10/11	Thu 11/10/11	0 days
233	**1.1.2.4.3**	**Task 3.3 - Load Baseline Application Software**	**Thu 9/13/12**	**Thu 10/4/12**	**16 days**
234	**1.1.2.4.3.1**	**Baseline Application Software Installation**	**Thu 9/13/12**	**Thu 10/4/12**	**16 days**
235	**1.1.2.4.3.1.1**	**Load Components on Production Server**	**Thu 9/13/12**	**Fri 9/14/12**	**2 days**
236	1.1.2.4.3.1.1.1	Install RADPlus	Thu 9/13/12	Fri 9/14/12	2 days
237	1.1.2.4.3.1.1.2	Install Database	Thu 9/13/12	Fri 9/14/12	2 days
238	**1.1.2.4.3.1.2**	**Load Components on Back-Up Server**	**Mon 9/17/12**	**Tue 9/18/12**	**2 days**
239	1.1.2.4.3.1.2.1	Install RADPlus	Mon 9/17/12	Tue 9/18/12	2 days
240	1.1.2.4.3.1.2.2	Install Database	Mon 9/17/12	Tue 9/18/12	2 days
241	**1.1.2.4.3.1.3**	**Install IBHIS in Test Environment**	**Wed 9/19/12**	**Mon 9/24/12**	**4 days**
242	1.1.2.4.3.1.3.1	Install Avatar Base System Tools	Wed 9/19/12	Mon 9/24/12	4 days
243	1.1.2.4.3.1.3.2	Install Avatar EHR Modules	Wed 9/19/12	Mon 9/24/12	4 days
244	1.1.2.4.3.1.3.3	Install Avatar Managed Services Organization (MSO)	Wed 9/19/12	Mon 9/24/12	4 days
245	1.1.2.4.3.1.3.4	Install Connect Suite Modules	Wed 9/19/12	Mon 9/24/12	4 days
246	**1.1.2.4.3.1.4**	**Install IBHIS in Training Environment**	**Tue 9/25/12**	**Fri 9/28/12**	**4 days**
247	1.1.2.4.3.1.4.1	Install Avatar Base System Tools	Tue 9/25/12	Fri 9/28/12	4 days
248	1.1.2.4.3.1.4.2	Install Avatar EHR Modules	Tue 9/25/12	Fri 9/28/12	4 days
249	1.1.2.4.3.1.4.3	Install Avatar Managed Services Organization (MSO)	Tue 9/25/12	Fri 9/28/12	4 days
250	1.1.2.4.3.1.4.4	Install Connect Suite Modules	Tue 9/25/12	Fri 9/28/12	4 days
251	**1.1.2.4.3.1.5**	**Install IBHIS in Production Environment**	**Tue 9/25/12**	**Fri 9/28/12**	**4 days**
252	1.1.2.4.3.1.5.1	Install Avatar Base System Tools	Tue 9/25/12	Fri 9/28/12	4 days
253	1.1.2.4.3.1.5.2	Install Avatar EHR Modules	Tue 9/25/12	Fri 9/28/12	4 days
254	1.1.2.4.3.1.5.3	Install Avatar Managed Services Organization (MSO)	Tue 9/25/12	Fri 9/28/12	4 days
255	1.1.2.4.3.1.5.4	Install Connect Suite Modules	Tue 9/25/12	Fri 9/28/12	4 days
256	1.1.2.4.3.1.6	Verify Baseline Application Software Installation	Mon 10/1/12	Tue 10/2/12	2 days
257	1.1.2.4.3.1.7	County Review Baseline Application Software Installation	Wed 10/3/12	Thu 10/4/12	2 days

ID	WBS	Task Name	Start	Finish	Duration
258	1.1.2.4.4	**Deliverable 3.3 - Load Baseline Application Software - Key Deliverable**	Thu 10/4/12	Thu 10/4/12	0 days
259	1.1.2.4.5	**Task 3.4 - Synchronize for Application and Database Replication**	Fri 11/16/12	Mon 1/7/13	37 days
260	1.1.2.4.5.1	Design Replication/Synchronization Architecture	Fri 11/16/12	Thu 11/29/12	10 days
261	1.1.2.4.5.2	County Review of Synchronization Architecture	Fri 11/30/12	Thu 12/6/12	5 days
262	1.1.2.4.5.3	County (Project Manager) Approval of Synchronization Architecture	Thu 12/6/12	Thu 12/6/12	0 days
263	1.1.2.4.5.4	Build Replication Processes	Fri 12/7/12	Mon 1/7/13	22 days
264	1.1.2.4.5.5	Test Replication Processes	Fri 12/7/12	Mon 1/7/13	22 days
265	1.1.2.4.5.6	Certify That System Recovery is Operational	Fri 12/7/12	Mon 1/7/13	22 days
266	1.1.2.4.5.7	Document Procedures and Develop Processes for Validation	Fri 12/7/12	Mon 1/7/13	22 days
267	1.1.2.4.6	**Deliverable 3.4 - Synchronize for Application and Database Replication - Key Deliverable**	Mon 1/7/13	Mon 1/7/13	0 days
268	1.1.2.5	**Task 4.0 - System Training**	Mon 10/24/11	Mon 1/21/13	325 days
269	1.1.2.5.1	**Task 4.1 - Develop Training Plan**	Mon 10/24/11	Wed 6/20/12	172 days
270	1.1.2.5.1.1	**Develop Training Plan Sections**	Mon 10/24/11	Wed 6/6/12	162 days
271	1.1.2.5.1.1.1	Develop System Administration Training Plan	Mon 10/24/11	Thu 10/27/11	3 days
272	1.1.2.5.1.1.2	Develop Database Administration Training Plan	Thu 10/27/11	Tue 11/1/11	3 days
273	1.1.2.5.1.1.3	Develop Interface Development Training Plan	Thu 1/5/12	Mon 1/16/12	7 days
274	1.1.2.5.1.1.4	Develop Report Training Plan	Wed 5/30/12	Wed 6/6/12	5 days
275	1.1.2.5.1.1.5	Develop Application Software Configuration Start Training Plan	Fri 11/18/11	Fri 11/25/11	5 days
276	1.1.2.5.1.1.6	Develop Application Trainer Training Plan	Mon 10/24/11	Mon 11/7/11	10 days
277	1.1.2.5.1.2	**County Plan Review**	Wed 6/6/12	Wed 6/20/12	10 days
278	1.1.2.5.1.2.1	Provide Written Confirmation to County that Plan is Complete	Wed 6/6/12	Wed 6/6/12	0 days
279	1.1.2.5.1.2.2	County Reviews Training Plan	Wed 6/6/12	Wed 6/20/12	10 days
280	1.1.2.5.2	**Deliverable 4.1 - Training Plan**	Wed 6/20/12	Wed 6/20/12	0 days
281	1.1.2.5.3	**Task 4.2 - Conduct Training**	Thu 11/24/11	Mon 1/21/13	302 days
282	1.1.2.5.3.1	**Conduct System Administration Training (Removed)**	Mon 11/28/11	Thu 8/16/12	188 days
283	1.1.2.5.3.1.1	Classroom - System Administration Training	Mon 11/28/11	Mon 11/28/11	0 days
284	1.1.2.5.3.1.2	On-The-Job Training - Conversion Execution	Thu 8/16/12	Thu 8/16/12	0 days
285	1.1.2.5.3.2	**Conduct Database Administration Training (Removed)**	Mon 1/7/13	Mon 1/7/13	0 days
286	1.1.2.5.3.2.1	Classroom - Database Administration Training	Mon 1/7/13	Mon 1/7/13	0 days
287	1.1.2.5.3.3	**Conduct Interface Development Training**	Tue 1/24/12	Fri 2/3/12	8 days
288	1.1.2.5.3.3.1	Classroom - XML Data Import Training	Tue 1/24/12	Fri 1/27/12	3 days
289	1.1.2.5.3.3.2	Classroom - Web Services Module Training	Fri 1/27/12	Fri 2/3/12	5 days
290	1.1.2.5.3.4	**Conduct Report/Query Writer Training**	Wed 6/6/12	Wed 6/13/12	5 days
291	1.1.2.5.3.4.1	Classroom - Crystal Reports Training and Avatar Data Dictionary	Wed 6/6/12	Wed 6/13/12	5 days
292	1.1.2.5.3.5	**Application Configuration Training**	Thu 11/24/11	Tue 8/28/12	198 days
293	1.1.2.5.3.5.1	**Avatar Project Team Training**	Thu 11/24/11	Wed 12/28/11	24 days
294	1.1.2.5.3.5.1.1	**Avatar Base System Tools Project Team Training**	Thu 11/24/11	Thu 12/8/11	10 days
295	1.1.2.5.3.5.1.1.1	Class 1 - 12 Students	Thu 11/24/11	Thu 12/1/11	5 days
296	1.1.2.5.3.5.1.1.2	Class 2 - 10 Students	Thu 12/1/11	Thu 12/8/11	5 days
297	1.1.2.5.3.5.1.2	**Avatar EHR Project Team Training**	Thu 11/24/11	Thu 12/22/11	20 days
298	1.1.2.5.3.5.1.2.1	Class 1 - 10 Students	Thu 11/24/11	Thu 12/8/11	10 days
299	1.1.2.5.3.5.1.2.2	Class 2 - 10 Students	Thu 12/8/11	Thu 12/22/11	10 days
300	1.1.2.5.3.5.1.3	**Avatar MSO Project Team Training**	Thu 11/24/11	Fri 12/16/11	16 days
301	1.1.2.5.3.5.1.3.1	Class 1 - 10 Students	Thu 11/24/11	Tue 12/6/11	8 days
302	1.1.2.5.3.5.1.3.2	Class 2 - 10 Students	Tue 12/6/11	Fri 12/16/11	8 days
303	1.1.2.5.3.5.1.4	**Connect Suite Project Team Training**	Thu 12/22/11	Wed 12/28/11	4 days
304	1.1.2.5.3.5.1.4.1	Class 1 - 10 Students	Thu 12/22/11	Mon 12/26/11	2 days
305	1.1.2.5.3.5.1.4.2	Class 2 - 10 Students	Mon 12/26/11	Wed 12/28/11	2 days
306	1.1.2.5.3.5.2	**Avatar Base System Start Training**	Mon 7/23/12	Tue 8/28/12	25 days
307	1.1.2.5.3.5.2.1	**Avatar Base System Training**	Mon 7/23/12	Mon 7/30/12	5 days
308	1.1.2.5.3.5.2.1.1	Class 1 - 10 Students	Mon 7/23/12	Mon 7/30/12	5 days
309	1.1.2.5.3.5.2.2	**Avatar EHR Start Training**	Mon 7/23/12	Tue 8/14/12	16 days
310	1.1.2.5.3.5.2.2.1	Class 1 - 10 Students	Mon 7/23/12	Thu 8/2/12	8 days
311	1.1.2.5.3.5.2.2.2	Class 2 - 10 Students	Thu 8/2/12	Tue 8/14/12	8 days
312	1.1.2.5.3.5.2.3	**Avatar MSO Start Training**	Tue 8/14/12	Fri 8/24/12	8 days
313	1.1.2.5.3.5.2.3.1	Class 1 - 10 Students	Tue 8/14/12	Mon 8/20/12	4 days
314	1.1.2.5.3.5.2.3.2	Class 2 - 10 Students	Mon 8/20/12	Fri 8/24/12	4 days
315	1.1.2.5.3.5.2.4	**Connect Suite Module Start Training**	Fri 8/24/12	Tue 8/28/12	2 days
316	1.1.2.5.3.5.2.4.1	Class 1 - 10 Students	Fri 8/24/12	Mon 8/27/12	1 day
317	1.1.2.5.3.5.2.4.2	Class 1 - 10 Students	Mon 8/27/12	Tue 8/28/12	1 day
318	1.1.2.5.3.6	**Application Trainer Training**	Wed 12/26/12	Mon 1/21/13	18 days
319	1.1.2.5.3.6.1	**Avatar EHR Trainer Training**	Wed 12/26/12	Tue 1/1/13	4 days
320	1.1.2.5.3.6.1.1	Class 1 - 10 Students	Wed 12/26/12	Tue 1/1/13	4 days
321	1.1.2.5.3.6.1.2	Class 2 - 10 Students	Wed 12/26/12	Tue 1/1/13	4 days

ID	WBS	Task Name	Start	Finish	Duration
322	1.1.2.5.3.6.1.3	Class 3 - 7 Students	Wed 12/26/12	Tue 1/1/13	4 days
323	**1.1.2.5.3.6.2**	**Avatar CWS Module Trainer Training**	**Tue 1/1/13**	**Fri 1/4/13**	**3 days**
324	1.1.2.5.3.6.2.1	Class 1 - 10 Students	Tue 1/1/13	Fri 1/4/13	3 days
325	1.1.2.5.3.6.2.2	Class 2 - 10 Students	Tue 1/1/13	Fri 1/4/13	3 days
326	1.1.2.5.3.8.2.3	Class 3 - 7 Students	Tue 1/1/13	Fri 1/4/13	3 days
327	**1.1.2.5.3.6.3**	**Avatar ERS Module Trainer Training**	**Fri 1/4/13**	**Mon 1/7/13**	**1 day**
328	1.1.2.5.3.6.3.1	Class 1 - 10 Students	Fri 1/4/13	Mon 1/7/13	1 day
329	1.1.2.5.3.6.3.2	Class 2 - 10 Students	Fri 1/4/13	Mon 1/7/13	1 day
330	1.1.2.5.3.6.3.3	Class 3 - 7 Students	Fri 1/4/13	Mon 1/7/13	1 day
331	**1.1.2.5.3.6.4**	**Avatar Document Imaging Trainer Training**	**Mon 1/7/13**	**Tue 1/8/13**	**1 day**
332	1.1.2.5.3.6.4.1	Class 1 - 10 Students	Mon 1/7/13	Tue 1/8/13	1 day
333	1.1.2.5.3.6.4.2	Class 2 - 10 Students	Mon 1/7/13	Tue 1/8/13	1 day
334	1.1.2.5.3.6.4.3	Class 3 - 7 Students	Mon 1/7/13	Tue 1/8/13	1 day
335	**1.1.2.5.3.6.5**	**Avatar MSO Trainer Training**	**Tue 1/8/13**	**Fri 1/11/13**	**3 days**
336	1.1.2.5.3.6.5.1	Class 1 - 10 Students	Tue 1/8/13	Fri 1/11/13	3 days
337	1.1.2.5.3.6.5.2	Class 2 - 10 Students	Tue 1/8/13	Fri 1/11/13	3 days
338	1.1.2.5.3.6.5.3	Class 3 - 7 Students	Tue 1/8/13	Fri 1/11/13	3 days
339	**1.1.2.5.3.6.6**	**ConsumerConnect Module Trainer Training**	**Fri 1/11/13**	**Wed 1/16/13**	**3 days**
340	1.1.2.5.3.6.6.1	Class 1 - 10 Students	Fri 1/11/13	Wed 1/16/13	3 days
341	1.1.2.5.3.6.6.2	Class 2 - 10 Students	Fri 1/11/13	Wed 1/16/13	3 days
342	1.1.2.5.3.6.6.3	Class 3 - 7 Students	Fri 1/11/13	Wed 1/16/13	3 days
343	**1.1.2.5.3.6.7**	**ProviderConnect Module Trainer Training**	**Wed 1/16/13**	**Thu 1/17/13**	**1 day**
344	1.1.2.5.3.6.7.1	Class 1 - 10 Students	Wed 1/16/13	Thu 1/17/13	1 day
345	1.1.2.5.3.6.7.2	Class 2 - 10 Students	Wed 1/16/13	Thu 1/17/13	1 day
346	1.1.2.5.3.6.7.3	Class 3 - 7 Students	Wed 1/16/13	Thu 1/17/13	1 day
347	**1.1.2.5.3.6.8**	**MobileConnect Module Trainer Training**	**Thu 1/17/13**	**Fri 1/18/13**	**1 day**
348	1.1.2.5.3.6.8.1	Class 1 - 10 Students	Thu 1/17/13	Fri 1/18/13	1 day
349	1.1.2.5.3.6.8.2	Class 2 - 10 Students	Thu 1/17/13	Fri 1/18/13	1 day
350	1.1.2.5.3.6.8.3	Class 3 - 7 Students	Thu 1/17/13	Fri 1/18/13	1 day
351	**1.1.2.5.3.6.9**	**Avatar e-Courses Trainer Training**	**Fri 1/18/13**	**Mon 1/21/13**	**1 day**
352	1.1.2.5.3.6.9.1	Class 1 - 10 Students	Fri 1/18/13	Mon 1/21/13	1 day
353	1.1.2.5.3.6.9.2	Class 2 - 10 Students	Fri 1/18/13	Mon 1/21/13	1 day
354	1.1.2.5.3.6.9.3	Class 3 - 7 Students	Fri 1/18/13	Mon 1/21/13	1 day
355	1.1.2.5.4	**Deliverable 4.2 - Training - Key Deliverable**	Mon 1/21/13	Mon 1/21/13	0 days
356	**1.1.2.5.5**	**Task 4.3 - Training Materials and Documentation**	**Tue 11/1/11**	**Wed 12/26/12**	**301 days**
357	**1.1.2.5.5.1**	**Provide System Administration Training Materials and Documentation**	**Tue 11/1/11**	**Mon 11/14/11**	**9 days**
358	1.1.2.5.5.1.1	Develop Training Materials and Documentation - System Administration	Tue 11/1/11	Fri 11/11/11	8 days
359	1.1.2.5.5.1.2	Materials and Documentation Printing and Packaging	Fri 11/11/11	Mon 11/14/11	1 day
360	**1.1.2.5.5.2**	**Provide Database Administration Training Materials and Documentation**	**Mon 11/14/11**	**Mon 11/28/11**	**10 days**
361	1.1.2.5.5.2.1	Develop Training Materials and Documentation - Database Administration	Mon 11/14/11	Thu 11/24/11	8 days
362	1.1.2.5.5.2.2	Materials and Documentation Printing and Packaging	Thu 11/24/11	Mon 11/28/11	2 days
363	**1.1.2.5.5.3**	**Provide Interface Development Training Materials and Documentation**	**Thu 1/5/12**	**Tue 1/24/12**	**13 days**
364	1.1.2.5.5.3.1	Develop Training Materials and Documentation - Interface Development	Thu 1/5/12	Tue 1/17/12	8 days
365	1.1.2.5.5.3.2	Materials and Documentation Printing and Packaging	Tue 1/17/12	Thu 1/19/12	2 days
366	1.1.2.5.5.3.3	Materially contribute to the development of User training materials	Thu 1/19/12	Tue 1/24/12	3 days
367	**1.1.2.5.5.4**	**Provide Report/Query Writer Training Materials and Documentation**	**Tue 1/24/12**	**Fri 2/10/12**	**13 days**
368	1.1.2.5.5.4.1	Develop Training Materials and Documentation - Report/Query Writer	Tue 1/24/12	Fri 2/3/12	8 days
369	1.1.2.5.5.4.2	Materials and Documentation Printing and Packaging	Fri 2/3/12	Tue 2/7/12	2 days
370	1.1.2.5.5.4.3	Materially contribute to the development of User training materials	Tue 2/7/12	Fri 2/10/12	3 days
371	**1.1.2.5.5.5**	**Provide Application Software Configuration (Start) Training Materials and Documentation**	**Mon 11/28/11**	**Thu 1/5/12**	**28 days**
372	1.1.2.5.5.5.1	Develop Training Materials and Documentation - Application Software Configuration	Mon 11/28/11	Mon 12/26/11	20 days
373	1.1.2.5.5.5.2	Materials and Documentation Printing and Packaging	Mon 12/26/11	Mon 1/2/12	5 days
374	1.1.2.5.5.5.3	Materially contribute to the development of User training materials	Mon 1/2/12	Thu 1/5/12	3 days
375	**1.1.2.5.5.6**	**Provide Application Trainer Training Materials and Documentation**	**Fri 8/3/12**	**Wed 12/26/12**	**103 days**
376	1.1.2.5.5.6.1	Develop Training Materials and Documentation - Trainer Training Materials	Fri 8/3/12	Fri 12/7/12	90 days
377	1.1.2.5.5.6.2	Materials and Documentation Printing and Packaging	Fri 12/7/12	Fri 12/21/12	10 days
378	1.1.2.5.5.6.3	Materially contribute to the development of User training materials	Fri 12/21/12	Wed 12/26/12	3 days
379	1.1.2.5.6	**Deliverable 4.3 - Training Materials**	Wed 12/26/12	Wed 12/26/12	0 days
380	**1.1.2.6**	**Task 5.0 - Configure System**	**Thu 11/17/11**	**Wed 5/29/13**	**399 days**
381	**1.1.2.6.1**	**LA County Program Workflow and Business Process Review**	**Wed 12/28/11**	**Fri 8/3/12**	**157 days**
382	1.1.2.6.1.1	Netsmart Solution Overview and Demonstration (Pre-Requirements first look)	Wed 12/28/11	Fri 12/30/11	2 days
383	**1.1.2.6.1.2**	**Requirements Review**	**Fri 12/30/11**	**Wed 2/1/12**	**23 days**
384	**1.1.2.6.1.2.1**	**Functional Requirements**	**Fri 12/30/11**	**Fri 1/27/12**	**20 days**
385	1.1.2.6.1.2.1.1	D.1.1 Referral-In:	Fri 12/30/11	Fri 1/6/12	5 days

ID	WBS	Task Name	Start	Finish	Duration
386	1.1.2.6.1.2.1.2	D.1.2 Screening	Fri 12/30/11	Fri 1/6/12	5 days
387	1.1.2.6.1.2.1.3	D.1.3 Authorization	Fri 1/20/12	Fri 1/27/12	5 days
388	1.1.2.6.1.2.1.4	D.1.4 Intake	Fri 12/30/11	Fri 1/6/12	5 days
389	1.1.2.6.1.2.1.5	D.1.5 Service Delivery	Fri 12/30/11	Fri 1/6/12	5 days
390	1.1.2.6.1.2.1.6	D.1.6 Billing	Fri 12/30/11	Fri 1/6/12	5 days
391	1.1.2.6.1.2.1.7	D.1.7 Closure	Fri 12/30/11	Fri 1/6/12	5 days
392	1.1.2.6.1.2.1.8	D.1.8 Claims	Fri 1/20/12	Fri 1/27/12	5 days
393	1.1.2.6.1.2.1.9	D.1.9 Portals	Fri 1/20/12	Fri 1/27/12	5 days
394	**1.1.2.6.1.2.2**	**Technical Requirements**	**Fri 12/30/11**	**Fri 1/20/12**	**15 days**
395	1.1.2.6.1.2.2.1	D.2.1 System Architecture	Fri 12/30/11	Fri 1/6/12	5 days
396	1.1.2.6.1.2.2.2	D.2.2 Database	Fri 12/30/11	Fri 1/6/12	5 days
397	1.1.2.6.1.2.2.3	D.2.3 Reporting	Fri 12/30/11	Fri 1/6/12	5 days
398	1.1.2.6.1.2.2.4	D.2.4 Security	Fri 12/30/11	Fri 1/6/12	5 days
399	1.1.2.6.1.2.2.5	D.2.5 EDI	Fri 12/30/11	Fri 1/6/12	5 days
400	1.1.2.6.1.2.2.6	D.2.6 Ease of Use	Fri 12/30/11	Fri 1/6/12	5 days
401	1.1.2.6.1.2.2.7	D.2.7 System Reliability	Fri 12/30/11	Fri 1/6/12	5 days
402	1.1.2.6.1.2.2.8	D.2.8 Production Control	Fri 12/30/11	Fri 1/6/12	5 days
403	1.1.2.6.1.2.2.9	D.2.9 Other Environments	Fri 12/30/11	Fri 1/6/12	5 days
404	1.1.2.6.1.2.2.10	D.2.10 System Standards	Fri 12/30/11	Fri 1/6/12	5 days
405	1.1.2.6.1.2.2.11	D.2.11 Interfaces	Fri 12/30/11	Fri 1/20/12	15 days
406	1.1.2.6.1.2.3	Requirements Tracability Matrix (RTM) Draft	Fri 1/27/12	Wed 2/1/12	3 days
407	**1.1.2.6.1.3**	**GAP Analysis**	**Wed 2/8/12**	**Fri 3/16/12**	**27 days**
408	**1.1.2.6.1.3.1**	**Avatar EHR Modules**	**Wed 2/8/12**	**Fri 3/2/12**	**17 days**
409	1.1.2.6.1.3.1.1	Avatar Cal-PM GAP	Wed 2/8/12	Wed 2/15/12	5 days
410	1.1.2.6.1.3.1.2	Avatar CWS GAP	Wed 2/15/12	Wed 2/22/12	5 days
411	1.1.2.6.1.3.1.3	Avatar OE GAP	Wed 2/15/12	Wed 2/22/12	5 days
412	1.1.2.6.1.3.1.4	Avatar Other Modules GAP	Wed 2/22/12	Fri 2/24/12	2 days
413	1.1.2.6.1.3.1.5	Update Requirements Tracability Matrix (RTM)	Fri 2/24/12	Fri 3/2/12	5 days
414	**1.1.2.6.1.3.2**	**Avatar MSO Modules**	**Wed 2/15/12**	**Fri 3/2/12**	**12 days**
415	1.1.2.6.1.3.2.1	Avatar MSO GAP	Wed 2/15/12	Tue 2/21/12	4 days
416	1.1.2.6.1.3.2.2	Update Requirements Tracability Matrix (RTM)	Fri 2/24/12	Fri 3/2/12	5 days
417	**1.1.2.6.1.3.3**	**Connect Suite Modules**	**Fri 3/2/12**	**Thu 3/8/12**	**4 days**
418	1.1.2.6.1.3.3.1	MobileConnect GAP	Fri 3/2/12	Tue 3/6/12	2 days
419	1.1.2.6.1.3.3.2	ProviderConnect GAP	Fri 3/2/12	Tue 3/6/12	2 days
420	1.1.2.6.1.3.3.3	ConsumerConnect GAP	Fri 3/2/12	Tue 3/6/12	2 days
421	1.1.2.6.1.3.3.4	Update Requirements Tracability Matrix (RTM)	Tue 3/6/12	Thu 3/8/12	2 days
422	**1.1.2.6.1.3.4**	**Avatar Base System & Tools**	**Wed 2/8/12**	**Thu 3/8/12**	**21 days**
423	1.1.2.6.1.3.4.1	Avatar Base System & Tools GAP	Wed 2/8/12	Tue 3/6/12	19 days
424	1.1.2.6.1.3.4.2	Update Requirements Tracability Matrix (RTM)	Tue 3/6/12	Thu 3/8/12	2 days
425	**1.1.2.6.1.3.5**	**Finalize Requirements Traceability Matrix (RTM)**	**Thu 3/8/12**	**Fri 3/16/12**	**6 days**
426	1.1.2.6.1.3.5.1	Internal RTM Review	Thu 3/8/12	Fri 3/9/12	1 day
427	1.1.2.6.1.3.5.2	LA County Review	Fri 3/9/12	Fri 3/16/12	5 days
428	1.1.2.6.1.3.6	Requirements Traceability Matrix County Approval	Fri 3/16/12	Fri 3/16/12	0 days
429	**1.1.2.6.1.4**	**LA County Ongoing Analysis and Consultation**	**Fri 3/16/12**	**Fri 8/3/12**	**100 days**
430	1.1.2.6.1.4.1	Practice Management File Build Consultation	Fri 3/16/12	Fri 8/3/12	100 days
431	1.1.2.6.1.4.2	Clinical File Build Consultation	Fri 3/16/12	Fri 8/3/12	100 days
432	1.1.2.6.1.4.3	Managed Services File Build Consultation	Fri 3/16/12	Fri 8/3/12	100 days
433	1.1.2.6.1.4.4	Document Collection and Archiving Analysis and Consultation	Fri 3/16/12	Fri 7/6/12	80 days
434	1.1.2.6.1.4.5	Staff General Assistance and Consultation	Fri 6/1/12	Fri 8/3/12	45 days
435	**1.1.2.6.2**	**Data Collection and Review**	**Thu 11/17/11**	**Fri 6/22/12**	**156 days**
436	1.1.2.6.2.1	Assessment Form Collection and Consolidation	Thu 11/17/11	Mon 1/2/12	32 days
437	**1.1.2.6.2.2**	**Avatar EHR Items**	**Fri 2/24/12**	**Fri 4/27/12**	**45 days**
438	**1.1.2.6.2.2.1**	**Avatar CalPM Items**	**Fri 2/24/12**	**Fri 4/20/12**	**40 days**
439	**1.1.2.6.2.2.1.1**	**Dictionaries**	**Fri 2/24/12**	**Fri 3/23/12**	**20 days**
440	**1.1.2.6.2.2.1.1.1**	**Client File Elements**	**Fri 2/24/12**	**Fri 3/23/12**	**20 days**
441	1.1.2.6.2.2.1.1.1.1	Treatment Service Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
442	1.1.2.6.2.2.1.1.1.2	RRG Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
443	1.1.2.6.2.2.1.1.1.3	Insurance Charge Category Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
444	1.1.2.6.2.2.1.1.1.4	Client Address County Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
445	1.1.2.6.2.2.1.1.1.5	Location Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
446	**1.1.2.6.2.2.1.1.2**	**Other Tabled File Elements**	**Fri 2/24/12**	**Fri 3/23/12**	**20 days**
447	1.1.2.6.2.2.1.1.2.1	Group Codes Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
448	**1.1.2.6.2.2.1.1.3**	**Staff File Elements**	**Fri 2/24/12**	**Fri 3/23/12**	**20 days**
449	1.1.2.6.2.2.1.1.3.1	Discipline Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
450	1.1.2.6.2.2.1.1.3.2	Staff Category Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days

ID	WBS	Task Name	Start	Finish	Duration
451	1.1.2.6.2.2.1.1.3.3	Provider Categories for Coverage Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
452	**1.1.2.6.2.2.1.1.4**	**Referral File Elements**	**Fri 2/24/12**	**Fri 3/23/12**	**20 days**
453	1.1.2.6.2.2.1.1.4.1	Specialty Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
454	1.1.2.6.2.2.1.1.4.2	Referral Source Class Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
455	1.1.2.6.2.2.1.1.4.3	Source Category Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
456	**1.1.2.6.2.2.1.2**	**Tables**	**Fri 3/23/12**	**Fri 4/20/12**	**20 days**
457	1.1.2.6.2.2.1.2.1	Service Code Collection Sheet/Upload File	Fri 3/23/12	Fri 4/20/12	20 days
458	1.1.2.6.2.2.1.2.2	Service Code Cross Reference Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
459	1.1.2.6.2.2.1.2.3	Service Fee Data Collection Sheet	Fri 3/23/12	Fri 4/20/12	20 days
460	1.1.2.6.2.2.1.2.4	Guarantor Data Collection Sheet for Each Guarantor (25)	Fri 3/23/12	Fri 4/20/12	20 days
461	1.1.2.6.2.2.1.2.5	Benefit Plan Data Collection Sheets for each Plan.	Fri 3/23/12	Fri 4/20/12	20 days
462	1.1.2.6.2.2.1.2.6	Program Data Collection Sheets.	Fri 3/23/12	Fri 4/20/12	20 days
463	1.1.2.6.2.2.1.2.7	Payment/Adjustment Code Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
464	1.1.2.6.2.2.1.2.8	Facility Defaults Data Collection Sheet	Fri 3/23/12	Fri 4/20/12	20 days
465	1.1.2.6.2.2.1.2.9	Referral Source Data Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
466	1.1.2.6.2.2.1.2.10	Practitioner Enrollment Data Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
467	1.1.2.6.2.2.1.2.11	Guarantor/Program Billing Defaults Data Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
468	1.1.2.6.2.2.1.2.12	CA MediCal Program Billing Defaults Data Collection Sheet	Fri 3/23/12	Fri 4/20/12	20 days
469	1.1.2.6.2.2.1.2.13	Practitioner Numbers by Guarantor Data Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
470	1.1.2.6.2.2.1.2.14	Appt Scheduling Site Registration Data Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
471	1.1.2.6.2.2.1.2.15	Appt Scheduling Group Registration Data Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
472	1.1.2.6.2.2.1.2.16	Appt Scheduling Staff Schedules Data Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
473	**1.1.2.6.2.2.1.3**	**Facility Information Collection**	**Fri 2/24/12**	**Fri 3/23/12**	**20 days**
474	1.1.2.6.2.2.1.3.1	Gather Facility Information	Fri 2/24/12	Fri 3/23/12	20 days
475	**1.1.2.6.2.2.2**	**Avatar CWS Items**	**Wed 3/7/12**	**Fri 4/27/12**	**37 days**
476	**1.1.2.6.2.2.2.1**	**Treatment Plan File Build**	**Wed 3/7/12**	**Wed 4/4/12**	**20 days**
477	1.1.2.6.2.2.2.1.1	Gather, Review, Define Problems	Wed 3/7/12	Wed 4/4/12	20 days
478	1.1.2.6.2.2.2.1.2	Gather, Review, Define Problem Definitions	Wed 3/7/12	Wed 4/4/12	20 days
479	1.1.2.6.2.2.2.1.3	Gather, Review, Define Goals	Wed 3/7/12	Wed 4/4/12	20 days
480	1.1.2.6.2.2.2.1.4	Gather, Review, Define Objectives	Wed 3/7/12	Wed 4/4/12	20 days
481	1.1.2.6.2.2.2.1.5	Gather, Review, Define Interventions	Wed 3/7/12	Wed 4/4/12	20 days
482	1.1.2.6.2.2.2.1.6	Gather, Review, Define Staff Role in Treatment Planner	Wed 3/7/12	Wed 4/4/12	20 days
483	1.1.2.6.2.2.2.1.7	Gather, Review, Define Current Goals Status	Wed 3/7/12	Wed 4/4/12	20 days
484	1.1.2.6.2.2.2.1.8	Gather, Review, Define Objective Type	Wed 3/7/12	Wed 4/4/12	20 days
485	**1.1.2.6.2.2.2.2**	**Progress Note File Build**	**Wed 3/28/12**	**Wed 4/11/12**	**10 days**
486	1.1.2.6.2.2.2.2.1	Gather, Review, Define Note Type Dictionary	Wed 3/28/12	Wed 4/11/12	10 days
487	1.1.2.6.2.2.2.3	CWS File Build	Wed 4/11/12	Fri 4/27/12	12 days
488	**1.1.2.6.2.2.3**	**Avatar OE Items**	**Wed 3/7/12**	**Wed 3/21/12**	**10 days**
489	1.1.2.6.2.2.3.1	Complete Avatar OE Document	Wed 3/7/12	Wed 3/21/12	10 days
490	**1.1.2.6.2.3**	**Avatar MSO Items**	**Fri 3/2/12**	**Fri 5/11/12**	**50 days**
491	**1.1.2.6.2.3.1**	**Dictionaries**	**Fri 3/2/12**	**Fri 3/30/12**	**20 days**
492	**1.1.2.6.2.3.1.1**	**Member File Elements**	**Fri 3/2/12**	**Fri 3/30/12**	**20 days**
493	1.1.2.6.2.3.1.1.1	Member County Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
494	1.1.2.6.2.3.1.1.2	Member Language Data Collection Sheets(Optional)	Fri 3/2/12	Fri 3/30/12	20 days
495	1.1.2.6.2.3.1.1.3	Reason For Termination Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
496	1.1.2.6.2.3.1.1.4	Authorized Level of Care Data Collection Sheets(Single Choice = NA)	Fri 3/2/12	Fri 3/30/12	20 days
497	1.1.2.6.2.3.1.1.5	Letter Type Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
498	1.1.2.6.2.3.1.1.6	Current Authorization Status Reason Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
499	1.1.2.6.2.3.1.1.7	Primary Level Of Care Data Collection Sheets (Care Manager Assignment) (e.g. Screening, Level Ii, Level Iii, Outpatient, Case Management, etc.) or (e.g. MH Level 1, MH Level 2, SA Level 1, SA Level 2, etc.)	Fri 3/2/12	Fri 3/30/12	20 days
500	**1.1.2.6.2.3.1.2**	**Provider File Elements**	**Fri 3/2/12**	**Fri 3/30/12**	**20 days**
501	1.1.2.6.2.3.1.2.1	Specialties Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
502	1.1.2.6.2.3.1.2.2	Type Of Contact Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
503	1.1.2.6.2.3.1.2.3	Special Accommodations Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
504	1.1.2.6.2.3.1.2.4	Performing Provider's Age Group Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
505	1.1.2.6.2.3.1.2.5	Reason for Termination Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
506	1.1.2.6.2.3.1.2.6	Performing Provider's License Type Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
507	1.1.2.6.2.3.1.2.7	Treatment Age Group Specialties Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
508	1.1.2.6.2.3.1.2.8	Hospital Privileges Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
509	1.1.2.6.2.3.1.2.9	Other Languages Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
510	**1.1.2.6.2.3.1.3**	**Funding Source File Elements**	**Fri 3/2/12**	**Fri 3/30/12**	**20 days**
511	1.1.2.6.2.3.1.3.1	Funding Source Type Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
512	**1.1.2.6.2.3.1.4**	**Batch Claim Processing File Elements**	**Fri 3/2/12**	**Fri 3/30/12**	**20 days**
513	1.1.2.6.2.3.1.4.1	Claim Status Reason Data Collection Sheets (e.g. Approved but units decreased due to daily/weekly/monthly limits)	Fri 3/2/12	Fri 3/30/12	20 days

ID	WBS	Task Name	Start	Finish	Duration
514	**1.1.2.6.2.3.1.5**	**RADplus User File Elements**	**Fri 3/2/12**	**Fri 3/30/12**	**20 days**
515	1.1.2.6.2.3.1.5.1	Position Class Data Collection Sheets (e.g. Care Manager, Claims Adjudication, IT, Admin, etc.)	Fri 3/2/12	Fri 3/30/12	20 days
516	**1.1.2.6.2.3.2**	**Tables**	**Fri 3/30/12**	**Fri 5/11/12**	**30 days**
517	1.1.2.6.2.3.2.1	CPT Code Definition Data Collection Sheets	Fri 3/30/12	Fri 5/11/12	30 days
518	1.1.2.6.2.3.2.2	Authorization Group Data Collection Sheets	Fri 3/30/12	Fri 5/11/12	30 days
519	1.1.2.6.2.3.2.3	Approve/Pend/Deny Rules Data Collection Sheets (per Funding Source)	Fri 3/30/12	Fri 5/11/12	30 days
520	1.1.2.6.2.3.2.4	Contracting Providers Data Collection Sheets	Fri 3/30/12	Fri 5/11/12	30 days
521	1.1.2.6.2.3.2.5	Performing Providers Data Collection Sheets (for each Contracting Provider)	Fri 3/30/12	Fri 5/11/12	30 days
522	1.1.2.6.2.3.2.6	Funding Source Registration Data Collection Sheets	Fri 3/30/12	Fri 5/11/12	30 days
523	1.1.2.6.2.3.2.7	Plan Definition Data Collection Sheets	Fri 3/30/12	Fri 5/11/12	30 days
524	1.1.2.6.2.3.2.8	Establish MSO to Parent System Integration Mapping	Fri 3/30/12	Fri 5/11/12	30 days
525	**1.1.2.6.2.4**	**Connect Suite Items**	**Thu 3/22/12**	**Fri 5/4/12**	**31 days**
526	1.1.2.6.2.4.1	ProviderConnect Items	Thu 3/22/12	Thu 4/5/12	10 days
527	1.1.2.6.2.4.2	ConsumerConnect Items	Thu 3/22/12	Thu 4/5/12	10 days
528	1.1.2.6.2.4.3	MobileConnect Items	Fri 4/20/12	Fri 5/4/12	10 days
529	**1.1.2.6.2.5**	**System Code and User Role Items**	**Fri 4/27/12**	**Fri 6/8/12**	**30 days**
530	1.1.2.6.2.5.1	Define System Code Configuration	Fri 4/27/12	Fri 5/18/12	15 days
531	1.1.2.6.2.5.2	Define User Role Access	Fri 5/18/12	Fri 6/8/12	15 days
532	**1.1.2.6.2.6**	**Document Imaging Items**	**Fri 2/24/12**	**Fri 3/16/12**	**15 days**
533	1.1.2.6.2.6.1	Define Documentation File Schema	Fri 2/24/12	Fri 3/16/12	15 days
534	**1.1.2.6.2.7**	**Staff Training and Professional Development Items**	**Fri 5/11/12**	**Fri 6/22/12**	**30 days**
535	1.1.2.6.2.7.1	Professional Development Requirements	Fri 5/11/12	Fri 6/22/12	30 days
536	1.1.2.6.2.7.2	Staff Training Courses	Fri 5/11/12	Fri 6/22/12	30 days
537	1.1.2.6.2.7.3	Course Examinations	Fri 5/11/12	Fri 6/22/12	30 days
538	**1.1.2.6.3**	**Solution Configuration Build**	**Fri 4/27/12**	**Tue 10/23/12**	**127 days**
539	**1.1.2.6.3.1**	**Avatar EHR Configuration Build**	**Fri 4/27/12**	**Tue 10/9/12**	**117 days**
540	**1.1.2.6.3.1.1**	**Avatar Cal PM Dictionary and Table Population Assistance**	**Tue 8/28/12**	**Tue 10/9/12**	**30 days**
541	1.1.2.6.3.1.1.1	Enter/Key Payment/Adjustment Posting Codes	Tue 8/28/12	Tue 10/9/12	30 days
542	1.1.2.6.3.1.1.2	Upload Service Code File	Tue 8/28/12	Tue 10/9/12	30 days
543	1.1.2.6.3.1.1.3	Enter/Key Guarantor Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
544	1.1.2.6.3.1.1.4	Enter/Key Benefit Plan Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
545	1.1.2.6.3.1.1.5	Enter/Key Service Code Cross Reference Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
546	1.1.2.6.3.1.1.6	Enter/Key Service Fee Data Collection Sheet	Tue 8/28/12	Tue 10/9/12	30 days
547	1.1.2.6.3.1.1.7	Enter/Key Program Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
548	1.1.2.6.3.1.1.8	Enter/Key GL Chart of Accounts Mapping	Tue 8/28/12	Tue 10/9/12	30 days
549	1.1.2.6.3.1.1.9	Enter/Key Facility Defaults Data Collection Sheet	Tue 8/28/12	Tue 10/9/12	30 days
550	1.1.2.6.3.1.1.10	Enter/Key Referral Source Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
551	1.1.2.6.3.1.1.11	Enter/Key Enter/Key Practitioner Enrollment Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
552	1.1.2.6.3.1.1.12	Enter/Key Guarantor/Program Billing Defaults Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
553	1.1.2.6.3.1.1.13	Enter/Key Practitioner Numbers by Guarantor Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
554	1.1.2.6.3.1.1.14	Enter/Key Appt Scheduling Site Registration Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
555	1.1.2.6.3.1.1.15	Enter/Key Appt Scheduling Group Registration Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
556	1.1.2.6.3.1.1.16	Enter/Key Appt Scheduling Staff Schedules Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
557	1.1.2.6.3.1.1.17	Enter/Key All Dictionaries in BUILD Root System Code	Tue 8/28/12	Tue 10/9/12	30 days
558	**1.1.2.6.3.1.2**	**Avatar CWS Dictionary and Table Population**	**Fri 4/27/12**	**Tue 6/5/12**	**27 days**
559	**1.1.2.6.3.1.2.1**	**Treatment Plan Table Population**	**Fri 4/27/12**	**Fri 5/18/12**	**15 days**
560	1.1.2.6.3.1.2.1.1	Enter/Key Problems	Fri 4/27/12	Fri 5/18/12	15 days
561	1.1.2.6.3.1.2.1.2	Enter/Key Problem Definitions	Fri 4/27/12	Fri 5/18/12	15 days
562	1.1.2.6.3.1.2.1.3	Enter/Key Goals	Fri 4/27/12	Fri 5/18/12	15 days
563	1.1.2.6.3.1.2.1.4	Enter/Key Objectives	Fri 4/27/12	Fri 5/18/12	15 days
564	1.1.2.6.3.1.2.1.5	Enter/Key Interventions	Fri 4/27/12	Fri 5/18/12	15 days
565	1.1.2.6.3.1.2.1.6	Enter/Key Staff Role in Treatment Planner	Fri 4/27/12	Fri 5/18/12	15 days
566	1.1.2.6.3.1.2.1.7	Enter/Key Current Goals Status	Fri 4/27/12	Fri 5/18/12	15 days
567	1.1.2.6.3.1.2.1.8	Enter/Key Objective Type	Fri 4/27/12	Fri 5/18/12	15 days
568	**1.1.2.6.3.1.2.2**	**Progress Note File Build**	**Fri 5/18/12**	**Tue 5/22/12**	**2 days**
569	1.1.2.6.3.1.2.2.1	Enter/Key Note Type Dictionary	Fri 5/18/12	Tue 5/22/12	2 days
570	1.1.2.6.3.1.2.3	Workflow Bundle File Build	Tue 5/22/12	Tue 6/5/12	10 days
571	**1.1.2.6.3.1.3**	**Avatar OE Setup**	**Fri 4/27/12**	**Fri 5/25/12**	**20 days**
572	1.1.2.6.3.1.3.1	Enter Order Setup	Fri 4/27/12	Fri 5/25/12	20 days
573	1.1.2.6.3.1.3.2	Enter Facility's Agencies (Clinics)	Fri 4/27/12	Fri 5/25/12	20 days
574	1.1.2.6.3.1.4	Document Imagining Setup	Fri 4/27/12	Fri 5/18/12	15 days
575	**1.1.2.6.3.2**	**Avatar MSO Dictionary and Table Population Assistance**	**Fri 5/11/12**	**Fri 6/29/12**	**35 days**
576	1.1.2.6.3.2.1	Enter/Key CPT Code Definition Data Collection Sheets	Fri 5/11/12	Fri 6/29/12	35 days
577	1.1.2.6.3.2.2	Enter/Key Authorization Group Data Collection Sheets	Fri 5/11/12	Fri 6/29/12	35 days

ID	WBS	Task Name	Start	Finish	Duration
578	1.1.2.6.3.2.3	Enter/Key Approve/Pend/Deny Rules Data Collection Sheets (per Funding Source)	Fri 5/11/12	Fri 6/29/12	35 days
579	1.1.2.6.3.2.4	Enter/Key Contracting Providers Data Collection Sheets	Fri 5/11/12	Fri 6/29/12	35 days
580	1.1.2.6.3.2.5	Enter/Key Performing Providers Data Collection Sheets (for each Contracting Provider)	Fri 5/11/12	Fri 6/29/12	35 days
581	1.1.2.6.3.2.6	Enter/Key Funding Source Registration Data Collection Sheets	Fri 5/11/12	Fri 6/29/12	35 days
582	1.1.2.6.3.2.7	Enter/Key Plan Definition Data Collection Sheets	Fri 5/11/12	Fri 6/29/12	35 days
583	1.1.2.6.3.2.8	Enter/Key MSD to Parent System Integration Mapping	Fri 5/11/12	Fri 6/29/12	35 days
584	**1.1.2.6.3.3**	**Connect Suite Configuration Build**	**Fri 6/29/12**	**Tue 10/23/12**	**82 days**
585	1.1.2.6.3.3.1	ProviderConnect Table Population	Fri 6/29/12	Fri 7/13/12	10 days
586	1.1.2.6.3.3.2	ConsumerConnect Table Population	Fri 7/13/12	Fri 7/20/12	5 days
587	1.1.2.6.3.3.3	MobileConnect Items	Tue 10/9/12	Tue 10/23/12	10 days
588	**1.1.2.6.3.4**	**System Code and User Role Items**	**Tue 10/9/12**	**Tue 10/16/12**	**5 days**
589	1.1.2.6.3.4.1	Enter System Code Configuration	Tue 10/9/12	Thu 10/11/12	2 days
590	1.1.2.6.3.4.2	Enter User Role Access	Thu 10/11/12	Tue 10/16/12	3 days
591	**1.1.2.6.4**	**Technical Application Configuration**	**Fri 8/3/12**	**Fri 9/7/12**	**25 days**
592	1.1.2.6.4.1	Hardware, OS, Avatar Base Software Setup Review	Fri 8/3/12	Fri 8/31/12	20 days
593	**1.1.2.6.4.2**	**MobileConnect**	**Fri 8/3/12**	**Fri 8/31/12**	**20 days**
594	1.1.2.6.4.2.1	Install MobileConnect on Initial Laptops	Fri 8/3/12	Fri 8/31/12	20 days
595	1.1.2.6.4.2.2	Specify Server and Namespace to Which MobileConnect will connect	Fri 8/3/12	Fri 8/31/12	20 days
596	**1.1.2.6.4.3**	**Avatar OE**	**Fri 8/3/12**	**Fri 8/17/12**	**10 days**
597	**1.1.2.6.4.3.1**	**OE Configurations**	**Fri 8/3/12**	**Fri 8/17/12**	**10 days**
598	1.1.2.6.4.3.1.1	Avatar OE - Remote Pharamacy	Fri 8/3/12	Fri 8/17/12	10 days
599	1.1.2.6.4.3.1.2	Avatar OE - Remote Lab	Fri 8/3/12	Fri 8/17/12	10 days
600	1.1.2.6.4.4	HL7 Messaging Routing/Port Configuration	Fri 8/17/12	Fri 8/24/12	5 days
601	1.1.2.6.4.5	ConsumerConnect	Fri 8/3/12	Fri 8/17/12	10 days
602	1.1.2.6.4.6	ProviderConnect	Fri 8/17/12	Fri 9/7/12	15 days
603	1.1.2.6.4.7	Document Imaging	Fri 8/3/12	Fri 8/17/12	10 days
604	**1.1.2.6.5**	**Custom Report Configuration**	**Wed 12/28/11**	**Wed 5/29/13**	**370 days**
605	**1.1.2.6.5.1**	**Planning and Scope Definition- Reports**	**Wed 12/28/11**	**Wed 6/13/12**	**120 days**
606	1.1.2.6.5.1.1	Establish Report Management Workgroup	Wed 12/28/11	Fri 12/30/11	2 days
607	1.1.2.6.5.1.2	Confirm Reports to be Configured	Fri 3/16/12	Fri 3/23/12	5 days
608	1.1.2.6.5.1.3	Sequence Reports Based Upon Priority	Fri 3/23/12	Wed 4/4/12	8 days
609	1.1.2.6.5.1.4	Write Report Specifications	Wed 4/4/12	Wed 6/13/12	50 days
610	**1.1.2.6.5.2**	**Reports Required for Go-Live**	**Wed 4/18/12**	**Wed 8/15/12**	**85 days**
611	**1.1.2.6.5.2.1**	**Configure Reports**	**Wed 4/18/12**	**Wed 8/8/12**	**80 days**
612	1.1.2.6.5.2.1.1	Configure Reports	Wed 4/18/12	Wed 8/8/12	80 days
613	**1.1.2.6.5.2.2**	**Install Report**	**Wed 4/25/12**	**Wed 8/15/12**	**80 days**
614	1.1.2.6.5.2.2.1	Load Approved Reports into Production (LIVE) Namespace	Wed 4/25/12	Wed 8/15/12	80 days
615	**1.1.2.6.5.3**	**Additional Reports**	**Wed 8/15/12**	**Wed 5/29/13**	**205 days**
616	**1.1.2.6.5.3.1**	**Configure Reports**	**Wed 8/15/12**	**Wed 5/22/13**	**200 days**
617	1.1.2.6.5.3.1.1	Configure Reports	Wed 8/15/12	Wed 5/22/13	200 days
618	**1.1.2.6.5.3.2**	**Install Report**	**Wed 8/22/12**	**Wed 5/29/13**	**200 days**
619	1.1.2.6.5.3.2.1	Load Approved Reports into Production (LIVE) Namespace	Wed 8/22/12	Wed 5/29/13	200 days
620	**1.1.2.6.6**	**RADplus Modeled Forms Configuration**	**Wed 12/28/11**	**Mon 4/1/13**	**328 days**
621	**1.1.2.6.6.1**	**Planning and Scope Definition- RADPlus Modeled Forms**	**Wed 12/28/11**	**Mon 6/25/12**	**128 days**
622	1.1.2.6.6.1.1	Establish RADplus Modeling Management Workgroup	Wed 12/28/11	Fri 12/30/11	2 days
623	1.1.2.6.6.1.2	Confirm RADPlus Modeled Forms to be Configured	Fri 3/16/12	Fri 3/23/12	5 days
624	1.1.2.6.6.1.3	Sequence RADPlus Modeled Forms Based Upon Priority	Wed 3/21/12	Mon 3/26/12	3 days
625	1.1.2.6.6.1.4	Write RADPlus Modeled Forms Specifications	Mon 3/26/12	Mon 6/25/12	65 days
626	**1.1.2.6.6.2**	**RADplus Modeled Forms Required for Go-Live**	**Mon 4/9/12**	**Mon 9/3/12**	**105 days**
627	**1.1.2.6.6.2.1**	**Configure RADPlus Modeled Forms**	**Mon 4/9/12**	**Mon 8/27/12**	**100 days**
628	1.1.2.6.6.2.1.1	Configure RADPlus Modeled Forms	Mon 4/9/12	Mon 8/27/12	100 days
629	**1.1.2.6.6.2.2**	**Install RADPlus Modeled Forms**	**Mon 4/16/12**	**Mon 9/3/12**	**100 days**
630	1.1.2.6.6.2.2.1	Load Approved RADPlus Modeled Forms into Training & Production Namespace	Mon 4/16/12	Mon 9/3/12	100 days
631	**1.1.2.6.6.3**	**Additional RADplus Modeled Forms**	**Mon 9/3/12**	**Mon 4/1/13**	**150 days**
632	**1.1.2.6.6.3.1**	**Configure RADPlus Modeled Forms**	**Mon 9/3/12**	**Mon 4/1/13**	**150 days**
633	1.1.2.6.6.3.1.1	Configure RADPlus Modeled Forms	Mon 9/3/12	Mon 4/1/13	150 days
634	**1.1.2.6.6.3.2**	**Install RADPlus Modeled Forms**	**Mon 9/3/12**	**Mon 4/1/13**	**150 days**
635	1.1.2.6.6.3.2.1	Load Approved RADPlus Modeled Forms into Production (LIVE) Namespace	Mon 9/3/12	Mon 4/1/13	150 days
636	**1.1.2.6.7**	**County Configuration Review**	**Mon 9/3/12**	**Mon 9/10/12**	**5 days**
637	1.1.2.6.7.1	County Reviews Completed Configurations	Mon 9/3/12	Mon 9/10/12	5 days
638	1.1.2.6.7.2	Provide Written Confirmation to County that System is Configured	Mon 9/3/12	Mon 9/3/12	0 days
639	1.1.2.6.7.3	Provider Operational Documentation	Mon 9/3/12	Mon 9/3/12	0 days
640	1.1.2.7	**Deliverable 5.0 - Configure System**	Mon 9/10/12	Mon 9/10/12	0 days
641	1.1.2.8	**Task 6.0 - Integration**	**Fri 3/16/12**	**Fri 9/14/12**	**130 days**

ID	WBS	Task Name	Start	Finish	Duration
642	1.1.2.8.1	**Task 6.1 - Pre-Defined Interfaces**	**Fri 3/16/12**	**Fri 8/31/12**	**120 days**
643	1.1.2.8.1.1	**Task 6.1.1 - Develop Checkwrite File Interface**	**Fri 3/16/12**	**Thu 5/24/12**	**49 days**
644	1.1.2.8.1.1.1	Write Functional Specification	Fri 3/16/12	Fri 3/23/12	5 days
645	1.1.2.8.1.1.2	Write Technical Specification	Fri 3/23/12	Fri 3/30/12	5 days
646	1.1.2.8.1.1.3	Develop Custom Programming Code	Fri 3/30/12	Fri 5/11/12	30 days
647	1.1.2.8.1.1.4	Perform Internal QA Testing of Custom Programming	Fri 5/11/12	Wed 5/23/12	8 days
648	1.1.2.8.1.1.5	Package and Release Customization Pack	Wed 5/23/12	Thu 5/24/12	1 day
649	1.1.2.8.1.2	**Task 6.1.2 - Develop Standard Interfaces**	**Fri 3/16/12**	**Wed 7/25/12**	**93 days**
650	1.1.2.8.1.2.1	**D.2.11 Interfaces # 260 - Interfaces with facsimile applications**	**Fri 3/16/12**	**Wed 5/9/12**	**38 days**
651	1.1.2.8.1.2.1.1	Write Functional Specification	Fri 3/16/12	Fri 3/23/12	5 days
652	1.1.2.8.1.2.1.2	Write Technical Specification	Fri 3/23/12	Fri 3/30/12	5 days
653	1.1.2.8.1.2.1.3	Develop Custom Programming Code	Fri 3/30/12	Fri 4/27/12	20 days
654	1.1.2.8.1.2.1.4	Perform Internal QA Testing of Custom Programming	Fri 4/27/12	Tue 5/8/12	7 days
655	1.1.2.8.1.2.1.5	Package and Release Customization Pack	Tue 5/8/12	Wed 5/9/12	1 day
656	1.1.2.8.1.2.2	**D.2.11 Interfaces # 271 - Creates user-defined interface files for eCaps financial system**	**Wed 5/9/12**	**Wed 7/25/12**	**55 days**
657	1.1.2.8.1.2.2.1	Write Functional Specification	Wed 5/9/12	Mon 5/21/12	8 days
658	1.1.2.8.1.2.2.2	Write Technical Specification	Mon 5/21/12	Thu 5/31/12	8 days
659	1.1.2.8.1.2.2.3	Develop Custom Programming Code	Thu 5/31/12	Thu 7/12/12	30 days
660	1.1.2.8.1.2.2.4	Perform Internal QA Testing of Custom Programming	Thu 7/12/12	Tue 7/24/12	8 days
661	1.1.2.8.1.2.2.5	Package and Release Customization Pack	Tue 7/24/12	Wed 7/25/12	1 day
662	1.1.2.8.1.2.3	**D.2.11 Interfaces - contigency**	**Fri 3/16/12**	**Fri 3/16/12**	**0 days**
663	1.1.2.8.1.2.3.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
664	1.1.2.8.1.2.3.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
665	1.1.2.8.1.2.3.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
666	1.1.2.8.1.2.3.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
667	1.1.2.8.1.2.3.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
668	1.1.2.8.1.3	**Task 6.1.3 - Develop Credentialing Interfaces**	**Thu 5/24/12**	**Fri 8/31/12**	**71 days**
669	1.1.2.8.1.3.1	Write Functional Specification	Thu 5/24/12	Thu 6/7/12	10 days
670	1.1.2.8.1.3.2	Write Technical Specification	Thu 6/7/12	Thu 6/21/12	10 days
671	1.1.2.8.1.3.3	Develop Custom Programming Code	Thu 6/21/12	Thu 8/16/12	40 days
672	1.1.2.8.1.3.4	Perform Internal QA Testing of Custom Programming	Thu 8/16/12	Thu 8/30/12	10 days
673	1.1.2.8.1.3.5	Package and Release Customization Pack	Thu 8/30/12	Fri 8/31/12	1 day
674	1.1.2.8.2	**Integration Review**	**Fri 8/31/12**	**Fri 9/14/12**	**10 days**
675	1.1.2.8.2.1	County Reviews Completed Pre-Defined Interfaces	Fri 8/31/12	Fri 9/14/12	10 days
676	1.1.2.8.2.2	Provide Written Confirmation to County	Fri 8/31/12	Mon 9/3/12	1 day
677	1.1.2.8.3	**Deliverable 6.1 - Integration - Key Deliverable**	Fri 8/31/12	Fri 8/31/12	0 days
678	1.1.2.9	**Task 7.0 - Develop Custom Programming Modifications**	**Fri 3/16/12**	**Mon 9/17/12**	**131 days**
679	1.1.2.9.1	**Custom Programming Items**	**Fri 3/16/12**	**Mon 9/3/12**	**121 days**
680	1.1.2.9.1.1	**Custom Programming Items Removed**	**Fri 3/16/12**	**Fri 3/16/12**	**0 days**
681	1.1.2.9.1.1.1	**D.1.1 Referral In #25 - Provide decision tree logic based on the type of call or incident**	**Fri 3/16/12**	**Fri 3/16/12**	**0 days**
682	1.1.2.9.1.1.1.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
683	1.1.2.9.1.1.1.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
684	1.1.2.9.1.1.1.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
685	1.1.2.9.1.1.1.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
686	1.1.2.9.1.1.1.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
687	1.1.2.9.1.1.2	**D.1.1 Referral In #27 - Automatic assignment of calls to staff (Workflow Integration)**	**Fri 3/16/12**	**Fri 3/16/12**	**0 days**
688	1.1.2.9.1.1.2.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
689	1.1.2.9.1.1.2.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
690	1.1.2.9.1.1.2.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
691	1.1.2.9.1.1.2.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
692	1.1.2.9.1.1.2.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
693	1.1.2.9.1.1.3	**D.1.1 Referral In #28 - Automatically escalates calls according to user-defined time and priority criteria**	**Fri 3/16/12**	**Fri 3/16/12**	**0 days**
694	1.1.2.9.1.1.3.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
695	1.1.2.9.1.1.3.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
696	1.1.2.9.1.1.3.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
697	1.1.2.9.1.1.3.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
698	1.1.2.9.1.1.3.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
699	1.1.2.9.1.1.4	**D.1.5 Service Delivery #466 - Pharmacy orders remain "open" until filled notification received**	**Fri 3/16/12**	**Fri 3/16/12**	**0 days**
700	1.1.2.9.1.1.4.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
701	1.1.2.9.1.1.4.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
702	1.1.2.9.1.1.4.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
703	1.1.2.9.1.1.4.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
704	1.1.2.9.1.1.4.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days

ID	WBS	Task Name	Start	Finish	Duration
705	1.1.2.9.1.1.5	**D.1.5 Service Delivery #467 - Adds the pharmacy presciption number to medical history**	Fri 3/16/12	Fri 3/16/12	0 days
706	1.1.2.9.1.1.5.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
707	1.1.2.9.1.1.5.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
708	1.1.2.9.1.1.5.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
709	1.1.2.9.1.1.5.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
710	1.1.2.9.1.1.5.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
711	1.1.2.9.1.1.6	**D.1.5 Service Delivery #468 - Ability to document dispensed sample medications**	Fri 3/16/12	Fri 3/16/12	0 days
712	1.1.2.9.1.1.6.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
713	1.1.2.9.1.1.6.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
714	1.1.2.9.1.1.6.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
715	1.1.2.9.1.1.6.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
716	1.1.2.9.1.1.6.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
717	1.1.2.9.1.1.7	**D.1.5 Service Delivery #470 - Medication history updated upon filed notification**	Fri 3/16/12	Fri 3/16/12	0 days
718	1.1.2.9.1.1.7.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
719	1.1.2.9.1.1.7.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
720	1.1.2.9.1.1.7.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
721	1.1.2.9.1.1.7.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
722	1.1.2.9.1.1.7.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
723	1.1.2.9.1.1.8	**D.1.7 Closure #666 - Ability to extract archived files upon demand by: Client**	Fri 3/16/12	Fri 3/16/12	0 days
724	1.1.2.9.1.1.8.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
725	1.1.2.9.1.1.8.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
726	1.1.2.9.1.1.8.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
727	1.1.2.9.1.1.8.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
728	1.1.2.9.1.1.8.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
729	1.1.2.9.1.1.9	**D.1.7 Closure #667 - Ability to extract archived files upon demand by: Provider**	Fri 3/16/12	Fri 3/16/12	0 days
730	1.1.2.9.1.1.9.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
731	1.1.2.9.1.1.9.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
732	1.1.2.9.1.1.9.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
733	1.1.2.9.1.1.9.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
734	1.1.2.9.1.1.9.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
735	1.1.2.9.1.1.10	**D.2.1 System Architecture #10 - Provides for sending and receiving an e-fax directly from the System**	Fri 3/16/12	Fri 3/16/12	0 days
736	1.1.2.9.1.1.10.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
737	1.1.2.9.1.1.10.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
738	1.1.2.9.1.1.10.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
739	1.1.2.9.1.1.10.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
740	1.1.2.9.1.1.10.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
741	1.1.2.9.1.1.11	**D.2.4 Security #94 - User device or peripheral device involved in transactions.**	Fri 3/16/12	Fri 3/16/12	0 days
742	1.1.2.9.1.1.11.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
743	1.1.2.9.1.1.11.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
744	1.1.2.9.1.1.11.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
745	1.1.2.9.1.1.11.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
746	1.1.2.9.1.1.11.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
747	1.1.2.9.1.1.12	**D.2.4 Security #128 - Provides secure information delivery over the Internet via encryption by using triple-DES (Data Encryption Standard) or the Advanced Encryption Standard (AES)**	Fri 3/16/12	Fri 3/16/12	0 days
748	1.1.2.9.1.1.12.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
749	1.1.2.9.1.1.12.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
750	1.1.2.9.1.1.12.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
751	1.1.2.9.1.1.12.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
752	1.1.2.9.1.1.12.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
753	1.1.2.9.1.1.13	**D.2.4 Security #134 - Ability to use digital signatures in records and documents within the System**	Fri 3/16/12	Fri 3/16/12	0 days
754	1.1.2.9.1.1.13.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
755	1.1.2.9.1.1.13.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
756	1.1.2.9.1.1.13.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
757	1.1.2.9.1.1.13.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
758	1.1.2.9.1.1.13.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
759	1.1.2.9.1.1.14	**D.2.4 Security #135 - Ability to use digital signatures in records and documents sent to external business partners**	Fri 3/16/12	Fri 3/16/12	0 days
760	1.1.2.9.1.1.14.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
761	1.1.2.9.1.1.14.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
762	1.1.2.9.1.1.14.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
763	1.1.2.9.1.1.14.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
764	1.1.2.9.1.1.14.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days

ID	WBS	Task Name	Start	Finish	Duration
765	**1.1.2.9.1.1.15**	**D.2.5 EDI #144 - ASC X12N 275 Patient Information / Claims Attachment**	**Fri 3/16/12**	**Fri 3/16/12**	**0 days**
766	1.1.2.9.1.1.15.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
767	1.1.2.9.1.1.15.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
768	1.1.2.9.1.1.15.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
769	1.1.2.9.1.1.15.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
770	1.1.2.9.1.1.15.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
771	**1.1.2.9.1.1.16**	**D.2.5 EDI #146 - ASC X12N 820 Capitation**	**Fri 3/16/12**	**Fri 3/16/12**	**0 days**
772	1.1.2.9.1.1.16.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
773	1.1.2.9.1.1.16.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
774	1.1.2.9.1.1.16.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
775	1.1.2.9.1.1.16.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
776	1.1.2.9.1.1.16.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
777	**1.1.2.9.1.1.17**	**D.2.5 EDI #151 - TA1 Interchange Acknowledgement**	**Fri 3/16/12**	**Fri 3/16/12**	**0 days**
778	1.1.2.9.1.1.17.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
779	1.1.2.9.1.1.17.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
780	1.1.2.9.1.1.17.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
781	1.1.2.9.1.1.17.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
782	1.1.2.9.1.1.17.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
783	**1.1.2.9.1.1.18**	**D.2.9 Other Environments #241 - Ability to use subset copies of the production database for testing, development or training**	**Fri 3/16/12**	**Fri 3/16/12**	**0 days**
784	1.1.2.9.1.1.18.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
785	1.1.2.9.1.1.18.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
786	1.1.2.9.1.1.18.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
787	1.1.2.9.1.1.18.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
788	1.1.2.9.1.1.18.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
789	**1.1.2.9.1.1.19**	**D.2.10 System Standards # 251 - Utilizes Security Assertion Markup Language (SAML)**	**Fri 3/16/12**	**Fri 3/16/12**	**0 days**
790	1.1.2.9.1.1.19.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
791	1.1.2.9.1.1.19.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
792	1.1.2.9.1.1.19.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
793	1.1.2.9.1.1.19.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
794	1.1.2.9.1.1.19.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
795	**1.1.2.9.1.1.20**	**D.2.10 System Standards # 252 - Utilizes Object Linking and Embedding (O.L.E.)**	**Fri 3/16/12**	**Fri 3/16/12**	**0 days**
796	1.1.2.9.1.1.20.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
797	1.1.2.9.1.1.20.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
798	1.1.2.9.1.1.20.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
799	1.1.2.9.1.1.20.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
800	1.1.2.9.1.1.20.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
801	**1.1.2.9.1.2**	**D Custom - undfined contigency**	**Fri 3/16/12**	**Mon 9/3/12**	**121 days**
802	1.1.2.9.1.2.1	Write Functional Specification	Fri 3/16/12	Fri 4/27/12	30 days
803	1.1.2.9.1.2.2	Write Technical Specification	Fri 4/27/12	Fri 5/25/12	20 days
804	1.1.2.9.1.2.3	Develop Custom Programming Code	Fri 5/25/12	Fri 8/17/12	60 days
805	1.1.2.9.1.2.4	Perform Internal QA Testing of Custom Programming	Fri 8/17/12	Fri 8/31/12	10 days
806	1.1.2.9.1.2.5	Package and Release Customization Pack	Fri 8/31/12	Mon 9/3/12	1 day
807	**1.1.2.9.2**	**County Customer Programming Review**	**Mon 9/3/12**	**Mon 9/17/12**	**10 days**
808	1.1.2.9.2.1	County Reviews Completed Custom Programming	Mon 9/3/12	Mon 9/17/12	10 days
809	1.1.2.9.2.2	Provide Written Confirmation	Mon 9/3/12	Mon 9/3/12	0 days
810	1.1.2.10	**Deliverable 7.0 - Custom Programming Modifications**	Mon 9/17/12	Mon 9/17/12	0 days
811	**1.1.2.11**	**Task 8.0 - System Tests**	**Wed 3/21/12**	**Wed 1/16/13**	**215 days**
812	**1.1.2.11.1**	**Task 8.1 - Develop System Test Plan**	**Wed 3/21/12**	**Fri 8/3/12**	**97 days**
813	**1.1.2.11.1.1**	**Module Test Plans**	**Wed 3/21/12**	**Fri 7/27/12**	**92 days**
814	**1.1.2.11.1.1.1**	**Avatar EHR Modules Test Plans**	**Wed 3/21/12**	**Mon 7/23/12**	**88 days**
815	1.1.2.11.1.1.1.1	Avatar CalPM Module Test Plans	Fri 4/20/12	Fri 6/1/12	30 days
816	1.1.2.11.1.1.1.2	Avatar CWS Module Test Plan	Fri 4/27/12	Fri 6/8/12	30 days
817	1.1.2.11.1.1.1.3	Avatar OE Module Test Plans	Wed 3/21/12	Wed 5/2/12	30 days
818	1.1.2.11.1.1.1.4	RADplus Modeled Forms Testing	Mon 6/25/12	Mon 7/23/12	20 days
819	1.1.2.11.1.1.1.5	Reporting Tool Test Plans	Wed 6/13/12	Wed 7/11/12	20 days
820	**1.1.2.11.1.1.2**	**Avatar MSO Module Test Plans**	**Wed 6/13/12**	**Mon 7/23/12**	**28 days**
821	1.1.2.11.1.1.2.1	RADplus Modeled Forms Testing	Mon 6/25/12	Mon 7/23/12	20 days
822	1.1.2.11.1.1.2.2	Reporting Tool Test Plans	Wed 6/13/12	Wed 7/11/12	20 days
823	**1.1.2.11.1.1.3**	**Connect Suite Modules Test Plans**	**Thu 4/5/12**	**Mon 7/23/12**	**77 days**
824	1.1.2.11.1.1.3.1	ConsumerConnect Module Test Plans	Thu 4/5/12	Thu 5/17/12	30 days
825	1.1.2.11.1.1.3.2	ProviderConnect Module Test Plans	Thu 4/5/12	Thu 5/17/12	30 days
826	1.1.2.11.1.1.3.3	MobileConnect Module Test Plans	Fri 5/4/12	Fri 6/15/12	30 days
827	1.1.2.11.1.1.3.4	RADplus Modeled Forms Testing	Mon 6/25/12	Mon 7/23/12	20 days

ID	WBS	Task Name	Start	Finish	Duration
828	1.1.2.11.1.1.3.5	Reporting Tool Test Plans	Wed 6/13/12	Wed 7/11/12	20 days
829	**1.1.2.11.1.1.4**	**Avatar Base System**	**Mon 7/23/12**	**Fri 7/27/12**	**4 days**
830	1.1.2.11.1.1.4.1	System Code and User Role Test Plans	Mon 7/23/12	Fri 7/27/12	4 days
831	**1.1.2.11.1.2**	**County Test Plan Review**	**Fri 7/27/12**	**Fri 8/3/12**	**5 days**
832	1.1.2.11.1.2.1	County Reviews Completed Test Plan	Fri 7/27/12	Fri 8/3/12	5 days
833	1.1.2.11.2	**Deliverable 8.1 - System Test Plan**	Fri 8/3/12	Fri 8/3/12	0 days
834	**1.1.2.11.3**	**Task 8.2 - Conduct Module Tests**	**Wed 10/17/12**	**Wed 1/16/13**	**65 days**
835	**1.1.2.11.3.1**	**Module Test Plan Execution**	**Wed 10/17/12**	**Wed 1/2/13**	**55 days**
836	**1.1.2.11.3.1.1**	**Execute Avatar EHR Module Test Plans**	**Wed 10/17/12**	**Wed 1/2/13**	**55 days**
837	**1.1.2.11.3.1.1.1**	**Execute Avatar CalPM Module Test Plans**	**Wed 10/17/12**	**Wed 12/19/12**	**45 days**
838	1.1.2.11.3.1.1.1.1	Admissions/Discharge/Transfer	Wed 10/17/12	Wed 12/19/12	45 days
839	1.1.2.11.3.1.1.1.2	Financial Eligibility	Wed 10/17/12	Wed 12/19/12	45 days
840	1.1.2.11.3.1.1.1.3	MEDS	Wed 10/17/12	Wed 12/19/12	45 days
841	1.1.2.11.3.1.1.1.4	Family Registration & UMDAP	Wed 10/17/12	Wed 12/19/12	45 days
842	1.1.2.11.3.1.1.1.5	Scheduling	Wed 10/17/12	Wed 12/19/12	45 days
843	1.1.2.11.3.1.1.1.6	Service/Charge Entry	Wed 10/17/12	Wed 12/19/12	45 days
844	1.1.2.11.3.1.1.1.7	Client Ledger/Liability Distribution	Wed 10/17/12	Wed 12/19/12	45 days
845	**1.1.2.11.3.1.1.1.8**	**CSI Testing**	**Wed 10/17/12**	**Wed 12/19/12**	**45 days**
846	1.2.11.3.1.1.1.8.1	Compilation	Wed 10/17/12	Wed 12/19/12	45 days
847	1.2.11.3.1.1.1.8.2	Output Report	Wed 10/17/12	Wed 12/19/12	45 days
848	**1.1.2.11.3.1.1.1.9**	**CalOhms**	**Wed 10/17/12**	**Wed 12/19/12**	**45 days**
849	1.2.11.3.1.1.1.9.1	Compile	Wed 10/17/12	Wed 12/19/12	45 days
850	1.2.11.3.1.1.1.9.2	Output Report	Wed 10/17/12	Wed 12/19/12	45 days
851	**1.1.2.11.3.1.1.1.10**	**MHSA DCR**	**Wed 10/17/12**	**Wed 12/19/12**	**45 days**
852	1.2.11.3.1.1.1.10.1	Compile	Wed 10/17/12	Wed 12/19/12	45 days
853	1.2.11.3.1.1.1.10.2	Output Report	Wed 10/17/12	Wed 12/19/12	45 days
854	**1.1.2.11.3.1.1.2**	**Execute Avatar CWS Module Test Plans**	**Wed 10/17/12**	**Wed 12/19/12**	**45 days**
855	1.1.2.11.3.1.1.2.1	Assessment Forms Testing	Wed 10/17/12	Wed 12/19/12	45 days
856	1.1.2.11.3.1.1.2.2	Client Treatment Plan Testing	Wed 10/17/12	Wed 12/19/12	45 days
857	1.1.2.11.3.1.1.2.3	Progress Note Testing	Wed 10/17/12	Wed 12/19/12	45 days
858	1.1.2.11.3.1.1.2.4	Workflow Management Testing	Wed 10/17/12	Wed 12/19/12	45 days
859	**1.1.2.11.3.1.1.3**	**Execute Avatar OE Module Test Plans**	**Wed 10/17/12**	**Wed 11/7/12**	**15 days**
860	1.1.2.11.3.1.1.3.1	Enter Client Prescriptions	Wed 10/17/12	Wed 11/7/12	15 days
861	1.1.2.11.3.1.1.3.2	Test Contra Indication Warnings	Wed 10/17/12	Wed 11/7/12	15 days
862	1.1.2.11.3.1.1.3.3	Test Fax Submission of Prescription to Pharmacy	Wed 10/17/12	Wed 11/7/12	15 days
863	1.1.2.11.3.1.1.3.4	Enter Client Lab	Wed 10/17/12	Wed 11/7/12	15 days
864	1.1.2.11.3.1.1.3.5	Test Avatar OE Reports	Wed 10/17/12	Wed 11/7/12	15 days
865	**1.1.2.11.3.1.1.4**	**Execute Avatar Executive Reporting Module Test Plans**	**Wed 12/26/12**	**Wed 1/2/13**	**5 days**
866	1.1.2.11.3.1.1.4.1	Data Warehouse Access Testing	Wed 12/26/12	Wed 1/2/13	5 days
867	1.1.2.11.3.1.1.4.2	Data Compile Testing	Wed 12/26/12	Wed 1/2/13	5 days
868	**1.1.2.11.3.1.1.5**	**Execute Document Imaging Module Test Plans**	**Wed 10/17/12**	**Wed 11/14/12**	**20 days**
869	1.1.2.11.3.1.1.5.1	Point-of-Service Scanning Testing	Wed 10/17/12	Wed 11/14/12	20 days
870	1.1.2.11.3.1.1.5.2	Batch Scanning Testing	Wed 10/17/12	Wed 11/14/12	20 days
871	**1.1.2.11.3.1.2**	**Execute Avatar MSO Module Test Plans**	**Wed 10/17/12**	**Wed 11/28/12**	**30 days**
872	1.1.2.11.3.1.2.1	Membership Management Testing	Wed 10/17/12	Wed 11/28/12	30 days
873	1.1.2.11.3.1.2.2	Care/Utilization Management Testing	Wed 10/17/12	Wed 11/28/12	30 days
874	1.1.2.11.3.1.2.3	Claims Management Testing	Wed 10/17/12	Wed 11/28/12	30 days
875	**1.1.2.11.3.1.3**	**Execute Connect Suite Module Test Plans**	**Wed 10/17/12**	**Wed 1/2/13**	**55 days**
876	**1.1.2.11.3.1.3.1**	**Execute ConsumerConnect Module Test Plans**	**Wed 10/17/12**	**Wed 10/31/12**	**10 days**
877	1.1.2.11.3.1.3.1.1	Portal Connection Testing	Wed 10/17/12	Wed 10/31/12	10 days
878	1.1.2.11.3.1.3.1.2	Appointment Scheduling Testing	Wed 10/17/12	Wed 10/31/12	10 days
879	1.1.2.11.3.1.3.1.3	Medication Review Testing	Wed 10/17/12	Wed 10/31/12	10 days
880	1.1.2.11.3.1.3.1.4	Comment Testing	Wed 10/17/12	Wed 10/31/12	10 days
881	1.1.2.11.3.1.3.1.5	Billing Account Review Testing	Wed 10/17/12	Wed 10/31/12	10 days
882	**1.1.2.11.3.1.3.2**	**Execute Provider Connect Module Test Plans**	**Wed 11/28/12**	**Wed 12/12/12**	**10 days**
883	1.1.2.11.3.1.3.2.1	Consumer Registration Testing	Wed 11/28/12	Wed 12/12/12	10 days
884	1.1.2.11.3.1.3.2.2	Referral Request Testing	Wed 11/28/12	Wed 12/12/12	10 days
885	1.1.2.11.3.1.3.2.3	Consumer Information Request Testing	Wed 11/28/12	Wed 12/12/12	10 days
886	**1.1.2.11.3.1.3.3**	**Execute MobileConnect Module Test Plans**	**Wed 12/19/12**	**Wed 1/2/13**	**10 days**
887	1.1.2.11.3.1.3.3.1	Client and Appointment Download Testing	Wed 12/19/12	Wed 1/2/13	10 days
888	1.1.2.11.3.1.3.3.2	Charge Entry Testing	Wed 12/19/12	Wed 1/2/13	10 days
889	1.1.2.11.3.1.3.3.3	Progress Note Entry Testing	Wed 12/19/12	Wed 1/2/13	10 days
890	1.1.2.11.3.1.3.3.4	Data Synchronization Testing	Wed 12/19/12	Wed 1/2/13	10 days
891	**1.1.2.11.3.1.4**	**ExecuteAvatar Base System Test Plan**	**Wed 12/19/12**	**Wed 12/26/12**	**5 days**
892	**1.1.2.11.3.1.4.1**	**Execute System Code and User Role Test Plans**	**Wed 12/19/12**	**Wed 12/26/12**	**5 days**

ID	WBS	Task Name	Start	Finish	Duration
893	1.1.2.11.3.1.4.1.1	Test System Code Configuration	Wed 12/19/12	Wed 12/26/12	5 days
894	1.1.2.11.3.1.4.1.2	Test User Role Access	Wed 12/19/12	Wed 12/26/12	5 days
895	1.1.2.11.3.2	County's Successful Completion of Module Testing	Wed 1/2/13	Wed 1/2/13	0 days
896	**1.1.2.11.3.3**	**Testing Report Submission**	**Wed 1/2/13**	**Wed 1/16/13**	**10 days**
897	1.1.2.11.3.3.1	Generate Testing Report Identifying All Deficiencies Detected During Module Testing	Wed 1/2/13	Wed 1/16/13	10 days
898	1.1.2.11.3.3.2	Submit Testing Report to LA County	Wed 1/16/13	Wed 1/16/13	0 days
899	**1.1.2.11.3.4**	**Deficiencies Correction for Module Testing**	**Wed 11/7/12**	**Wed 1/9/13**	**45 days**
900	1.1.2.11.3.4.1	Correct Deficiencies	Wed 11/7/12	Wed 1/9/13	45 days
901	1.1.2.11.4	**Deliverable 8.2 - Module Tests**	Wed 1/16/13	Wed 1/16/13	0 days
902	**1.1.2.11.5**	**Task 8.3 - Conduct Reporting Tool Tests**	**Wed 11/21/12**	**Wed 1/16/13**	**40 days**
903	**1.1.2.11.5.1**	**Reporting Tool Test Plan Execution**	**Wed 11/21/12**	**Wed 1/2/13**	**30 days**
904	1.1.2.11.5.1.1	Report Access Testing	Wed 11/21/12	Wed 1/2/13	30 days
905	1.1.2.11.5.1.2	Report Generation Testing	Wed 11/21/12	Wed 1/2/13	30 days
906	1.1.2.11.5.1.3	Report Data Validation Testing	Wed 11/21/12	Wed 1/2/13	30 days
907	1.1.2.11.5.2	County's Successful Completion of Reporting Tool Tests	Wed 1/2/13	Wed 1/2/13	0 days
908	**1.1.2.11.5.3**	**Testing Report Submission**	**Wed 1/2/13**	**Wed 1/9/13**	**5 days**
909	1.1.2.11.5.3.1	Generate Testing Report Identifying All Deficiencies Detected During Module Testing	Wed 1/2/13	Wed 1/9/13	5 days
910	1.1.2.11.5.3.2	Submit Testing Report to LA County	Wed 1/9/13	Wed 1/9/13	0 days
911	**1.1.2.11.5.4**	**Deficiencies Correction for Reporting Tool Testing**	**Wed 12/12/12**	**Wed 1/16/13**	**25 days**
912	1.1.2.11.5.4.1	Correct Reporting Deficiencies	Wed 12/12/12	Wed 1/16/13	25 days
913	1.1.2.11.6	**Deliverable 8.3 - Reporting Tool Tests**	Wed 1/16/13	Wed 1/16/13	0 days
914	**1.1.2.11.7**	**Task 8.4 - Conduct System Integration Test**	**Fri 9/14/12**	**Wed 12/19/12**	**66 days**
915	1.1.2.11.7.1	Create Data-Flow and Data Processing Schematic	Fri 9/14/12	Fri 10/26/12	30 days
916	1.1.2.11.7.2	Provide County with Data-Flow and Data Processing Schematic	Fri 9/14/12	Fri 9/14/12	0 days
917	1.1.2.11.7.3	Execute System Integration Testing	Wed 10/17/12	Wed 11/28/12	30 days
918	1.1.2.11.7.4	County's Successful Completion of System Integration Test	Wed 11/28/12	Wed 11/28/12	0 days
919	**1.1.2.11.7.5**	**Testing Report Submission**	**Wed 11/28/12**	**Wed 12/5/12**	**5 days**
920	1.1.2.11.7.5.1	Generate Testing Report Identifying All Deficiencies Detected During System Integration Testing	Wed 11/28/12	Wed 12/5/12	5 days
921	1.1.2.11.7.5.2	Submit Testing Report to LA County	Wed 12/5/12	Wed 12/5/12	0 days
922	**1.1.2.11.7.6**	**Deficiencies Correction for System Integration Testing**	**Wed 11/7/12**	**Wed 12/19/12**	**30 days**
923	1.1.2.11.7.6.1	Correct Integration Deficiencies	Wed 11/7/12	Wed 12/19/12	30 days
924	1.1.2.11.8	**Deliverable 8.4 - System Integration Test**	Wed 12/19/12	Wed 12/19/12	0 days
925	**1.1.2.11.9**	**Task 8.5 - Conduct System Performance Test**	**Wed 10/17/12**	**Wed 1/16/13**	**65 days**
926	**1.1.2.11.9.1**	**Execute System Performance Testing**	**Wed 10/17/12**	**Wed 12/26/12**	**50 days**
927	1.1.2.11.9.1.1	Perform Response Time Performance Tests	Wed 10/17/12	Wed 12/26/12	50 days
928	1.1.2.11.9.1.2	Perform Business Continuity Tests	Wed 10/17/12	Wed 12/26/12	50 days
929	1.1.2.11.9.2	County's Successful Completion of Reporting Tool Tests	Wed 12/26/12	Wed 12/26/12	0 days
930	**1.1.2.11.9.3**	**Testing Report Submission**	**Wed 12/26/12**	**Wed 1/9/13**	**10 days**
931	1.1.2.11.9.3.1	Generate Testing Report Identifying All Deficiencies Detected During Module Testing	Wed 12/26/12	Wed 1/9/13	10 days
932	1.1.2.11.9.3.2	Submit Testing Report to LA County	Wed 1/9/13	Wed 1/9/13	0 days
933	**1.1.2.11.9.4**	**Deficiencies Correction for System Performance Testing**	**Wed 11/7/12**	**Wed 1/16/13**	**50 days**
934	1.1.2.11.9.4.1	Correct Performance Deficiencies	Wed 11/7/12	Wed 1/16/13	50 days
935	1.1.2.11.10	**Deliverable 8.5 - System Performance Test - Key Deliverable**	Wed 1/16/13	Wed 1/16/13	0 days
936	**1.1.2.12**	**Task 9.0 - Data Conversion**	**Fri 3/16/12**	**Tue 8/13/13**	**367 days**
937	**1.1.2.12.1**	**Task 9.1 - Develop Data Conversion Plan**	**Fri 3/16/12**	**Wed 4/25/12**	**28 days**
938	**1.1.2.12.1.1**	**Planning and Scope Definition - Conversions**	**Fri 3/16/12**	**Wed 4/18/12**	**23 days**
939	1.1.2.12.1.1.1	Establish Conversion Management Workgroup	Fri 3/16/12	Fri 3/23/12	5 days
940	1.1.2.12.1.1.2	Identify Which Conversions are to be Performed	Fri 3/23/12	Fri 3/30/12	5 days
941	1.1.2.12.1.1.3	Identify Data Extract Details - LA teams to extract date from sources	Fri 3/30/12	Fri 4/13/12	10 days
942	1.1.2.12.1.1.4	Create Data Conversion Plan	Fri 4/13/12	Wed 4/18/12	3 days
943	**1.1.2.12.1.2**	**County Plan Review**	**Wed 4/18/12**	**Wed 4/25/12**	**5 days**
944	1.1.2.12.1.2.1	Provide Written Confirmation to County that Plan is Complete	Wed 4/18/12	Wed 4/18/12	0 days
945	1.1.2.12.1.2.2	County Reviews Data Conversion Plan	Wed 4/18/12	Wed 4/25/12	5 days
946	1.1.2.12.2	**Deliverable 9.1 - Data Conversion Plan**	Wed 4/25/12	Wed 4/25/12	0 days
947	**1.1.2.12.3**	**Task 9.2 - Develop Data Conversion Programs**	**Wed 5/30/12**	**Thu 8/8/12**	**51 days**
948	**1.1.2.12.3.1**	**Develop Conversion Extraction Routines**	**Wed 5/30/12**	**Wed 8/8/12**	**50 days**
949	**1.1.2.12.3.1.1**	**Avatar EHR Conversions**	**Wed 5/30/12**	**Wed 8/8/12**	**50 days**
950	**1.1.2.12.3.1.1.1**	**Avatar CalPM Conversions**	**Wed 5/30/12**	**Wed 8/8/12**	**50 days**
951	1.1.2.12.3.1.1.1.1	Build Extraction Processes	Wed 5/30/12	Wed 7/25/12	40 days
952	1.1.2.12.3.1.1.1.2	Refine Extraction	Wed 7/25/12	Wed 8/8/12	10 days
953	**1.1.2.12.3.1.1.2**	**Avatar CWS Conversion (None Expected)**	**Wed 5/30/12**	**Wed 5/30/12**	**0 days**
954	1.1.2.12.3.1.1.2.1	Build Extraction Processes	Wed 5/30/12	Wed 5/30/12	0 days
955	1.1.2.12.3.1.1.2.2	Refine Extraction	Wed 5/30/12	Wed 5/30/12	0 days

ID	WBS	Task Name	Start	Finish	Duration
956	**1.1.2.12.3.1.1.3**	**Avatar OE Conversion (None Expected)**	**Wed 5/30/12**	**Wed 5/30/12**	**0 days**
957	1.1.2.12.3.1.1.3.1	Build Extraction Processes	Wed 5/30/12	Wed 5/30/12	0 days
958	1.1.2.12.3.1.1.3.2	Refine Extraction	Wed 5/30/12	Wed 5/30/12	0 days
959	**1.1.2.12.3.1.2**	**Avatar MSO Conversions**	**Wed 5/30/12**	**Wed 8/8/12**	**50 days**
960	1.1.2.12.3.1.2.1	Build Extraction Processes	Wed 5/30/12	Wed 7/25/12	40 days
961	1.1.2.12.3.1.2.2	Refine Extraction	Wed 7/25/12	Wed 8/8/12	10 days
962	**1.1.2.12.3.1.3**	**Connect Suite Conversions (None Expected)**	**Wed 5/30/12**	**Wed 5/30/12**	**0 days**
963	1.1.2.12.3.1.3.1	Build Extraction Processes	Wed 5/30/12	Wed 5/30/12	0 days
964	1.1.2.12.3.1.3.2	Refine Extraction	Wed 5/30/12	Wed 5/30/12	0 days
965	**1.1.2.12.3.2**	**Review Standard Data Conversion Programs for Extracts**	**Wed 5/30/12**	**Wed 6/27/12**	**20 days**
966	1.1.2.12.3.2.1	Avatar CalPM Conversion Loads	Wed 5/30/12	Wed 6/13/12	10 days
967	1.1.2.12.3.2.2	Avatar MSO Conversion Loads	Wed 6/13/12	Wed 6/27/12	10 days
968	**1.1.2.12.3.3**	**Deliver Data Conversion Programs**	**Wed 8/8/12**	**Thu 8/9/12**	**1 day**
969	1.1.2.12.3.3.1	Package Conversion Programs	Wed 8/8/12	Thu 8/9/12	1 day
970	1.1.2.12.3.3.2	Deliver Conversion Programs	Wed 8/8/12	Wed 8/8/12	0 days
971	1.1.2.12.4	**Deliverable 9.2 - Data Conversion Programs - Key Deliverable**	Thu 8/9/12	Thu 8/9/12	0 days
972	**1.1.2.12.5**	**Task 9.3 - Conduct Data Conversion Test**	**Thu 8/16/12**	**Wed 10/17/12**	**44 days**
973	**1.1.2.12.5.1**	**Test Conversion Efforts**	**Thu 8/16/12**	**Wed 10/10/12**	**39 days**
974	**1.1.2.12.5.1.1**	**Avatar EHR Conversions**	**Thu 8/16/12**	**Wed 10/10/12**	**39 days**
975	**1.1.2.12.5.1.1.1**	**Avatar CalPM Conversions**	**Thu 8/16/12**	**Wed 10/10/12**	**39 days**
976	1.1.2.12.5.1.1.1.1	Submit Brief Conversion Test File	Thu 8/16/12	Tue 8/21/12	3 days
977	1.1.2.12.5.1.1.1.2	Test Brief File	Tue 8/21/12	Tue 9/11/12	15 days
978	1.1.2.12.5.1.1.1.3	Submit Full Test File	Tue 9/11/12	Fri 9/14/12	3 days
979	1.1.2.12.5.1.1.1.4	Test Full Test File	Fri 9/14/12	Fri 10/5/12	15 days
980	1.1.2.12.5.1.1.1.5	Approve Test File	Fri 10/5/12	Wed 10/10/12	3 days
981	**1.1.2.12.5.1.1.2**	**Avatar CWS Conversions (None Expected)**	**Thu 8/16/12**	**Thu 8/16/12**	**0 days**
982	1.1.2.12.5.1.1.2.1	Avatar CWS Conversion Tasks	Thu 8/16/12	Thu 8/16/12	0 days
983	**1.1.2.12.5.1.1.3**	**Avatar OE Conversions (None Expected)**	**Thu 8/16/12**	**Thu 8/16/12**	**0 days**
984	1.1.2.12.5.1.1.3.1	Avatar OE Conversion Tasks	Thu 8/16/12	Thu 8/16/12	0 days
985	**1.1.2.12.5.1.2**	**Avatar MSD Conversions**	**Thu 8/16/12**	**Wed 10/10/12**	**39 days**
986	1.1.2.12.5.1.2.1	Submit Brief Conversion Test File	Thu 8/16/12	Tue 8/21/12	3 days
987	1.1.2.12.5.1.2.2	Review Brief File	Tue 8/21/12	Tue 9/11/12	15 days
988	1.1.2.12.5.1.2.3	Submit Full Test File	Tue 9/11/12	Fri 9/14/12	3 days
989	1.1.2.12.5.1.2.4	Review Full Test File	Fri 9/14/12	Fri 10/5/12	15 days
990	1.1.2.12.5.1.2.5	Approve Test File	Fri 10/5/12	Wed 10/10/12	3 days
991	**1.1.2.12.5.1.3**	**Connect Suite Conversions (None Expected)**	**Thu 8/16/12**	**Thu 8/16/12**	**0 days**
992	1.1.2.12.5.1.3.1	Connect Suite Conversion Tasks	Thu 8/16/12	Thu 8/16/12	0 days
993	1.1.2.12.5.2	County's Successful Completion of Data Conversion Tests	Wed 10/10/12	Wed 10/10/12	0 days
994	**1.1.2.12.5.3**	**Testing Report Submission**	**Wed 10/10/12**	**Wed 10/17/12**	**5 days**
995	1.1.2.12.5.3.1	Generate Testing Report Identifying All Deficiencies Detected During Module Testing	Wed 10/10/12	Wed 10/17/12	5 days
996	1.1.2.12.5.3.2	Submit Testing Report to LA County	Wed 10/17/12	Wed 10/17/12	0 days
997	**1.1.2.12.5.4**	**Deficiencies Correction for Data Conversion Testing**	**Thu 8/30/12**	**Thu 10/11/12**	**30 days**
998	1.1.2.12.5.4.1	Correct Remaining Data Conversion Deficiencies	Thu 8/30/12	Thu 10/11/12	30 days
999	1.1.2.12.6	**Deliverable 9.3 - Data Conversion Test - Key Deliverable**	Wed 10/17/12	Wed 10/17/12	0 days
1000	**1.1.2.12.7**	**Task 9.4 - Conduct Conversion**	**Mon 2/25/13**	**Tue 8/13/13**	**121 days**
1001	**1.1.2.12.7.1**	**Production Conversion Efforts**	**Mon 2/25/13**	**Tue 8/13/13**	**121 days**
1002	**1.1.2.12.7.1.1**	**Pilot 1- Conversion Efforts**	**Mon 2/25/13**	**Mon 3/4/13**	**5 days**
1003	**1.1.2.12.7.1.1.1**	**Avatar Cal PM Conversion(s)**	**Mon 2/25/13**	**Mon 3/4/13**	**5 days**
1004	1.1.2.12.7.1.1.1.1	Production Extraction	Mon 2/25/13	Wed 2/27/13	2 days
1005	1.1.2.12.7.1.1.1.2	Process Conversion Data	Wed 2/27/13	Mon 3/4/13	3 days
1006	**1.1.2.12.7.1.1.2**	**Avatar MSO Conversion(s)**	**Mon 2/25/13**	**Mon 3/4/13**	**5 days**
1007	1.1.2.12.7.1.1.2.1	Production Extraction	Mon 2/25/13	Wed 2/27/13	2 days
1008	1.1.2.12.7.1.1.2.2	Process Conversion Data	Wed 2/27/13	Mon 3/4/13	3 days
1009	1.1.2.12.7.1.2	Pilot 1 - Conversion Approval	Mon 3/4/13	Mon 3/4/13	0 days
1010	**1.1.2.12.7.1.3**	**Pilot 2- Conversion Efforts**	**Tue 8/6/13**	**Tue 8/13/13**	**5 days**
1011	**1.1.2.12.7.1.3.1**	**Avatar Cal PM Conversion(s)**	**Tue 8/6/13**	**Tue 8/13/13**	**5 days**
1012	1.1.2.12.7.1.3.1.1	Production Extraction	Tue 8/6/13	Thu 8/8/13	2 days
1013	1.1.2.12.7.1.3.1.2	Process Conversion Data	Thu 8/8/13	Tue 8/13/13	3 days
1014	**1.1.2.12.7.1.3.2**	**Avatar MSO Conversion(s)**	**Tue 8/6/13**	**Tue 8/13/13**	**5 days**
1015	1.1.2.12.7.1.3.2.1	Production Extraction	Tue 8/6/13	Thu 8/8/13	2 days
1016	1.1.2.12.7.1.3.2.2	Process Conversion Data	Thu 8/8/13	Tue 8/13/13	3 days
1017	1.1.2.12.7.1.4	Pilot 2 - Conversion Approval	Tue 8/13/13	Tue 8/13/13	0 days
1018	1.1.2.12.8	**Deliverable 9.4 - Conversion - Key Deliverable**	Tue 8/13/13	Tue 8/13/13	0 days
1019	**1.1.2.13**	**Task 10.0 - System Cutover**	**Wed 1/16/13**	**Mon 10/14/13**	**193 days**

ID	WBS	Task Name	Start	Finish	Duration
1020	**1.1.2.13.1**	**Task 10.1 - Develop System Cutover Plan**	**Wed 1/16/13**	**Wed 3/6/13**	**35 days**
1021	1.1.2.13.1.1	Develop System Cutover Plan	Wed 1/16/13	Wed 2/27/13	30 days
1022	**1.1.2.13.1.2**	**County Plan Review**	**Wed 2/27/13**	**Wed 3/6/13**	**5 days**
1023	1.1.2.13.1.2.1	Provide Written Confirmation to County that Plan is Complete	Wed 2/27/13	Wed 2/27/13	0 days
1024	1.1.2.13.1.2.2	County Reviews System Cutover Plan	Wed 2/27/13	Wed 3/6/13	5 days
1025	1.1.2.13.2	**Deliverable 10.1 - System Cutover Plan**	Wed 3/6/13	Wed 3/6/13	0 days
1026	**1.1.2.13.3**	**Task 10.2 - Pilot Tests**	**Mon 1/21/13**	**Mon 10/14/13**	**190 days**
1027	**1.1.2.13.3.1**	**Pre Pilot 1 - Preparation Activities - Lead by Netsmart**	**Mon 1/21/13**	**Mon 3/4/13**	**30 days**
1028	1.1.2.13.3.1.1	Define Training User Accounts	Mon 1/21/13	Mon 2/4/13	10 days
1029	**1.1.2.13.3.1.2**	**Conduct Module Pilot End User Trainings per Training Plan**	**Mon 1/21/13**	**Mon 3/4/13**	**30 days**
1030	**1.1.2.13.3.1.2.1**	**Avatar EHR Module Pilot End User Training**	**Mon 1/21/13**	**Mon 3/4/13**	**30 days**
1031	1.1.2.13.3.1.2.1.1	Avatar Cal PM Module Pilot End User Training	Mon 1/21/13	Mon 3/4/13	30 days
1032	1.1.2.13.3.1.2.1.2	Avatar CWS Module Pilot End User Training	Mon 1/21/13	Mon 3/4/13	30 days
1033	1.1.2.13.3.1.2.2	Avatar MSO Module Pilot End User Training	Mon 1/21/13	Mon 3/4/13	30 days
1034	**1.1.2.13.3.1.2.3**	**Connect Suite Module Pilot End User Training**	**Mon 1/21/13**	**Mon 3/4/13**	**30 days**
1035	1.1.2.13.3.1.2.3.1	ConsumerConnect Module Pilot End User Training	Mon 1/21/13	Mon 3/4/13	30 days
1036	1.1.2.13.3.1.2.3.2	Provider Connect Module Pilot End User Training	Mon 1/21/13	Mon 3/4/13	30 days
1037	1.1.2.13.3.1.2.3.3	MobileConnect Module Pilot End User Training	Mon 1/21/13	Mon 3/4/13	30 days
1038	1.1.2.13.3.1.3	Define User Accounts	Mon 2/18/13	Mon 3/4/13	10 days
1039	**1.1.2.13.3.2**	**Pilot 1**	**Mon 3/4/13**	**Mon 6/24/13**	**80 days**
1040	**1.1.2.13.3.2.1**	**Initiate Module Go-Live**	**Mon 3/4/13**	**Tue 4/30/13**	**41 days**
1041	**1.1.2.13.3.2.1.1**	**Avatar EHR Go-Live**	**Mon 3/4/13**	**Tue 4/30/13**	**41 days**
1042	1.1.2.13.3.2.1.1.1	Complete Supplemental Conversion Data Entry	Mon 3/4/13	Tue 3/5/13	1 day
1043	1.1.2.13.3.2.1.1.2	On-Site Go-Live Support	Tue 3/5/13	Tue 3/12/13	5 days
1044	1.1.2.13.3.2.1.1.3	Initiate use of Referral	Tue 3/5/13	Tue 3/12/13	5 days
1045	1.1.2.13.3.2.1.1.4	Initiate use of Intake & Closure	Tue 3/5/13	Tue 3/12/13	5 days
1046	1.1.2.13.3.2.1.1.5	Initiate use of Screen & Assessments	Tue 3/5/13	Tue 3/12/13	5 days
1047	1.1.2.13.3.2.1.1.6	Initiate use of Treatment Planner	Tue 3/5/13	Tue 3/12/13	5 days
1048	1.1.2.13.3.2.1.1.7	Initiate use of Progress Notes	Tue 3/5/13	Tue 3/12/13	5 days
1049	1.1.2.13.3.2.1.1.8	Create first batch of "Live" claims	Tue 4/23/13	Fri 4/26/13	3 days
1050	1.1.2.13.3.2.1.1.9	Balance and Close out Monthly Accounting Period	Fri 4/26/13	Tue 4/30/13	2 days
1051	1.1.2.13.3.2.1.1.10	835 Remittance Processing	Fri 4/26/13	Tue 4/30/13	2 days
1052	**1.1.2.13.3.2.1.2**	**Avatar MSO Go-Live**	**Mon 3/4/13**	**Mon 4/22/13**	**35 days**
1053	1.1.2.13.3.2.1.2.1	Process Service Authorizations	Mon 3/4/13	Mon 3/11/13	5 days
1054	1.1.2.13.3.2.1.2.2	Process Claims	Mon 3/11/13	Mon 4/8/13	20 days
1055	1.1.2.13.3.2.1.2.3	Confirm Service Transfer to CalPM for Billing	Mon 4/8/13	Mon 4/22/13	10 days
1056	**1.1.2.13.3.2.1.3**	**Connect Suite - Go-Live**	**Tue 3/12/13**	**Tue 4/2/13**	**15 days**
1057	1.1.2.13.3.2.1.3.1	Initiate use of Mobile Functions on LA County Laptops	Tue 3/12/13	Tue 3/19/13	5 days
1058	1.1.2.13.3.2.1.3.2	Confirm Bi-Directional Synching of data between Application and Laptops	Tue 3/12/13	Tue 3/19/13	5 days
1059	1.1.2.13.3.2.1.3.3	Initiate Use of ConsumerConnect	Tue 3/19/13	Tue 4/2/13	10 days
1060	1.1.2.13.3.2.1.3.4	Initiate Use of ProviderConnect	Tue 3/12/13	Tue 3/26/13	10 days
1061	**1.1.2.13.3.2.2**	**Monitor System Performance**	**Mon 3/4/13**	**Mon 6/24/13**	**80 days**
1062	1.1.2.13.3.2.2.1	Monitor System Performance	Mon 3/4/13	Mon 6/24/13	80 days
1063	1.1.2.13.3.3	Implement Pilot Test 1 "Lesson's Learned"	Tue 5/21/13	Tue 6/18/13	20 days
1064	**1.1.2.13.3.4**	**Pre Pilot 2 - Preparation Activities - Lead by County**	**Tue 7/2/13**	**Tue 8/13/13**	**30 days**
1065	1.1.2.13.3.4.1	Define Training User Accounts	Tue 7/2/13	Tue 7/9/13	5 days
1066	**1.1.2.13.3.4.2**	**Conduct Module End User Trainings per Training Plan**	**Tue 7/2/13**	**Tue 8/13/13**	**30 days**
1067	**1.1.2.13.3.4.2.1**	**Avatar EHR Module End User Training**	**Tue 7/2/13**	**Tue 8/13/13**	**30 days**
1068	1.1.2.13.3.4.2.1.1	Avatar Cal PM Module End User Training	Tue 7/2/13	Tue 8/13/13	30 days
1069	1.1.2.13.3.4.2.1.2	Avatar CWS Module End User Training	Tue 7/2/13	Tue 8/13/13	30 days
1070	1.1.2.13.3.4.2.2	Avatar MSO Module End User Training	Tue 7/2/13	Tue 8/13/13	30 days
1071	**1.1.2.13.3.4.2.3**	**Connect Suite Module End User Training**	**Tue 7/2/13**	**Tue 8/13/13**	**30 days**
1072	1.1.2.13.3.4.2.3.1	ConsumerConnect Module End User Training	Tue 7/2/13	Tue 8/13/13	30 days
1073	1.1.2.13.3.4.2.3.2	Provider Connect Module End User Training	Tue 7/2/13	Tue 8/13/13	30 days
1074	1.1.2.13.3.4.2.3.3	MobileConnect Module End User Training	Tue 7/2/13	Tue 8/13/13	30 days
1075	1.1.2.13.3.4.3	Define User Accounts	Tue 7/30/13	Tue 8/13/13	10 days
1076	**1.1.2.13.3.5**	**Pilot 2**	**Tue 8/13/13**	**Tue 10/8/13**	**40 days**
1077	**1.1.2.13.3.5.1**	**Initiate Module Go-Live**	**Tue 8/13/13**	**Thu 10/3/13**	**37 days**
1078	**1.1.2.13.3.5.1.1**	**Avatar EHR Go-Live**	**Tue 8/13/13**	**Thu 10/3/13**	**37 days**
1079	1.1.2.13.3.5.1.1.1	Complete Supplemental Conversion Data Entry	Tue 8/13/13	Wed 8/14/13	1 day
1080	1.1.2.13.3.5.1.1.2	On-Site Go-Live Support	Wed 8/14/13	Wed 8/21/13	5 days
1081	1.1.2.13.3.5.1.1.3	Initiate use of Referral	Wed 8/14/13	Wed 8/21/13	5 days
1082	1.1.2.13.3.5.1.1.4	Initiate use of Intake & Closure	Wed 8/14/13	Wed 8/21/13	5 days
1083	1.1.2.13.3.5.1.1.5	Initiate use of Screen & Assessments	Wed 8/14/13	Wed 8/21/13	5 days

ID	WBS	Task Name	Start	Finish	Duration
1084	1.1.2.13.3.5.1.1.6	Initiate use of Treatment Planner	Wed 8/14/13	Wed 8/21/13	5 days
1085	1.1.2.13.3.5.1.1.7	Initiate use of Progress Notes	Wed 8/14/13	Wed 8/21/13	5 days
1086	1.1.2.13.3.5.1.1.8	Create first batch of "Live" claims	Wed 9/25/13	Mon 9/30/13	3 days
1087	1.1.2.13.3.5.1.1.9	Balance and Close out Monthly Accounting Period	Mon 9/30/13	Thu 10/3/13	3 days
1088	1.1.2.13.3.5.1.1.10	835 Remittance Processing	Mon 9/30/13	Wed 10/2/13	2 days
1089	**1.1.2.13.3.5.1.2**	**MSO Go-Live**	**Tue 8/13/13**	**Tue 10/1/13**	**35 days**
1090	1.1.2.13.3.5.1.2.1	Process Service Authorizations	Tue 8/13/13	Tue 8/27/13	10 days
1091	1.1.2.13.3.5.1.2.2	Process Claims	Tue 8/27/13	Tue 9/17/13	15 days
1092	1.1.2.13.3.5.1.2.3	Confirm Service Transfer to CalPM for Billing	Tue 9/17/13	Tue 10/1/13	10 days
1093	**1.1.2.13.3.5.1.3**	**Connect Suite - Go-Live**	**Wed 8/21/13**	**Wed 9/11/13**	**15 days**
1094	1.1.2.13.3.5.1.3.1	Initiate use of Mobile Functions on LA County Laptops	Wed 8/21/13	Wed 8/28/13	5 days
1095	1.1.2.13.3.5.1.3.2	Confirm Bi-Directional Synching of data between Application and Laptops	Wed 8/21/13	Wed 8/28/13	5 days
1096	1.1.2.13.3.5.1.3.3	Initiate Use of ConsumerConnect	Wed 8/28/13	Wed 9/11/13	10 days
1097	1.1.2.13.3.5.1.3.4	Initiate Use of ProviderConnect	Wed 8/21/13	Wed 9/4/13	10 days
1098	**1.1.2.13.3.5.2**	**Monitor System Performance**	**Tue 8/13/13**	**Tue 10/8/13**	**40 days**
1099	1.1.2.13.3.5.2.1	Monitor System Performance	Tue 8/13/13	Tue 10/8/13	40 days
1100	1.1.2.13.3.6	Implement Pilot Test 2 "Lesson's Learned"	Wed 9/25/13	Mon 10/14/13	13 days
1101	1.1.2.13.4	**Deliverable 10.2 - Pilot Tests**	Mon 10/14/13	Mon 10/14/13	0 days
1102	**1.1.2.13.5**	**Task 10.3 Final System Acceptance**	**Tue 7/2/13**	**Tue 7/9/13**	**5 days**
1103	1.1.2.13.5.1	Final System Acceptance - County Review	Tue 7/2/13	Tue 7/9/13	5 days
1104	1.1.2.13.6	**Deliverable 10.3 - Final System Acceptance - Key Deliverable**	Tue 7/9/13	Tue 7/9/13	0 days
1105	**2**	**Los Angeles County IBHIS System Close-out**	**Fri 4/14/23**	**Fri 9/27/24**	**381 days**
1106	2.1	County Notification of Close-Out Activities	Fri 4/14/23	Thu 9/28/23	120 days
1107	**2.2**	**Task 11.0 - System Close-Out / Shut Down**	**Fri 9/29/23**	**Fri 9/27/24**	**261 days**
1108	2.2.1	**Deliverable 11.1 - Close-out-plan**	Fri 9/29/23	Fri 9/27/24	261 days
1109	2.2.2	**Deliverable 11.2 - Data Files**	Fri 9/29/23	Fri 9/27/24	261 days
1110	2.2.3	**Deliverable 11.3 - Claims Run-Out Services**	Fri 9/29/23	Fri 9/27/24	261 days
1111	2.2.4	**Deliverable 11.4 - Audit Requests**	Mon 7/8/24	Fri 9/27/24	60 days

EXHIBIT F

[INTENTIONALLY OMITTED]

EXHIBIT G

EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AND COPYRIGHT ASSIGNMENT AGREEMENT

EXHIBIT G

EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County. Work cannot begin on the Agreement until this document has been executed.)

Contractor Name: _____

Agreement No.: _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above (the "Contractor") has entered into a contract (the "County Agreement") with the County of Los Angeles (the "County") to provide certain services to the County. The County requires your signature on this Contractor's Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement (the "Agreement").

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the County Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the County Agreement.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County by virtue of my performance of work under the County Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any contract or other arrangement between any person or entity and the County.

I understand and agree that I may be required to undergo one or more background and security investigation(s) administered by my employer or by the County. Such investigations may consist of credit, criminal, and/or motor vehicle record checks. I understand that to the extent consistent with applicable federal and state laws, I will not be able to work under the County Agreement if I have any felony convictions or outstanding warrants. I further understand that I may not work under the County Agreement if I have been convicted of a misdemeanor within the last five (5) years, or convicted of multiple misdemeanors prior to the last five (5) years. I understand and agree that my continued performance of work under the County Agreement is contingent upon my passing any and all such investigations to the satisfaction of the County as well as to my employer. I understand and agree that my failure to pass any such investigation shall result in my immediate release from performance under the County Agreement and/or any future contract with the County.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County and, if so, I understand that I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning property, health, criminal, voting and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this Agreement as a condition of my work to be provided by my employer for the County. I have read this Agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any Confidential Information (as defined below), or other data or information obtained in connection with my work pursuant to the above-referenced County Agreement between my employer and the County. I agree to forward all requests for the release of any data or information received by me in connection herewith to my immediate supervisor.

I agree to keep confidential all property, health, criminal, voting and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, as well as all design concepts, algorithms, programs, formats, documentation, Contractor proprietary information provided in connection with the County Agreement, third party information or information disclosed by County that Contractor or County treats as confidential, any information embodied in or relating to the Works (as defined below), and all other original materials produced, created, obtained or provided to or by me under or in connection with the County Agreement (collectively, "Confidential Information"). I agree to protect such Confidential Information against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment or otherwise in connection with this Agreement, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this Agreement by myself and/or by any other person of whom I become aware. I agree to return all materials embodying or containing Confidential Information to my immediate supervisor upon completion of work under the County Agreement, the termination of this Agreement, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT AGREEMENT:

As used in this Agreement, "Works" means (a) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the County Agreement, (b) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's or County's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (c) any part or aspect of any of the foregoing.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a "work made for hire," I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, create derivative works of, publish, distribute, sublicense, publicly perform and communicate, display, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor (including but not limited to the County) may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor, including but not limited to executing any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for my United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights, with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's or the County's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that violation or threatened violation of this Agreement may cause irreparable harm to County, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action, and that the County may furthermore seek all possible legal and equitable redress against me with respect to any such violation or threatened violation, including, without limitation, injunctive relief, without the posting of bond or other security.

Signature: _____ Date: _____

Printed Name: _____

Position: _____

EXHIBIT H

CONTRACTOR'S EEO CERTIFICATION

EXHIBIT H

CONTRACTOR'S EEO CERTIFICATION

Contractor Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

		YES	NO
1.	Contractor has written policy statement prohibiting discrimination in all phases of employment.	☐	☐
2.	Contractor periodically conducts a self-analysis or utilization analysis of its work force.	☐	☐
3.	Contractor has a system for determining if its employment practices are discriminatory against protected groups.	☐	☐
4.	When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal or timetables.	☐	☐

Authorized Official's Printed Name: _____

Title: _____

Authorized Official's ***Signature***: _____

Date: _____

EXHIBIT I

[INTENTIONALLY OMITTED]

EXHIBIT J

FORM OF CHANGE NOTICE

EXHIBIT J

FORM OF CHANGE NOTICE

Capitalized terms used in this Change Notice, without definition, have the meanings given to such terms in that certain **Agreement No. [ ]** (Agreement).

REQUESTOR INFORMATION:

Request Date: _____ Control No.: _____

Requested By: _____

Change Notice Amount: _____

FOR DMH USE ONLY

JUSTIFICATION FOR APPROVAL:

Pursuant to the applicable Section(s) of Paragraph 6 (Change Notices and Amendments) of the Agreement:

County's Project Director ***Signature:*** _____

Date: _____

County's Project Manager ***Signature:*** _____

Date: _____

County's Chief Information Officer ***Signature:*** _____

Date: _____

Director of Mental Health ***Signature:*** _____

Date: _____

CHANGE NOTICE INFORMATION FROM REQUESTOR:

Requestor must include all information as set forth in Paragraph 6.12 of this Agreement, as follows:

1. Detailed functional and technical description of the Work to be performed.

_____

2. "Not to Exceed" Price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion and payment schedule and estimated personnel hours for completion of Work

_____

3. If applicable, Pool Dollars to be utilized by such Change Notice and the amount of Pool Dollars available under the Agreement, both before and after giving effect to such Change Notice

_____

4. Related Tasks, Subtasks, and Deliverables

_____

5. Description and itemized cost of any applicable hardware, software, and other materials required to complete the requested Work (also included, for avoidance of doubt, in Item No. 2)

_____

6. Description and calculation of cost savings if requested Change Notice is accepted by County

_____

7. Final delivery date for completed Work

_____

8. As applicable, proposed revised Detail Work Plan, incorporating any changes to the Tasks, Subtasks and Deliverables or their completion schedules

_____

This certifies that the above-requested Work is outside the scope of Work required of Contractor under this Agreement in order for Contractor to deliver the System.

Contractor's Project Director ***Signature:*** _____

Date: _____

Requestor shall submit the Change Notice to County's Project Manager. At that time, County's Project Manager will assign a control number so that the Change Notice can be tracked to completion. All outstanding Change Notices will be reviewed on a regular basis by County's Project Director.

EXHIBIT K

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

EXHIBIT K

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address) ____	TRANSMITTAL DATE ____
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE	CONTRACT NUMBER ____

FROM:	TO:
_____ Contractor's Project Manager (Signature Required)	_____ County's Project Director

Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto, to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of all completion criteria applicable to such Tasks and Deliverables, and County's approval thereof. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Specifications as defined in the Agreement, including any applicable Change Notices. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.

TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Detailed Work Plan or applicable Change Notice)	DELIVERABLES (including Deliverable numbers as set forth in the Detailed Work Plan or applicable Change Notice)

COMMENTS: ____

Attached hereto is a copy of all supporting documentation required pursuant to the Agreement, including any additional documentation reasonably requested by County.

COUNTY ACCEPTANCE:

NAME _____ SIGNATURE _____ DATE _____
County's Project Director

NAME _____ SIGNATURE _____ DATE _____
County's Project Manager

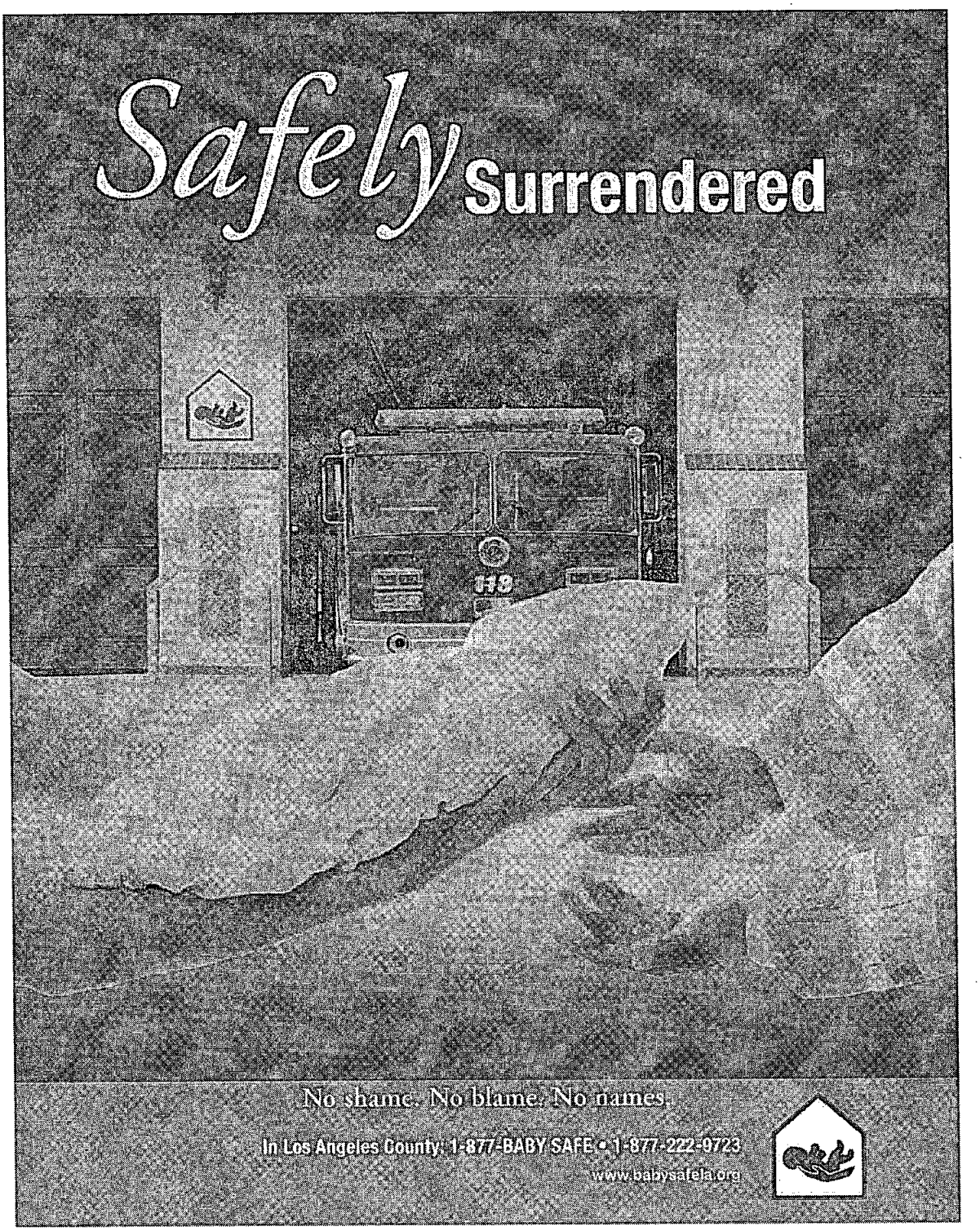
Distribution: Original - Financial Services
Copy 1 - Contractor
Copy 2 - County's Project Manager
Copy 3 - Master Contract File

EXHIBIT L

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org


Safely surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1-877-BABY-SAFE (1-877-222-9723)
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

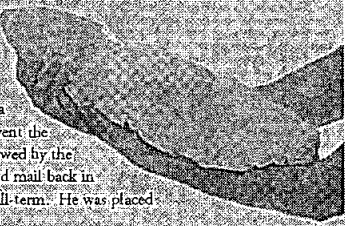
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

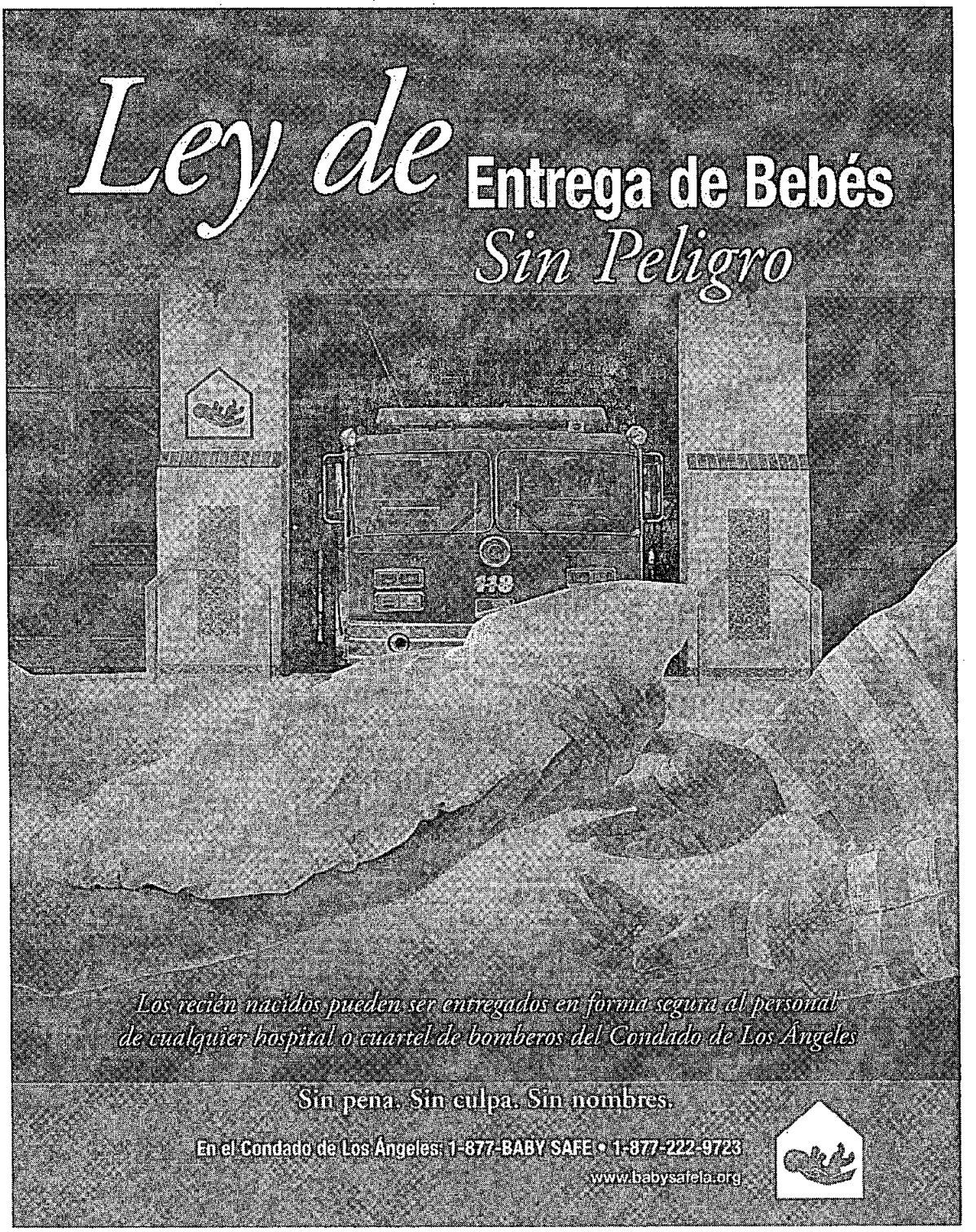
Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE o 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Ángeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

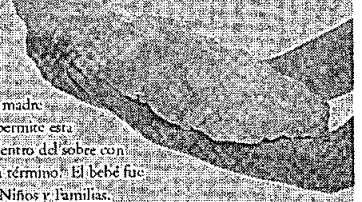
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adultos hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT M

BUSINESS ASSOCIATE AGREEMENT

EXHIBIT M

BUSINESS ASSOCIATE AGREEMENT

Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of

participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

1.13 "Services" has the same meaning as in the body of this Agreement.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would

have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by a telephone call to 1-562- 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of

Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

EXHIBIT N

COUNTY OF LOS ANGELES

POLICY ON DOING BUSINESS WITH SMALL BUSINESS

EXHIBIT N

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

EXHIBIT O

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

EXHIBIT P

IRS NOTICE 1015

EXHIBIT P

IRS NOTICE 1015

Department of the Treasury
Internal Revenue Service

Notice 1015
(Rev. December 2010)
Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2010 are less than $48,362 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?
You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040FZ.

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of $829, he or she must file a 2010 tax return to get the $829 refund.

Can My Employees Get Advance EIC Payments?
After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
Cat. No. 20599I

EXHIBIT Q

DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE

EXHIBIT Q

TITLE 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE

Sections:

2.202.010 Findings and declarations.
2.202.020 Definitions.
2.202.030 Determination of contractor non-responsibility.
2.202.040 Debarment of contractors.
2.202.050 Pre-emption.
2.202.060 Severability.

2.202.010 Findings and declarations.

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence.

After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

(1) The actual or potential harm or impact that results or may result from the wrongdoing.
(2) The frequency and/or number of incidents and/or duration of the wrongdoing.
(3) Whether there is a pattern or prior history of wrongdoing.
(4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.

(5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
(6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
(7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
(9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
(10) Whether the wrongdoing was pervasive within a contractor's organization.
(11) The positions held by the individuals involved in the wrongdoing.
(12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
(17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any

existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

EXHIBIT R

BACKGROUND AND RESOURCES:

CALIFORNIA CHARITIES REGULATION

EXHIBIT R

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, **http://caag.state.ca.us/** , contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§

999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: **http://caag.state.ca.us/charities/statutes.htm**.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 **http://www.cnmsocal.org/**., and statewide, the California Association of Nonprofits, **http://www.canonprofits.org/**. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Exhibit R is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

EXHIBIT S

JURY SERVICE ORDINANCE

EXHIBIT S

JURY SERVICE ORDINANCE
TITLE 2 ADMINISTRATION CHAPTER 2.203.010 THROUGH 2.203.090

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28,2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have

and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT T

THREE-PARTY ESCROW SERVICE AGREEMENT

[The document entitled Three-Party Escrow Service Agreement, made and entered into [DATE], by and between Netsmart Technologies, Inc., and by County of Los Angeles Department of Mental Health, and by Iron Mountain Intellectual Property Management, Inc., together with all Exhibits and Attachments thereto, is incorporated by reference as Exhibit T (Three-Party Escrow Service Agreement)]

EXHIBIT U

COUNTY'S REQUEST FOR PROPOSALS (RFP) FOR AN INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM (IBHIS)

[Incorporated by Reference]

EXHIBIT V

CONTRACTOR'S PROPOSAL

[Contractor's Proposal for an Integrated Behavioral Health Information System, dated February 18, 2010, is incorporated herein by reference.]

ATTACHMENT II

INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM (IBHIS)

CONTRACT SUM

(THE AGREEMENT IS OVER AN ELEVEN YEAR PERIOD)

Category		Total Cost
Implementation Services		
System Software:		
Baseline Application Software		$12,101,777
Third Party		$177,190
System Training		$647,688
Professional Services:		
Interfaces		$227,970
Fixed Price Professional Services		$7,475,908
Establish Hosting Environment		$4,004,750
	Subtotal	$24,635,283
Fixed One-Time Set-Up Fee		$3,504,428
Maintenance and Support Services		$31,262,340
Hosting Services		$30,084,500
Contractor's On-Site Transitional Application Administrator		$170,544
Peripheral Hardware		$3,320
Pool Dollars		$3,656,378
	TOTAL CONTRACT SUM	**$93,316,793**

PINK (1)

BA FORM 09/09

ATTACHMENT III

BOARD OF SUPERVISORS OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 435

DEPARTMENT OF MENTAL HEALTH

September 22, 2011

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

~~FY~~ FY 2011-12 (2nd)

4 - VOTES

SOURCES

Mental Health Services Act-Prop 63
BT1-3047
Des for Budget Uncertainties $13,097,000
Cancel Designation

Department of Mental Health
A01-MH-96-9911-20500
Transfers In $13,097,000
Increase Revenue

SOURCES TOTAL: $ 26,194,000

USES

Mental Health Services Act-Prop 63
BT1-MH-6100-41189
Other Financing Uses $13,097,000
Increase Appropriation

Department of Mental Health
A01-MH-2000-20500
Services & Supplies $13,097,000
Increase Appropriation

USES TOTAL: $ $26,194,000

JUSTIFICATION

This adjustment is requested to increase appropriation Services and Supplies (S&S) to provide spending authority to further implement Mental Health Services Act (MHSA) Technological Needs (TN) for an Integrated Behavioral Health Information System (IBHIS). This appropriation increase is fully funded by the State Mental Health Services Act - Proposition 63 revenue which has been set aside in Designation for Budgetary Uncertainties. There is no impact on net County cost.

Margo Morales

AUTHORIZED SIGNATURE Margo Morales, Administrative Deputy

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ---

☐ ACTION

☑ RECOMMENDATION

AUDITOR-CONTROLLER

BY Karen Shikuma

B.A. NO. 023

September 28, 20 11

☑ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

Sept. 28, 20 11

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

ATTACHMENT IV

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS
GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

March 30, 2011

TO: Each Supervisor

FROM: Marvin J. Southard, D.S.W.
Director of Mental Health

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO ENTER INTO SOLE SOURCE SERVICE AGREEMENT NEGOTIATIONS WITH NETSMART TECHNOLOGIES, INC., FOR HOSTING SERVICES (BOARD ORDER #30 – FEBRUARY 3, 2009)**

This memo is to comply with the Board of Supervisors' Policy Manual, Section 5.100, Sole Source Contracts, by notifying your Board of the Department of Mental Health's (DMH or Department) intention to enter into sole source service agreement negotiations for the provision of system hosting services with Netsmart Technologies, Inc. (Netsmart), which is the selected Proposer under the Integrated Behavioral Health Information System (IBHIS) Request for Proposals (RFP) #DMH-1109B2.

BACKGROUND

On November 18, 2009, an RFP was released to acquire a commercially available off-the-shelf (COTS) integrated software application. Under the IBHIS RFP, IBHIS would be hosted by the Internal Services Department (ISD) with a high degree of reliability and data integrity (also known as "High Availability").

On September 15, 2010, DMH entered into negotiations with Netsmart. DMH and ISD discussed the hosting environment required to support the IBHIS. As DMH's understanding of what was currently available to support its need for a high level of reliability backed up by a robust business continuity plan grew, concern increased that upon finalization of the agreement, ISD may not be able to deliver a fully functional hosting solution in time for a reliable start of the IBHIS implementation. DMH, as a matter of due diligence, began exploring its options for hosting IBHIS.

JUSTIFICATION

The majority of ISD's expertise lies with hosting administrative systems, which is not the same as hosting an Electronic Health Record (EHR) system, no matter how complex administrative systems may be. The security and privacy requirements, as well as the very high level reliability requirements, associated with an EHR system call for a different kind of expertise and decision making guided by an understanding of the impact of IBHIS on the delivery of healthcare services.

DMH verified Netsmart's track record of success in contractual and service level obligations in hosting systems for other behavioral health service delivery organizations through reference checks and conducted site visits to Netsmart's primary and business continuity data centers to verify security, privacy, and environmental processes using evaluation criteria from Gartner Group. DMH was able to confirm that Netsmart provides high quality, cost-effective, well managed, highly available, and scalable application hosting services and concluded that hosting services provided by Netsmart present the greatest likelihood of a timely and successful IBHIS implementation.

The key decision points to host IBHIS with Netsmart are as follows:

- Business continuity services at the level required for IBHIS are not currently available through ISD. Netsmart has a primary and a business continuity data center optimized for running their specific EHR system. In the event of a failure at the primary data center, Netsmart's service agreement assures the switch to fully redundant hardware and software at the business continuity data center would take no more than one (1) hour.
    - IBHIS business continuity services requirements include High Availability for the primary data center and High Availability for the business continuity data center as a "Hot Site." A Hot Site means that if the primary data center becomes unavailable, EHR processing transfers to the business continuity data center in a matter of minutes with loss of data limited to only those transactions that had not been committed at the time of failure.

- Infrastructure for High Availability for an EHR system, including High Availability at the business continuity data center, is not currently available through ISD. Although it could be made available, ISD may not be able to deliver the necessary improvements for a timely and reliable start for the IBHIS implementation.

- Hosting IBHIS with Netsmart will eliminate any confusion as to where the responsibility lies when a problem arises (e.g., software, hardware, or network problems). In this case, Netsmart will be responsible for both the software and operational environment.

- Netsmart's hosting option comes with the added advantages of an enforceable service agreement that provides price and performance guarantees, including penalties if Netsmart fails to meet contractual service levels; neither of which are the case with ISD's solution.

- Netsmart's hosting solution is available at a cost comparable to that of ISD's hosting solution.

- Netsmart's application specific knowledge all but eliminates any learning curve for getting the application software installed, configured, and optimized in the hosting environment so that IBHIS is available for the project team to begin implementation activities.

- To gain early user acceptance, it is critically important that the IBHIS implementation has a successful and reliable start. Netsmart hosting is the best option for achieving and continuing that experience.

- Recommendations obtained from Gartner Group for Health Delivery Organizations preferred deployment model and evaluation criteria confirm the Department's selection of Netsmart's hosting solution.

Taking into account the obligation for DMH to coordinate care with the Department of Health Services and other healthcare providers under the California Medi-Cal Uninsured Care 1115 Waiver, and comply with the Board motion dated February 3, 2009, to have IBHIS interface effectively, using national standards where they are available, with other County information systems and to support Strategy 4 (Data Sharing) of Goal 4 (Health and Mental Health) of the County's Strategic Plan through integration projects, it is imperative that DMH obtain an EHR system and appropriate hosting solution as soon as possible. As noted by Gartner Group "One of the most compelling reasons for considering remote hosting is when the IT department cannot easily or affordably meet performance and availability requirements for mission-critical system – particularly those that surround the clinical workflow."[1]

NOTIFICATION TIMELINE

Unless otherwise instructed by your Board within two (2) weeks, DMH will proceed to negotiate a sole source service agreement for hosting services with Netsmart. The negotiated service agreement will be incorporated into the resultant IBHIS Agreement that will be brought to your Board for approval.

If you have any questions or need additional information, please contact me at (213) 738-4601, or your staff may contact Robert Greenless, Ph.D., DMH Chief Information Officer, at (213) 251-6481.

MJS:RK:MM:RG

c: Executive Officer, Board of Supervisors
County Counsel
Chief Executive Officer
Sheila Shima, CEO
David Chittenden, ISD
Robert Greenless, Ph.D.
Henry Balta, County CIO
Margo Morales

[1] *Hype Cycle for Healthcare Provider Applications and Systems, 2010*, Gartner Research Group, Gartner Research ID Number: G00205364, Publication Date: 27 July 2010, Page 56. The complete publication may be accessed by Gartner subscribers at https://www.gartner.com/login/ using the Research ID Number above.

REVIEWED BY:

Richard Sanchez — Date
Chief Information Officer

NoticeInt/HostingSolution/v14
(03/30/11)

ATTACHMENT V

SOLE SOURCE CHECKLIST

Netsmart/Integrated Behavioral Health Information System (IBHIS)

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
√	➢ Only one bona fide source for the service exists; performance and price competition are not available. Netsmart has the expertise and knowledge to deliver a hosting solution for an Electronic Health Record (EHR) system in a behavioral health environment. They provide a high level of reliability backed up by the robust business continuity solution required for the Integrated Behavioral Health Information System (IBHIS) at a price that is competitive with County internal hosting. No other source of hosting services can combine high-availability hosting, a physically separate and very robust business continuity data center, and Netsmart's specific knowledge of the Netsmart EHR product. Netsmart provides the infrastructure at the level needed for IBHIS and uses well documented policies and procedures. The primary data center and business continuity data center site are certified under the Statement on Auditing Standards No. 70 (SAS 70) Type II. Netsmart's use of the International Organization of Standardization (ISO) 27001 network security compliance model brings information security under explicit management control. Their business continuity data center site has connectivity through four (4) different telecommunication carriers from three (3) different directions, thereby establishing a true business continuity environment that is beyond what ISD is currently able to provide. It is in the overall best interest of the County to use this hosting option given that Netsmart's comprehensive hosting environment is optimized for the delivery of healthcare services and competitively priced.
√	➢ Quick action is required (emergency situation). During contract negotiations, it became clear that given what was currently available in the County to support system high availability backed up by a robust business continuity plan, the County would not be able to deliver a fully functional hosting solution upon finalization of the agreement and in time for a reliable start of the IBHIS implementation. In contrast, Netsmart's service agreement assures the County that a fully functional hosting solution is delivered in time for a reliable start of the IBHIS implementation. In addition, Netsmart's application specific knowledge all but eliminates the learning curve for getting the application software installed, configured, and optimized in the hosting environment, thus enabling the project team to begin implementation activities as soon as possible. The Internal Services Department (ISD), the only potential data center services provider in the County, is primarily experienced with County administrative information systems. There is a wide gap between running

	administrative systems and hosting an EHR system, no matter how complex administrative systems may be. The security, privacy, and high reliability requirements associated with an EHR system require specialized expertise. Decision making must also be guided by an understanding of the impact of EHR system downtime on the delivery of healthcare services.
	➢ Proposals have been solicited but no satisfactory proposals were received. Not applicable.
	➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider. Not applicable.
	➢ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives. Not applicable.
√	➢ It is in the best interest of the County e.g., administrative cost savings, excessive learning curve for a new service provider, etc. Netsmart's hosting solution provides several advantages that are in the best interest of the County: • The cost of Netsmart's hosting solution is competitive with both other commercial hosting solutions and County internal hosting cost projections. • Netsmart's hosting option comes with the added advantages of an enforceable service level agreement that will provide price and performance guarantees, including penalties if Netsmart fails to meet contractual service levels. • Netsmart will be responsible for the software, hardware, and operational environment, which means hosting IBHIS with them will eliminate any confusion as to where the responsibility lies when a problem arises (e.g., software, hardware, or network problems). This, in turn, will decrease the amount of time and resources that the Department of Mental Health (DMH) will need to allocate to help resolve system issues, as well as decrease the length of system downtime and impact to end users. Hosting within the County or any vendor not familiar with the Netsmart application would entail a long learning curve that would inevitably slow down the implementation of IBHIS. Slowing down the implementation of IBHIS carries the following risks: • DMH could miss an opportunity to accrue "meaningful use" payments under the American Recovery and Reinvestment Act (ARRA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) that could amount to $12 Million over six (6) years.

	• DMH could be exposed to penalties if it has not achieved meaningful use of an EHR by 2014. • DMH would be delayed in its participation in the Los Angeles Network for Enhanced Services (LANES) and the County Enterprise Master Person Index (EMPI). • Coordination of care across DMH and between DMH and physical health partners under the California Medi-Cal Uninsured Care 1115 Waiver (1115 Waiver) may be compromised until IBHIS is fully implemented. This could have both quality of care and financial implications. • Any substantial delay due to hosting learning curve carries the risk of pushing the DMH implementation past the term of the current Sierra Systems agreement. This could require an additional amendment to the agreement and additional expenditure of funds intended to support IBHIS.
√	➢ Other reason. Please explain: • On March 30, 2011, your Board was notified of DMH's intent to enter into sole source service agreement negotiations with Netsmart for hosting services.

Sheila Shima,
Deputy Chief Executive Officer

9/25/14
Date