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April 04, 2017

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:

**APPROVAL TO EXECUTE A SOLE SOURCE AGREEMENT WITH  
NETSMART TECHNOLOGIES, INC. FOR A SUBSTANCE USE DISORDER  
MANAGED CARE INFORMATION SYSTEM  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

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

**SUBJECT**

Approval of delegated authority to the Director of the Health Agency to execute a sole source Agreement with Netsmart Technologies, Inc., for the provision of a Substance Use Disorder Managed Care Information System for Substance Abuse Prevention Control, and to amend the Agreement for various contractual actions.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Health Agency Director (Director), or his designee, to execute a sole source Agreement with Netsmart Technologies, Inc. (Netsmart), for the provision of a Substance Use Disorder (SUD) Managed Care Information System (System or Sage), effective upon execution, for an initial term of ten (10) years, with an option to extend the term of the Agreement for five (5) additional one-year periods, with a Maximum Agreement Sum not to exceed \$49.2 million, which includes \$12.2 million for Pool Dollars, for the entire term of the Agreement, including the optional

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

28 April 4, 2017

LORI GLASGOW  
EXECUTIVE OFFICER

extensions.

2. Delegate authority to the Director, or his designee, to approve and execute: (a) Change Notices to the Agreement for: (i) alterations to the project schedule; and (ii) changes that do not require any additional costs or expenses or that do not otherwise materially affect any term or condition of the Agreement; and (b) Change Orders or Amendments using Pool Dollars included as part of the Maximum Agreement Sum to acquire Optional Work, provided the amounts payable under such Change Orders or Amendments do not exceed the available amount of Pool Dollars.

3. Delegate authority to the Director, or his designee, to: (a) issue written notice(s) of partial or total termination of the Agreement for convenience without further action by the County Board of Supervisors (Board); and (b) execute Amendments to the Agreement to: (i) add, delete, and/or change certain terms and conditions as mandated by Federal or State law or regulation, Los Angeles County (County) policy, the Board and/or Chief Executive Office (CEO); (ii) reallocate the components comprising the Maximum Agreement Sum; (iii) reduce the Services and the Maximum Agreement Sum; (iv) extend the term of the Agreement; (v) assign and delegate the Agreement, resulting from acquisitions, mergers, or other changes in ownership; (vi) approve Cost of Living Adjustments (COLAs) requested by Netsmart for the optional extensions, at the Director's discretion, limited to the fixed hourly rates for professional services and recurring maintenance and support fees, with any such COLAs, consistent with the Board's COLA policy, with all actions subject to prior review and approval by County Counsel, and as applicable, the Chief Information Office (CIO), with notice to the Board and CEO, for actions (b)(iii), (b)(iv), and (b)(vi).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

#### Background:

Under the Health Agency, Substance Abuse Prevention and Control (SAPC) currently operates a contracted provider network throughout the County, comprised of approximately 150 community-based prevention and treatment organizations and 350 provider sites. On an annual basis, SAPC's provider network serves approximately 50,000 SUD clients.

SAPC submitted its implementation plan on February 11, 2016, to the California Department of Health Care Services (State) and the Centers for Medicaid and Medicare Services (CMS) to participate in the Drug Medi-Cal Organized Delivery System (DMC-ODS) Waiver. On July 27, 2016, the State and CMS approved the County's DMC-ODS implementation plan with one year to implement all components of the plan. The DMC-ODS is a five-year demonstration project that will provide State and Federal funding to enable SAPC to transform into a managed care health plan for specialty SUD services and support a fuller continuum of SUD services for Medi-Cal beneficiaries. These benefits, which are in addition to presently available outpatient, intensive inpatient, and opioid treatment programs, comprise case management, medication-assisted treatment, recovery support services, residential treatment, and withdrawal management. In essence, SAPC will be required to operate as a managed care entity and its system of care will become a specialty health system for SUDs, comparable to the County's specialty mental health system, which also operates in a managed care environment.

The range of new services is expected to significantly improve health outcomes and generate overall cost savings to the County's safety net health care delivery system, particularly through greater coordination of services and treatment. Most importantly, enhanced services will improve the quality of life for SUD clients, their families, and the communities they reside in.

Participation in DMC-ODS requires SAPC and its provider network to pursue rapid and dramatic information technology (IT) and clinical infrastructure improvements. These improvements include the acquisition of an IT system capable of performing DMC-ODS mandated requirements; the use of specific care management guidelines; quality improvement and utilization management processes; standardized clinical assessments for rapid referrals into medically necessary levels of care; integration with the County's mental health and physical health systems; and compilation and reporting of clinical performance and outcomes data for ongoing quality improvement and program evaluation.

#### Recommendations:

Approval of the first recommendation will allow the Director of the Health Agency to execute an Agreement, substantially similar to Exhibit I, with Netsmart, for an initial term of ten (10) years, with an option to extend the Agreement for five (5) additional optional one-year extensions. The Agreement will provide for a two-phased implementation of a System that encompasses all key milestones (i.e., completion of project initiation, complete design, complete build, complete test, productive use of phases 1 and 2, and final acceptance), as well as recurring fees for licensing, subscription, hosting, maintenance and support services, managed services, and optional work.

Approval of the second recommendation will enable the Director of the Health Agency to amend the Agreement via Change Notices and Change Orders, as set forth in the Agreement. Change Notices are for alterations to the project schedule and for changes that do not require any additional costs or expenses or that do not affect any term of or condition of the Agreement. Change Orders are for the acquisition of optional work within the allocated Pool Dollars amount included within the Maximum Agreement Sum. This includes work in the form of professional services, new software, and/or increases to the Agreement's user-based pricing elements, which include payments for use reconciliation, and are intended to capture incremental fee increases that may arise through expanded usage or consumption of the System.

Approval of the third recommendation will allow the Health Agency Director to execute Amendments to the Agreement to add, delete, and/or change certain terms and conditions, as required under Federal or State law or regulation, County policy, Board and/or CEO; execute Amendments to reallocate the cost components comprising the Maximum Agreement Sum; issue notices of partial or full termination for convenience; execute amendments to reduce the Agreement's scope of services and the Maximum Agreement Sum; and execute amendments for assignment and delegations resulting from acquisitions, mergers, or other changes in ownership, as necessary. This recommendation also delegates authority to amend the Agreement to exercise the five (5) optional one-year term extensions. The County's standard COLA provision was added to the Agreement during negotiations. In accordance with Board Policy No. 5.070, Multi-Year Services Contract Cost of Living Adjustments, the County, upon a future request from Netsmart, would have the discretion to grant a COLA increase to the fixed hourly rates for professional services and recurring maintenance and support fees as specified in the Agreement. The Department negotiated fixed recurring fees for the duration of the Initial Term, meaning that Netsmart may not request a COLA for these fees until the beginning of the first optional extension in April 2027. Similarly, Netsmart may not request a COLA for the fixed hourly rate for professional services until the beginning of the first optional extension. The COLA will not be automatic and is further limited to the lesser of movement in County

salaries or any increase in the Consumer Price Index of the Department of Labor Bureau of Labor Statistics. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted.

#### Scope of the Proposed System:

The System, called Sage, will provide both SAPC and contracted providers with the requisite technology platform to comply with DMC-ODS requirements and integrate client data from providers throughout SAPC's network. Sage is a web-based commercial off-the-shelf system designed for SUD prevention and treatment services. Sage's core components will enable SAPC and its community-based providers to perform critical clinical workflows (e.g., screening, intake, admission, and discharge), managed care functions (utilization management, including authorizations and referrals), administrative, billing, contract management, and real-time data collection functionalities.

Adoption of the System will significantly improve continuity of care for SUD clients by introducing a standardized and unified approach to documenting, maintaining and accessing client treatment records (e.g., demographic, encounter, and service data) across SAPC's provider network. The System also complies with regulatory requirements governing confidentiality of substance use treatment information, and satisfies mandatory government reporting requirements, including those required for DMC-ODS participation.

Sage will also enable SAPC to assume additional oversight responsibilities to ensure the integrity of the SUD treatment network and effectiveness of providers' treatment of clients. For instance, DMC-ODS requires SAPC to preauthorize residential treatment requests within 24 hours and ensure that this level of care is clinically appropriate, and to reauthorize residential treatment when needed beyond an initial 90 days. In addition, SAPC must conduct ongoing quality improvement review of client treatment plans, and periodically evaluate provider clinical performance to improve service quality. The System will facilitate SAPC's ability to expand oversight of its provider network by providing the necessary tools to securely exchange information, gather and collect data metrics, and implement and administer key elements of DMC-ODS, with the goal of driving toward value-based and outcomes-based decision-making.

The System's versatile data analytics platform will provide greater visibility into key performance indicators (clinical, financial and operational) to inform SAPC's policy and program planning activities. Sage's flexibility extends to reporting and dashboard functionality, which can be tailored to track a wide variety of data elements. Furthermore, Sage will support essential administrative functions, including fiscal compliance, billing, and contractor performance and monitoring, all of which are currently performed by two internally developed systems.

Sage supports industry interoperability standards and has the ability to interface with other electronic health records, such as the Online Real-time Centralized Health Information Database (ORCHID). Further due diligence will be performed after Sage is implemented and fulfills its primary goal supporting the DMC-ODS Waiver to determine the best method of connecting Sage and ORCHID. This may be accomplished through either a direct interface, or through a health information exchange (Los Angeles Network for Enhanced Services; LANES). There will be limitations on the substance abuse information Sage may share due to 42 C.F.R. Part 2, but Sage and the clinicians using it can benefit from the medical information contributed by ORCHID.

#### **Implementation of Strategic Plan Goals**

The recommended actions support Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, specifically Objective I.2.3, Integrate Substance Use Disorder Treatment Services, and Strategy III.2, Embrace Digital Government for the Benefit of Customers and Communities.

### **FISCAL IMPACT/FINANCING**

The Maximum Agreement Sum with Netsmart is \$49.2 million, which includes \$12.2 million in Pool Dollars for Optional Work. The costs will be 100 percent offset by State Realignment funds.

Funding is included in DPH's FY 2016-17 Final Adopted Budget and will be included in future Fiscal Years, as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended Agreement contains all of the Board's required provisions. The Agreement may be terminated for convenience by the County upon 30 days' prior written notice. Netsmart may, under limited circumstances, terminate the Agreement for cause, if the County materially breaches its license and does not cure such breach or fails to correct such breach within sixty (60) days.

In accordance with the Board's directive to engage outside counsel for information technology agreements exceeding \$5 million, County Counsel retained the law firm of Foley & Lardner, LLP, to assist in the negotiation of this Agreement. Accordingly, Foley & Lardner, in conjunction with County Counsel, reviewed the Agreement. Additionally, in accordance with the Board's policy, County Counsel has separately submitted to the Board a privileged memorandum which analyzes the negotiated Agreement.

County Counsel has approved Exhibit I as to form. The Chief Information Officer (CIO) concurs with the Department's recommendation and that office's analysis is attached (Attachment A).

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement and it is exempt from Proposition A (County Code Chapter 2.121).

### **CONTRACTING PROCESS**

On May 25, 2016, DPH advised the Board of its intent to enter in sole source negotiations with Focused E-Health Innovation Systems, Inc. (FEI) in accordance with Board Policy No. 5.100. At the time, FEI was determined to be the only vendor that could supply an IT solution that would permit SAPC to meet the DMC-ODS Waiver requirements within the implementation timeframe and be compliant with 42 C.F.R. Part 2. As part of that initial determination, DPH considered the DHS ORCHID, Department of Mental Health (DMH) Integrated Behavioral Health Information System, which is also a Netsmart solution; and eConsult, and a non-electronic paper-based system. None of the existing three Health Agency systems was determined to be feasible for supporting SUD's clinical and operational needs. A paper-based system was determined not to be a viable short-term or long-term solution, given the increased data collection and reporting requirements, and the inefficiencies resulting from manual human intervention.

As part of an ongoing discovery process, the Health Agency received new information that Netsmart

had a System that was fully compliant with regulations governing the confidentiality of substance abuse treatment information (i.e., 42 C.F.R. Part 2) while capable of meeting all the DMC-ODS Waiver requirements within the implementation timeline. After weeks of vetting the Netsmart solution and its user interfaces for providers and County users, and scrutinizing the solution's security and other critical features, and Netsmart's role as an important Health Agency contractor, SAPC, DHS, and the Health Agency Chief Information Officer (CIO) determined that it would be in the best interest of the County to contract with Netsmart. On February 3, 2017, the Health Agency advised the Board of its intent to enter into contract negotiations with Netsmart (Attachment B).

Attachment C is the sole source checklist in compliance with Board Policy 5.100.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will enable SAPC to meet the requirements of the DMC-ODS Waiver in a timely manner, successfully implement enhancements in the SUD service delivery system offered by the DMC-ODS Waiver, and benefit from the anticipated system-wide savings and service improvements resulting from increased access and quality of SUD services for the County's Medi-Cal beneficiaries.

Respectfully submitted,



Mitchell H. Katz, M.D.  
Director

Reviewed by:



PETER LOO  
Acting Chief Information Officer

MHK:PL:jl

Enclosures

- c: Chief Executive Officer
- County Counsel
- Executive Officer, Board of Supervisors
- Department of Public Health



PETER LOO  
ACTING CHIEF INFORMATION OFFICER

Office of the CIO  
**CIO Analysis**

NUMBER: <b>CA 17-05</b>	DATE: 3/21/2017
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**APPROVAL TO EXECUTE A SOLE SOURCE AGREEMENT WITH NETSMART TECHNOLOGIES, INC., FOR A SUBSTANCE USE DISORDER MANAGED CARE INFORMATION SYSTEM**

RECOMMENDATION:

- Approve                       Approve with modification                       Disapprove

CONTRACT TYPE:

- New contract     Sole Source  
 Amendment to Contract #:     Other: Describe contract type.

CONTRACT COMPONENTS:

- Software     Hardware  
 Telecommunications     Professional Services  
 3<sup>rd</sup>-Party Hosting Services

SUMMARY:

Department Executive Sponsor: Mitchell H. Katz, M.D. - Health Agency Director

Description: Authorize the Health Agency Director to execute a sole source agreement with Netsmart Technologies, Inc. (Agreement) for a Substance Use Disorder (SUD) Managed Care Information System (Sage) for ten (10) years with the option to extend for five (5) additional years with a Maximum Contract Sum, and delegated authority to execute Amendments, Change Notices, and Change Orders to the Agreement, including use of Pool Dollars.

- Contract amount **\$49,161,655**     Funding source: State Realignment Funds  
 Legislative or regulatory mandate     Subvened/Grant funded

**Strategic and business analysis**

PROJECT GOALS AND OBJECTIVES:

The primary Project objectives are:

**Enhanced system of care and range of services:**

Substance Abuse and Prevention Control (SAPC) operates a largely contracted network of community-based providers throughout the County. Sage will be used by SAPC in its participation in Drug Medi-Cal Organized Delivery System (DMC-ODS), a five-year demonstration project that will provide State and federal funding to enable SAPC to establish an organized system of care for substance use, and provide a more elaborate range of SUD benefits and services for Medi-Cal beneficiaries.

**Transformation in clinical/ IT network providers with improved alignment within healthcare providers:**

DMC-ODS participation entails a rapid transformation of SAPC and its providers' IT and clinical infrastructure. SAPC anticipates further expansion of the client population as well as provider networks and has done some estimates on those. Sage will integrate and automate interactions between physical and behavioral health providers. This integration will help facilitate enhanced care coordination between County health departments in order to improve care and optimize its utilization of healthcare resources.

**BUSINESS DRIVERS:**

The primary business drivers for this decision are based on the need for:

1. **Transition from a paper-based system of SUD care to an electronic system of care:** Moving to an electronic system of care will allow SUD services to better integrate into mainstream healthcare by automating DMC-ODS activities, such as utilization management, complaints/grievances and appeals processes, claims processing, care coordination within the SUD system, and with other health systems.
2. **Meeting the DMC-ODS Waiver requirements to participate in this opportunity to significantly enhance SUD services and health outcomes in Los Angeles County (LAC):** Implementing Sage will enable LAC to meet the State and federal requirements of the DMC-ODS Waiver, and provides for an opportunity to use Medicaid dollars to better fund SUD services.
3. **Billing efficiency:** Processing claims electronically will optimize accuracy and efficiency in the processing of claims generated in the DMC system of care.
4. **Time efficiency:** Sage will maximize productivity, increase accountability, and establish standardization across similar workflows.
5. **Data analytics:** Sage allows for the collection of data that will be used to inform individual, clinic level, and systems level policies and procedures, and ultimately support the provision of data-driven services to facilitate health outcome optimization.

**PROJECT ORGANIZATION:**

Wesley Ford, MA, MPH, the Health Agency's Deputy Director for Health Promotion will be the County's Project Director. Gary Tsai, MD, FAPA, FASAM, the Medical Director and Science Officer for SAPC will be the County's Project Manager. Kevin Lynch, the Health Agency's CIO and



APPROVAL TO EXECUTE A SOLE SOURCE AGREEMENT WITH NETSMART TECHNOLOGIES, INC.  
FOR A SUBSTANCE USE DISORDER MANAGED CARE INFORMATION SYSTEM

Jim Green, Department of Public Health’s (DPH) CIO, will also provide IT oversight. The Health Agency has established a strong governance structure comprised of clinical, technical, operational, and administrative experts that worked effectively throughout the procurement and contract negotiation process. The team will transition to project governance for system design and implementation phases.

PERFORMANCE METRICS:

The Agreement is fixed-price with defined payment deliverables and includes a Service Level Agreement that defines the system performance requirements for supporting business operations.

STRATEGIC AND BUSINESS ALIGNMENT:

The recommended actions support Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, specifically Objective I.2.3, Integrate Substance Use Disorder Treatment Services, and Strategy III.2, Embrace Digital Government for the Benefit of Customers and Communities.

PROJECT APPROACH:

The implementation project has two implementation phases:

Phase 1: Implementation of core modules required for launch of DMC-ODS Waiver by August 2017.

- Clinical Modules – Includes assessment tools and documentation, such as treatment plans and progress notes.
- Service and Bed Availability Tool (SBAT) Portal – Dashboard of available SUD service providers.
- Authorization and Utilization Management – Authorization of services, such as residential treatment services.
- Billing – Automates Medi-Cal claims processing.
- Data Collection – Collects State and federally required data elements, as well a clinical data that will be used to facilitate data-driven policy and program planning.
- Complaints/Grievances and Appeals – Allows providers and patients the ability to submit complaints/grievances and appeals for decisions rendered by SAPC staff.

Phase 2: Implementation of enhanced modules by December 2017.

- Integration of the SBAT – Integrate SBAT with Sage.
- Integration of the eContract Monitoring Tool – Electronic contract monitoring tool to optimize efficiency and workflow, and ensure that providers are adhering to contract requirements.
- Medi-Cal Eligibility Verification – Integrates functionality to allow providers to check Medi-Cal eligibility.

ALTERNATIVES ANALYZED:

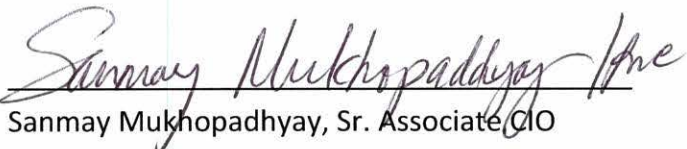

APPROVAL TO EXECUTE A SOLE SOURCE AGREEMENT WITH NETSMART TECHNOLOGIES, INC.  
FOR A SUBSTANCE USE DISORDER MANAGED CARE INFORMATION SYSTEM

	<p><b>ALTERNATIVES ANALYZED:</b></p> <p>Alternative vendors that were analyzed include: Focused eHealth Innovations Systems, Inc. (FEI, Inc.), Online Real-time Centralized Health Information Database (ORCHID), eConsult, and Sage. ORCHID does not currently have a system to accommodate SUD service delivery and is not compliant with the confidentiality regulations for SUD [42 CFR Part 2]; eConsult is not a fully functioning electronic health record (EHR) and not compliant with the confidentiality regulations for SUD [42 CFR Part 2]. The DHS and SAPC IT and subject matter experts evaluated both, FEI’s and Sage solutions (functionality, security, provider interface, and other critical features), and determined that there are clear advantages to using Sage.</p> <p>Netsmart had much more experience with large implementations; their training services were in house and not outsourced and they agreed to a faster implementation schedule. They also had enhanced billing, analytics and decision-making tools and Medi-Cal eligibility verification.</p>
<p><b>Technical analysis</b></p>	<p><b>ANALYSIS OF PROPOSED IT SOLUTION:</b></p> <p><b>Solution</b></p> <p>Sage is a web-enabled certified EHR and practice management solution created specifically for the behavioral health industry. Sage coordinates treatment schedules and charts, measures key performance indicators, checks eligibility, grants and tracks authorizations for care, tracks claims, pays claims, and monitors system performance status.</p> <p><b>Application and Database</b></p> <p>Netsmart’s EHR system was written using a combination of Java (for the front end) and Intersystem Caché Objects (for data classes/storage, routines and Web services). Netsmart development utilizes a wide range of tools with the most frequent being Net Beans and Caché Studio.</p> <p><b>Hosting</b></p> <p>Sage will be hosted by the Netsmart Plexus Cloud secure hosting service in the company’s SSAE16-certified, ISO 27001/27002-compliant data center. Data stored within the Netsmart Plexus Cloud highly secure environment is regularly backed up and replicated for the highest level of data security.</p> <p>The Netsmart Plexus Cloud includes a highly available N+2 primary data center which is located in Kansas City, MO and a fully redundant secondary data center which is located in Columbus, OH over 500 miles from the primary site. No data is stored outside the United States.</p>

APPROVAL TO EXECUTE A SOLE SOURCE AGREEMENT WITH NETSMART TECHNOLOGIES, INC.  
 FOR A SUBSTANCE USE DISORDER MANAGED CARE INFORMATION SYSTEM

<b>Financial Analysis</b>	<b>BUDGET:</b>	
	<u>One-time Costs:</u>	
	Licenses [1]	\$1,881,799
	Professional (implementation) Services	\$5,173,946
	<b>Total one-time costs</b>	<b>\$7,055,745</b>
	<u>Ongoing Costs:</u>	
	Initial Support Term (Years 1-10)	
	Maintenance and Support [2]	\$1,759,836
	Subscription [3]	\$12,912,410
	Hosting [4]	\$2,765,679
	Managed Services [5]	\$3,565,800
	<b>Total Years 1-10</b>	<b>\$21,003,725</b>
	Optional Five Year Term (Years 11-15)	
	Maintenance and Support [2]	\$910,260
	Subscription [3]	\$6,599,460
Hosting [4]	\$1,394,460	
<b>Total Optional Years 11-15</b>	<b>\$8,904,180</b>	
<b>Pool Dollars [6]</b>	<b>\$12,198,005</b>	
<b>Maximum Agreement Sum</b>	<b>\$49, 161,655</b>	
<b>Footnotes:</b>		
[1] Includes one-time license fees for SUD-MCIS solution and third party product licenses (Crystal Reports Developer and Lexmark Document Capture). This one-time cost covers Phase 1 and Phase 2. This project includes some customized coding for SUD-MCIS in Phase II.		
[2] Ongoing maintenance and support services for SUD-MCIS and third party products (Crystal Reports Developer and Lexmark Document Capture).		
[3] Ongoing term license subscriptions for SUD-MCIS, ProviderConnect, CareConnect, CarePathways KPI, MyLearning, and third party subscriptions (i.e., Diagnostic Content, ASAM CONTINUUM, ASAM Triage assessment tools).		
[4] Ongoing hosting and network security services for Netsmart solution.		
[5] Managed services for 24 months following Phase 2 Acceptance for release management services, levels 1 and 2 help desk support, and subscription to instructor-assisted online training for SAPC providers.		

APPROVAL TO EXECUTE A SOLE SOURCE AGREEMENT WITH NETSMART TECHNOLOGIES, INC.  
FOR A SUBSTANCE USE DISORDER MANAGED CARE INFORMATION SYSTEM

	<p>[6] Allocation of Pool Dollars to accommodate potential changes to SUD services and benefits, and to be used for use reconciliation and any other Optional Work and Professional Services (e.g., training services, extension of managed services, new software).</p>
<p><b>Risk Analysis</b></p>	<p><b>RISK MITIGATION:</b></p> <p>CIO maintains that this is a very aggressive timeline with the planned implementation of the first phase by August 2017 and completion of the second phase by December 2017. The Health Agency has established a governance team to oversee and manage the implementation of SUD-MCIS.</p> <p>The Chief Information Security Officer (CISO) and the Health Agency's Information Security Officers have reviewed the Agreement and did not identify any significant IT security risks or privacy related issues.</p>
<p><b>CIO Approval</b></p>	<p><b>PREPARED BY:</b></p> <p>  <u>Sanmay Mukhopadhyay, Sr. Associate CIO</u>      <u>3/21/17</u>  Date</p> <hr/> <p><b>APPROVED:</b></p> <p>  <u>Peter Loo, Acting Chief Information Officer</u>      <u>3/21/17</u>  Date</p>

Please contact the Office of the CIO (213.253.5600 or [info@cio.lacounty.gov](mailto:info@cio.lacounty.gov)) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>



February 3, 2017

**Los Angeles County  
Board of Supervisors**

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First District

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**TO:** Supervisor Mark Ridley-Thomas, Chair  
Supervisor Hilda L. Solis  
Supervisor Sheila Kuehl  
Supervisor Janice Hahn  
Supervisor Kathryn Barger

**FROM:** Mitchell H. Katz, M.D.  
Director

**SUBJECT** NOTIFICATION OF CONTRACT NEGOTIATIONS  
WITH NETSMART TECHNOLOGIES, INC

**Mitchell H. Katz, M.D.**  
Director, Health Agency

**Jonathan E. Sherin, M.D., Ph.D.**  
Director, Department of Mental Health

**Cynthia A Harding, M.P.H.**  
Interim Director, Department of Public Health

On May 25, 2016 the Department of Public Health (DPH) notified the Board, in accordance with revised Board Policy 5.100, that it intended to begin sole source contract negotiations with Focused eHealth Innovations Systems, Inc. (FEI) to implement a Substance Use Disorder (SUD) Managed Care Information System for programs administered by DPH-Substance Abuse Prevention and Control (SAPC).

At that time, FEI was determined to be the only provider that was able to supply a software solution that would permit SAPC to meet all of the Drug Medi-Cal Organized Delivery System (DMC-ODS) waiver requirements, i.e., treatment authorizations, case management, referrals across the delivery system, billing invoices, and specialized security requirements of 42 CFR Part 2. In the past two months, DPH-SAPC, in collaboration with Department of Health Service's (DHS) Chief Information Officer, as part of an ongoing discovery process, found that Netsmart has a product that is fully compliant with 42 CFR Part 2, as well as possessing the other technology capabilities needed to meet the DMC-ODS waiver requirements. Now that Netsmart is fully compliant with 42 CFR Part 2, and given that Netsmart is already an important health information technology (IT) vendor for Los Angeles County (County), our SAPC- DPH and DHS IT teams have determined that pursuing contract negotiations with Netsmart would be in the County's best interest.

This potential change in pursuing a contract with Netsmart, rather than FEI Inc., comes after weeks of vetting the Netsmart substance use disorder IT system, scrutinizing its security features, its provider interface, and all other critical features. Following this vetting process,

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*"The mission of the Los Angeles County Health Agency is to improve health and wellness across Los Angeles County through effective, integrated, comprehensive, culturally appropriate services, programs, and policies that promote healthy people living in healthy communities."*



Each Supervisor  
February 3, 2017  
Page 2

our IT and subject matter experts have determined there are clear advantages to using Netsmart as our IT solution for the DMC-ODS waiver. Although the potential for a vendor change at this time could jeopardize the original target date for DMC Waiver implementation, we do not feel the delay will be significant or material. We are still targeting a go-live implementation date on or around July 1, 2017. A Board letter requesting approval of an agreement with Netsmart will be submitted to the Board for approval in March 2017.

Please consider this memo as notification of our intention to enter into contract negotiations with Netsmart as we attempt to negotiate a strong contract that will well position DPH-SAPC and its more than 250 community treatment providers to deliver much needed, high quality, and integrated SUD services to LAC residents. Higher provider reimbursement rates, expansion of the County's SUD provider network, and availability of a fuller continuum of drug treatment services made possible under the DMC-ODS waiver will significantly improve the health status of individuals suffering from SUDs, as well as those suffering from co-occurring mental and physical health conditions. These improved health outcomes will ultimately determine the success of the Waiver.

Thank you for your ongoing support and attention to the implementation of the DMC-ODS waiver. If you have questions, please let me know, or your staff may contact Wesley Ford at 626-299-4101.

MHK:mg

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

## SOLE SOURCE CHECKLIST

Check (✓)	<p align="center"><b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b></p> <p align="center"><b>Identify applicable justification and provide documentation for each checked item.</b></p>
	<p>➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an "Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</p>
	<p>➤ Compliance with applicable statutory and/or regulatory provisions.</p>
X	<p>➤ Compliance with State and/or federal programmatic requirements.</p> <p>Netsmart's solution will provide the functionality (largely out-of-the-box), infrastructure, and efficiencies necessary for the Substance Abuse Prevention and Control (SAPC) to meet the federal and state requirements of the Drug Medi-Cal Organized Delivery System (DMC-ODS) Waiver, which transforms SAPC into a managed care health plan for specialty substance use disorder (SUD) services. Required elements of the DMC-ODS Waiver include: federal and state required data reporting metrics, assessments based on the American Society of Addiction Medicine (ASAM) to ensure that patients are placed in the most appropriate level of SUD care; efficient service authorizations to ensure access to critical SUD services such as residential treatment; coordination of care with other health providers (e.g., physical and mental health providers); and effective contract monitoring to ensure that providers are meeting quality and contract requirements, including the use of at least two evidence-based practices.</p>
	<p>➤ Services provided by other public or County-related entities.</p>
X	<p>➤ Services are needed to address an emergent or related time-sensitive need.</p> <p>Netsmart is best positioned to meet the DMC-ODS Waiver requirements within the County's abbreviated implementation timeframe of approximately four months. A timely launch of the DMC-ODS Waiver will provide significant state and federal funding for expanded SUD benefits and services for Medi-Cal beneficiaries and will require a rapid transformation of SAPC's IT and clinical infrastructure. Netsmart's solution complies with DMC-ODS Waiver requirements and ensures greater alignment with other County systems given that Netsmart is the Department of Mental Health's (DMH) electronic health record (EHR) vendor. This greater alignment will help facilitate enhanced care coordination to improve care and optimize the utilization of healthcare resources.</p> <p>As an existing vendor that implemented an IT solution for DMH's largely contracted provider network, Netsmart will not face the learning curve that a new IT vendor would. Netsmart also possesses additional service offerings and the necessary resources and capacity to implement the solution and train SAPC's end users in a timely manner. Finally, due to the maturity of the Netsmart solution, the implementation will require a minimal number of external interfaces, which will reduce implementation risks.</p>
	<p>➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.</p>
	<p>➤ 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.</p>
	<p>➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.</p>
	<p>➤ It is more cost-effective to obtain services by exercising an option under an existing contract.</p>
	<p>➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.</p>

*Matthew Mc...*

Chief Executive Office

*3/21/17*

Date



**AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
NETSMART TECHNOLOGIES, INC.  
FOR  
SUBSTANCE USE DISORDER  
MANAGED CARE INFORMATION SYSTEM  
(SUD-MCIS) SOLUTION**

AGREEMENT NUMBER HA-707157

April 4, 2017



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## Exhibits

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**AGREEMENT BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
NETSMART TECHNOLOGIES, INC.  
FOR  
SUBSTANCE USE DISORDER MANAGED CARE INFORMATION SYSTEM  
(SUD-MCIS) SOLUTION**

This Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution (“**Agreement**”) is made and entered into this fourth (4<sup>th</sup>) day of April, 2017 by and between the County of Los Angeles (“**County**”) and Netsmart Technologies, Inc. (“**Contractor**”), a Delaware corporation, with its principal place of business at 4950 College Boulevard, Overland Park, Kansas 66211 (each of County and Netsmart a “**Party**” and together the “**Parties**”). When used herein, the term “Agreement” includes the body of this Agreement and any Statement(s) of Work (“**SOW**”) entered into by the Parties hereunder and such other exhibits (“**Exhibit(s)**”), attachments (“**Attachment(s)**”), schedules (“**Schedule(s)**”) appended to this Agreement and additional documents that the Parties identify and agree to incorporate herein by reference. In the event of a conflict between the body of this Agreement and any SOW, Exhibit, Attachment, Schedule, or incorporated material, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits in the order of priority set forth in Section 2.0 (Interpretation) below.

## RECITALS

WHEREAS, the County of Los Angeles Health Agency's Substance Abuse Prevention and Control (SAPC) program leads and facilitates the delivery of a full spectrum of prevention, treatment, and recovery support services proven to reduce the impact of substance use, abuse, and addiction in Los Angeles County; and

WHEREAS, the County hopes to achieve the requirements of the Drug Medi-Cal Organized Delivery System waiver by providing the necessary data and reports to monitor the flow of patients throughout the continuum of care, and to ensure that patients are enrolled in the best level of care as they move through the treatment continuum; and to facilitate the coordination of substance abuse treatment services for patients; and

WHEREAS, the Health Agency desires to use a technology solution and related services to manage the information to capture required patient data and performance metrics, demographic and encounter information, billing claims and supporting documentation, and maintain a historical record of provided treatment; and

WHEREAS, the County may contract with private businesses for a managed care information system and related services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing a SUD-MCIS and related services to meet the aforementioned requirements and functionality; and

WHEREAS, the Contractor warrants that it possesses the necessary special skills, experience, knowledge, technical competence and sufficient staffing to perform under this Agreement; and

WHEREAS, the Contractor agrees to furnish the managed care information system and related services and technical support subject to the terms of the Agreement; and

WHEREAS, County is authorized by California Government Code Section 31000 to contract for goods and services, including the services contemplated herein.

NOW THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein), and the mutual covenants and agreements contained herein, and for good and valuable consideration, the Parties agree to the following:

### **1.0 APPLICABLE DOCUMENTS**

All Exhibits, Statements of Work, Attachments, and Schedules that are referenced herein and appended hereto, or are signed by the Parties on or after the date of this Agreement and by their express terms are to be part of this Agreement, are hereby incorporated by reference. The Exhibits, Statements of Work, Attachments, and Schedules set forth in the Exhibit list above are attached hereto and incorporated herein.

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the Parties, and supersedes all previous agreements, written and oral,

and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 15.0 (Changes to Agreement) and signed by both Parties.

## **2.0 INTERPRETATION**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. 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, goods, service, or other Service, or otherwise, between or among any of the body of this Agreement (for purposes of determining conflicts between parts of this Agreement, Exhibit N (Additional Hosting Services Terms and Conditions) shall be deemed to be part of the body of this Agreement), Statements of Work, Exhibits, Attachments, and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Statements of Work, Exhibits, Attachments, and Schedules according to the following descending priority:

- (i) Exhibit L (Glossary);
- (ii) Exhibit A (Statement of Work);
- (iii) Exhibit B (Service Level Agreement);
- (iv) Exhibit C (Payment Schedule);
- (v) All other Exhibits, Attachments and Schedules.

When an industry standard or commonly referenced business process (such as HL7 protocols, SAS 70 Type II audits or ISO-17799 standards) referenced in this Agreement, is succeeded by a differently named or numbered standard or process, that successor standard or process is incorporated herein as if it were referenced by its new name or number in this Agreement. For example, references in this Agreement to SAS 70 shall be read as references to SSAE 16, upon its effective date and replacement of SAS 70.

## **3.0 LICENSED SOFTWARE AND INTELLECTUAL PROPERTY**

### **3.1 License**

#### **3.1.1 License Grant**

Subject to the provisions of Section 3.3 (Ownership), Contractor hereby grants to County a perpetual (except where the license is explicitly identified as not being perpetual in Exhibit C.6 (Detailed Pricing Summary) and subject to termination as provided in Section 10.7 (Termination by Contractor)), irrevocable, non-exclusive, royalty-free, fully paid license to use the Licensed Software and Work Product, including any related Documentation (“**License**”), by all Users in accordance with the scope set forth in Section 3.1.3 (Scope of License) and subject to any restrictions that may be specified herein.

#### **3.1.2 License Term**

The License granted under this Agreement shall commence upon the earlier of the delivery of a first Implemented Software component to County or the Effective Date and shall continue in perpetuity and without regard to the end of the term of this Agreement, unless otherwise specified herein.

### 3.1.3 Scope of License

Subject to the terms and conditions of this Agreement, the License granted by Contractor under this Agreement provides County and Providers, including Contracted Agencies, with the following rights:

1. To use, distribute, archive, test, develop, support, copy, install, access, interface with other software, operate, run and execute the Licensed Software in the System environment on an unlimited number of computers, servers, local area networks and wide area networks, including web connections, by an unlimited number of Users (subject to the terms of Exhibit C (Payment Schedule)) for the business of the County and use by Providers in connection with the business of the County, including Contracted Agencies, including in connection with treatment services and/or transfer of data relating to such treatment services, as provided in the Agreement. It is understood that County will not resell to third parties not providing services to, or involved in the business of, the County. It is understood by the Parties that, in accordance with the terms of this Agreement, County may choose to use as many or as few of the Licensed Software modules or functions (including Developed Modules and New Software) as it may desire and may add or eliminate such modules or functions from its implementation of the Licensed Software at any time.
2. To have access to, use, configure (using only those tools that are provided by or through Contractor), and use the Source Code as permitted in Section 3.6 (Source Code).
3. During the term of this Agreement, to be entitled to receive from Contractor Revisions at no additional cost to County (except as expressly provided in Exhibit C (Payment Schedule)).
4. To use, configure, copy and display the Documentation provided to Users for training and instruction, including but not limited to System and user manuals, either in hard copy or electronic form, as necessary or appropriate for County to enjoy and exercise fully the rights granted under this Agreement and the License.
5. To permit access to the Licensed Software and the Documentation to County and Contracted Agencies.

Without limitation of the above, County's business purposes and activities will also include making the Solution available to County

users, other healthcare providers, other healthcare facilities, federal, State, and local agencies, business partners, and joint partner authorities in which County is a participant and other collaborative efforts, such as a community health information exchange (HIE) to facilitate the use and the expansion of the System.

#### 3.1.4 Documentation

At no additional charge to County, Contractor shall provide or make available to County all Documentation and other written instructions relating to the Licensed Software and the System as is available to other Contractor clients, including all Documentation created for training and is reasonably necessary for County and Providers, including Contracted Agencies, to use and take advantage of the full functionality of the Licensed Software

In addition to the Documentation for Licensed Software, Contractor may, during the term of the Agreement, produce other Documentation for all Licensed Software. Such Documentation will be supplied to County by Contractor in a form accessible to County (electronic or hard copy form). Such Documentation may be updated periodically by Contractor, at no additional cost to County, as upgrades, revisions or other material changes or modifications are made to the Licensed Software, with such updates also to be provided in electronic or hard copy formats.

County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County personnel or County designees and users of the Solution, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to County's and users' use of the Solution as permitted in this Agreement, and all copyright and trademark notices, if any, are reproduced thereon. Contractor shall provide or make available to County all Documentation in electronic form.

### **3.2 Revisions**

#### 3.2.1 Software Updates

Contractor may from time to time make material Revisions to the Licensed Software, including Software Updates provided pursuant to Exhibit B (Service Level Agreement). In the event of such Revisions, unless otherwise specified in and in addition to the provisions of Exhibit B (Service Level Agreement) with respect to Software Updates, (a) the Revision of the Licensed Software will include at least the functionality, level or quality of services that County previously received and shall continue to comply with all of the requirements of this Agreement, including all System Requirements, and (b) County shall be provided, at least sixty (60) days in advance of any such changes, written notice

and a demonstration of such changes. If such advanced demonstration reveals material adverse effects on functionality or operation of the Licensed Software and/or the Solution, including, but not limited to, a failure to comply with the requirements of this Agreement, or compatibility with County's technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then County may in its sole discretion reject such changes, and remain on the current Revision of the Licensed Software and continue to receive Maintenance and Support Services as required hereunder for the remainder of the term of the Agreement. County shall be entitled to withhold payment for Maintenance and Support Services pending demonstrated correction of the issues identified. During the Agreement Term, County shall receive access to all new Revisions of the Licensed Software that Contractor makes available to its other licensees without additional charge as provided in this Section 3.2 (Revisions) within thirty (30) days after their general availability. Notwithstanding the foregoing, Contractor represents, warrants, covenants and agrees that throughout the term of this Agreement Contractor shall provide Maintenance and Support Services for the current version of Licensed Software and the most recent prior two (2) Version Releases.

#### 3.2.2 Replacement Products

During the Initial Term of this Agreement, all Revisions (including Displaced Products and Renamed Products) shall be provided to County at no additional charge beyond the fees payable hereunder for Maintenance and Support Services, regardless of whether Contractor charges other customers for such Revisions. During the term of this Agreement, if (a) the Licensed Software is displaced in Contractor's product line by another product ("**Displaced Product**") or (b) a product containing substantially similar functionality to the Licensed Software is distributed by Contractor, under a different trade or service name, even if the renamed product contains additional features, functionality, or other capabilities ("**Renamed Product**"), (each also a "**Replacement Product**") then County shall receive each such Displaced Product or Renamed Product as a Revision.

#### 3.2.3 New Software

From time to time during the term of this Agreement, Contractor may, at its sole discretion, inform County of the existence of New Software. County shall have, at its sole discretion, the option to license such New Software in accordance with the terms contained herein. Terms as to the cost and implementation of the New Software shall be set forth in an applicable Statement of Work.

### 3.3 Ownership

### 3.3.1 System Environment

The Party providing Hosting Services shall own (or have the right to operate for the purposes of this Agreement) all System environment components, including any System hardware and operating software, as may be specified in Exhibit A.3 (System Architecture).

### 3.3.2 Licensed Software

All Licensed Software provided by Contractor to County pursuant to this Agreement, including Developed Modules, New Software, Revisions, and any Third Party Products, and related Documentation, is and shall remain the property of Contractor or any rightful third party owner.

### 3.3.3 Developed Modules

1. County shall retain all right, title and interest in and to the Developed Modules Requirements. County grants to Contractor a limited, fully paid-up, non-exclusive right and license to reproduce, perform, display, and transmit the Developed Modules Requirements solely to the extent necessary to make the Developed Modules. The foregoing license is subject to revocation only in the event of (a) a material breach by Contractor to deliver the Developed Modules in accordance with the applicable Change Order, Amendment, or this Agreement; and/or (b) a material breach by Contractor of the license provided herein.
2. Upon incorporation into the Licensed Software, County transfers and Contractor shall own all right, title, and interest, including all intellectual property rights, in and to all Developed Modules and Developed Modules Requirements. In the event Contractor obtains a patent with regard to Developed Modules, Contractor shall not assert any claim of infringement of such patent against County, its affiliates, and their respective customers with regard to the Developed Modules.
3. Contractor hereby grants to County a perpetual (subject to termination as provided in Section 10.7 (Termination by Contractor)), irrevocable, fully paid up, royalty free, transferable, sub-licensable to the extent authorized under this Agreement, non-exclusive right and license to use, , and otherwise fully exploit in connection with County's business, the Developed Modules, including for County's transition to a different vendor for services similar to those provided by Contractor under this Agreement and, upon termination or expiration, as necessary to prepare derivative works, provided that the Developed Modules are not separately commercially exploited by County.

### 3.4 Proprietary Considerations

#### 3.4.1 Background Intellectual Property

Contractor retains all right, title and interest in and to any such Background Intellectual Property (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for County to realize the benefits of the Licensed Software or Services, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable to the extent authorized under this Agreement, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to County in connection with this Agreement, and provided further that the Background Intellectual Property is not separately commercially exploited by County.

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

1. Any disclosure of any such materials which County is required to make under the California Public Records Act or otherwise by law; or
2. Except as to the Licensed Software or Contractor provided Specifications, any disclosure of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

#### 3.4.2 Work Product

Unless otherwise specifically provided in an agreement between County and Contractor, all Work Product is the sole and exclusive property of Contractor, and Contractor retains all rights, title and interest, including intellectual property rights and all other rights, in the Work Product. Contractor may use such Work Product for internal purposes as well as for other clients so long as Contractor does not use any Confidential Information belonging to County or otherwise breach this Agreement. However, to the extent Work Product constitutes or is incorporated into any Deliverables or Services or needed for the use of the Deliverables or Services, Contractor hereby grants to County a perpetual (subject to termination as provided in Section 10.7 (Termination by Contractor)), irrevocable, fully paid up, royalty free, transferrable, sub-licensable to the extent authorized under this Agreement,, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Work Product, provided that the Work Product is not separately commercially exploited by County.



### 3.4.3 Other Proprietary Rights

1. Contractor represents and warrants that it has the full right and authority to license the Licensed Software, including any Revisions, New Software, or Developed Modules, and all Documentation, for use by County and Providers, including Contracted Agencies, in connection with such Licensed Software.
2. The Licensed Software, and all Documentation, is protected by applicable copyright, patent, trademark or trade secret laws. County acknowledges that Licensor and/or any co-creator of the Licensed Software, as applicable and in accordance with this Agreement, own all right, title and interest in and to the Licensed Software.
3. County agrees to take any reasonable steps necessary to protect the proprietary rights of Contractor and to avoid the infringement, direct or indirect, of such rights and to ensure that all of its employees, contractors, officers and agents using the Licensed Software are familiar with and abide by the terms and conditions of this Agreement.
4. Should use of the Source Code involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Contractor has an interest, Contractor, on behalf of itself and its assignees and successors, agrees not to assert a claim for patent, copyright, trade secret, trademark or other intellectual property infringement against County or any user, provided use of Licensed Software and its Source Code is in accordance with this Agreement.
5. The obligations under this Section 3.4 (Proprietary Considerations) shall survive the termination of this Agreement.

### **3.5 Third Party Product**

In the event Contractor provides any Third Party Product to County in connection with this Agreement, Contractor shall obtain, at Contractor's sole cost and expense, a fully paid-up, royalty-free, perpetual (except as specifically set forth in Exhibit P (Independent Conditions) and subject to termination as provided in Section 10.7 (Termination by Contractor)), non-exclusive, transferable license for County and County's agents and assigns, to use the Third Party Product for County's business purposes and activities. Contractor shall support and maintain, at no additional charge to County, all Third Party Products in accordance with the terms of this Agreement as Licensed Software.

In the event Contractor provides any Third Party Product to County in connection with this Agreement for which Contractor is obligated to ensure that County accepts and is bound by third-party terms and conditions ("**Third Party Product With**

**Independent Conditions**”), the following shall apply: (a) Contractor shall specifically identify in writing all Third Party Product With Independent Conditions in Exhibit P (Independent Conditions) or the applicable Statement of Work; (b) Contractor shall attach to Exhibit P (Independent Conditions) or the applicable Statement of Work written copies of all third-party license agreements applicable to County; and (c) Contractor warrants that: (i) it has the right to license any Third Party Product With Independent Conditions licensed to County under this Agreement; (ii) to the best of Contractor’s knowledge, the Third Party Product With Independent Conditions does not, and the use of the Third Party Product With Independent Conditions by County as contemplated by this Agreement will not, infringe any intellectual property rights of any third-party; and (iii) unless specifically provided otherwise herein, County shall have no obligation to pay any third-party any fees, royalties, or other payments for County’s use of any Third Party Product With Independent Conditions in accordance with the terms of this Agreement. Unless a license for the Third Party Product With Independent Conditions is specifically Approved by County and such license is provided in Exhibit P (Independent Conditions) or the applicable Statement of Work, such Third Party Product shall be deemed Integral Third-Party Software until such independent conditions are specifically provided to County by Contractor and Approved by County. Prior to obtaining County’s Approval as to the independent conditions, Contractor shall obtain, at Contractor’s sole cost and expense, all license rights necessary for County’s use of the Third Party Product With Independent Conditions in accordance with this Agreement, including support and maintenance costs. Upon Approval of the Third Party Product with Independent Conditions, the item will be added to Exhibit C (Payment Schedule) or as otherwise agreed to in writing by the Parties. To the extent County has agreed to the independent conditions associated with a Third Party Product, and there is a conflict between the terms of this Agreement and the independent conditions, the independent conditions will control to the extent permitted by law or contract.

“**Integral Third-Party Software**” shall mean all software licensed, leased, or otherwise obtained by Contractor from a third-party which is: (i) embedded in, (ii) incorporated into (excluding Interfacing to), or (iii) essential to the proper operation of, the Contractor-developed Licensed Software, and all other Third-Party Products With Independent Conditions that are not expressly identified in Exhibit A.2 (Licensed Software). Integral Third-Party Software does not include end user terminals and commonly-used desktop software provided by third parties.

### **3.6 Source Code**

#### **3.6.1 Licensed Software**

Upon the Effective Date, but no later than the date Contractor commences any Services hereunder, Contractor shall make available in a secure mode the source code for all Licensed Software, including but not limited to any and all Developed Modules, New Software, Customizations, Interfaces, Revisions including Software Updates and

other Licensed Software (hereinafter “**Source Code**”). Contractor’s duty to update the Source Code shall continue throughout the term of this Agreement.

3.6.2 Natural Degeneration

The Parties acknowledge that as a result of the passage of time alone, the deposited Source Code for Licensed Software may be susceptible to loss of quality (“**Natural Degeneration**”). For the purpose of reducing the risk of Natural Degeneration, Contractor shall update the Source Code no less frequently than every six (6) months, commencing upon Go-Live of Phase I. In the event the Source Code or any part of it is destroyed or corrupted, upon County’s request, Contractor shall replace the Source Code with uncorrupted copy.

3.6.3 Source Code Release

Contractor shall cause the release of the Source Code to County, and County shall have the right to immediately begin using the Source Code at no charge to County, upon occurrence of any of the following events (hereinafter “**Release Condition(s)**”):

1. The insolvency of Contractor; or
2. Any termination of the Agreement other than (i) termination by Contractor for default as a result County’s breach under Section 10.7 (Termination by Contractor), (ii) termination upon expiration of this Agreement without renewal by County or (iii) County’s termination for convenience under Section 10.1 (Termination for Convenience); or
3. Successor ceasing to do business with County with respect to this Agreement.

County’s use of the Source Code shall be subject to the License provisions set forth in this Agreement.

3.6.4 County's Right to Verify Source Code

Regardless of whether one of the Release Conditions occurs, County shall have the right, at County’s sole expense, to request that Contractor verify the relevance, completeness, currency, accuracy, and functionality of the deposited Source Code by, among other things, compiling the Source Code and performing test runs for comparison with the System. In the event such testing demonstrates that the Source Code does not correspond to the System, Contractor shall reimburse County for all costs and fees incurred in the testing and immediately update the Source Code as appropriate.

## 4.0 WORK

In exchange for County’s payment to Contractor of the applicable fees set forth herein, Contractor shall (a) on a timely basis provide, complete, deliver and

implement all Work set forth in this Agreement, including Exhibit A (Statement of Work) and Exhibit B (Service Level Agreement), including but not limited to components of the Solution, Implementation Services, Hosting Services, Maintenance and Support Services, and any Optional Work; and (b) grant to County a License to the Software, as specified in Section 3.1 (License). Contractor shall perform all such tasks, subtasks, deliverables, goods, services and other Work in accordance with Exhibit A (Statement of Work) with all attachments thereto and Exhibit B (Service Level Agreement) with all attachments thereto at the applicable rates and prices specified in Exhibit C (Payment Schedule) with all attachments thereto.

#### **4.1 System Components**

Contractor shall provide the License to all Software, including Developed Modules, New Software, and Revisions, in order to meet the System Requirements, all in accordance with the provisions of Section 3.0 (Licensed Software and Intellectual Property) and the Agreement.

#### **4.2 Implementation Services**

4.2.1 Contractor shall provide Implementation Services, which are also sometimes referred to as the Project. The Implementation Services aggregate all elements of activity, product, and service provided by Contractor prior to Final Acceptance including Licensed Software, Third Party Products, and Solution and System hosting, setup, installation, testing, training and other services required for successful implementation of the System, including the Solution, as provided in this Agreement and specified in Exhibit A (Statement of Work).

4.2.2 Contractor shall provide to County the Implementation Services described in Exhibit A (Statement of Work), in accordance with the Project Schedule. Contractor shall provide the Implementation Services without materially (a) disrupting or adversely impacting the business or operations of County, (b) degrading the Services being provided, or (c) interfering with the ability of County to obtain the benefit of the Services, except as may be otherwise provided in Exhibit A (Statement of Work). Unless otherwise stated in the Agreement, the Implementation Services shall not adversely impact or delay any obligations or liabilities of Contractor under this Agreement.

4.2.3 Contractor shall provide Implementation Services in accordance with Exhibit A (Statement of Work) and the Agreement in exchange for County's payment of the applicable Implementation Fees. The "**Implementation Fees**" shall include any and all fees and costs to be paid by County for the Implementation Services, including all Services as that term is defined and the subset of those Services described in Exhibit A (Statement of Work), and all travel and living expenses incurred in connection with providing the Implementation Services, as

specified in Exhibit C (Payment Schedule). The Implementation Fee shall be a fixed fee amount specified in such Exhibit C (Payment Schedule).

- 4.2.4 Contractor shall deliver all Implementation Services Deliverables by the date(s) specified in Exhibit D (Project Schedule) unless extended by County in writing prior to the Deliverables due date. Included within the Services subject to the Implementation Fees, Contractor shall meet all Key Milestones by the date(s) specified unless extended by County in writing prior to the Key Milestone date. Should Contractor anticipate that the Contractor resources assigned to provide the Services, or any segment of Services (e.g., data conversion, building the test environment, or another work segment as set forth in the Statements of Work), subject to the Implementation Fees, are not sufficient to timely complete the Services, Contractor shall supplement such with Contractor resources at no additional cost to County as needed to timely complete all Services, or any segment thereof within the time set forth in Exhibit A (Statement of Work).
- 4.2.5 As part of the Implementation Services, Contractor shall provide the training to County and its personnel set forth in Exhibit A (Statement of Work) at no additional charge to County beyond the applicable Implementation Fees. In addition, County may participate, at no additional charge, in any training seminars that may be held, at Contractor's discretion, for the benefit of all customers and/or licensees.

#### **4.3 Maintenance and Support and Hosting Services**

Contractor shall provide to County Maintenance and Support Services relating to the maintenance and support of the System in accordance with this Agreement, including Exhibit B (Service Level Agreement). Maintenance and Support Services obligations shall commence upon Phase One Go-Live and shall continue through the term of this Agreement. There shall be no additional charge to County for on-site Maintenance and Support Services to remedy a breach of warranty, to correct a failure of the System to conform to the Specifications, or to fulfill Contractor's obligations pursuant to this Section 4.3 (Maintenance and Support and Hosting Services).

During the term of this Agreement, Contractor shall provide the Licensed Software by hosting the Licensed Software on its hardware, equipment or applicable tools at its facilities and providing the Maintenance and Support Services as set forth in this Agreement and Exhibit A (Statement of Work). In providing the Solution, Contractor shall achieve the service levels and performance standards set forth in Exhibit B (Service Level Agreement) and this Agreement. Contractor represents and warrants that in connection with this Agreement Contractor shall not deliver for installation on County's systems any software or programming, whether created or developed by Contractor or a third party, unless required for installation on Provider-operated workstations with County approval.

#### 4.4 Optional Work

Upon County's written request and execution of an Amendment or Change Order pursuant to the terms of this Agreement, Contractor shall provide Optional Work, including New Software and Professional Services, in accordance with this Section 4.4 (Optional Work) at the applicable pricing terms set forth in Exhibit C (Payment Schedule).

Upon County's request and Contractor's agreement to provide the Optional Work, Contractor shall provide to County within ten (10) Business Days of such request, or such longer period as agreed to by the Parties, a proposed Work Order and a quote for a not-to-exceed fixed price ("**Maximum Fixed Price**") calculated in accordance with the applicable pricing terms set forth in Exhibit C (Payment Schedule), including the Fixed Hourly Rate. Contractor's quotation shall be valid for at least ninety (90) days from submission. Contractor shall commence the Optional Work following agreement by the Parties with respect to such Work Order and the Maximum Fixed Price. Upon completion by Contractor, and approval by County in accordance with the terms of this Agreement, of such Optional Work, Exhibit C.8 (Optional Work) shall be updated accordingly to add such items of Optional Work by Change Notice executed in accordance with Section 15.0 (Changes to Agreement).

##### 4.4.1 New Software

Upon County's written request, Contractor shall provide to County New Software as part of Optional Work using Pool Dollars, in accordance with any applicable Change Order or Amendment. Any enhancements and/or modifications to the Licensed Software resulting from New Software shall be incorporated into, and become part of, the Licensed Software and the Solution.

All New Software, once approved in writing by County pursuant to Section 5.0 (Acceptance), shall become part of the Licensed Software, and shall be subject to the terms and conditions of this Agreement.

##### 4.4.2 Professional Services

Upon County's written request, Contractor shall provide to County, Professional Services as part of Optional Work using Pool Dollars, including consulting services and/or additional training, in accordance with any applicable Change Order. Specifically, County may from time to time, during the term of this Agreement, submit to Contractor for Contractor's review written requests for Professional Services using Pool Dollars, including consulting services and/or additional training, for services not included in Implementation Services, or Maintenance and Support Services. County may require that Professional Services be provided on a (1) fixed fee basis, (2) not to exceed basis, (3) time and materials basis, or (4) a combination of the above. In response to County's request, Contractor shall submit to County for approval a

Work Order describing the particular Professional Services and providing a response consistent with the payment method required by County to provide such Professional Services, calculated based on the Fixed Hourly Rate and other pricing terms set forth in Exhibit C (Payment Schedule) and elsewhere in the Agreement. County and Contractor shall agree on the Change Order developed using the Scope of Work, which shall at a minimum include the tasks and deliverables to be performed, System Tests, as applicable, and the pricing for such Professional Services. Any enhancements and/or modifications to the Licensed Software or Specifications, resulting from Professional Services shall be incorporated into, and become part of, the Licensed Software or Specifications, as applicable. Any Professional Services that are accepted and approved in writing by County shall become a part of the Services, and any products of Professional Services, once accepted and approved in writing by the County, shall become part of the System, and shall be subject to the terms and conditions of this Agreement.

#### **4.5 Standard of Services**

Contractor's services and other Work required by this Agreement shall during the term of the Agreement conform to reasonable commercial standards as they exist in Contractor's profession or field of practice. If Contractor's services and other Work provided under this Agreement fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor's sole expense, provide the applicable remedy as specified in this Agreement, including Exhibit A (Statement of Work) and Exhibit B (Service Level Agreement). In addition to any other remedies set forth herein, Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution, including the Software, or by any other tools introduced by Contractor into the System for the purpose of performing services or other Work under this Agreement or otherwise.

#### **4.6 Approval of Work**

All Tasks, Subtasks, Deliverables, including Key Deliverables, and other Services provided by Contractor under this Agreement must have the written approval of County's Project Director or designee prior to submission of an invoice. Such approval will not be withheld or delayed by County in bad faith and without a written articulation of the issues giving rise to County withholding its approval. In no event shall County be liable or responsible for any payment prior to such written approval. Furthermore, County reserves the right to reject any Services not Approved by County.

If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

#### **4.7 Time Is of the Essence**

Time is of the essence with regard to Contractor's performance of the Services.

#### **4.8 No Offshore Work**

All Services shall be performed and rendered within the continental United States. In particular, Contractor warrants that it will not transmit or make available any County Confidential Information, County's intellectual property or any County property to any entity or individual outside the continental United States.

#### **4.9 Disaster Recovery/Business Continuity**

Contractor shall maintain for its Hosting Environment a business continuity plan (the "**Business Continuity Plan**") and a disaster recovery plan (the "**Disaster Recovery Plan**") (collectively the "**DR/BC Plan**"), and implement such plan in the event of any unplanned interruption to the Hosting Environment. On or before the Effective Date, Contractor shall provide County with a copy of Contractor's current DR/BC Plan. Contractor shall actively test, review, and update the DR/BC Plan on at least an annual basis using American Institute of Certified Public Accountants standard SSAE 16. Contractor shall promptly provide County with copies of all such updates to the DR/BC Plan. All updates shall be subject to the requirements of this Section 4.9 (Disaster Recovery/Business Continuity). In any event, any future updates or revisions to the DR/BC Plan shall be no less protective than the plan in effect as of the Effective Date. Contractor shall notify County of the completion of any audit of the DR/BC Plan and promptly provide County with such information with regards to such audit as set forth in this Agreement and Exhibit N (Additional Hosting Services Terms and Conditions). Contractor shall also promptly provide County with a summary of all reports resulting from any testing of the DR/BC Plan. Contractor shall maintain disaster avoidance procedures designed to safeguard County's data and the data processing capability, and availability of the Hosting Environment, throughout the Term of this Agreement. Contractor shall immediately notify County of any disaster or other event in which the DR/BC Plan is activated. Without limiting Contractor's obligations under this Agreement, whenever a disaster causes Contractor to allocate limited resources between or among Contractor's customers, County shall receive at least the same treatment as comparable Contractor customers with respect to such limited resources. The provisions of Section 28.3 (Force Majeure) shall not limit Contractor's obligations under this Section 4.9 (Disaster Recovery/Business Continuity).

### **5.0 ACCEPTANCE**

#### **5.1 Acceptance Criteria**

The Solution, Services, Deliverables, and milestones (if applicable) may be subject to acceptance testing by County, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the Parties, as developed in accordance with Exhibit A (Statement of Work) and this Section 5.0 (Acceptance) (the "**Acceptance**").



**Criteria**”). Such Acceptance Criteria shall be based, at a minimum, on conformance of the Solution, Services, Deliverables, milestones and other Work to the Specifications. In the event the Parties fail to agree upon Acceptance Criteria, the acceptability of the Solution, Services, Deliverables, milestones or other Work and the System as a whole, shall be based solely on County’s reasonable satisfaction therewith.

## **5.2 System Tests**

Contractor, with County’s assistance where applicable, shall conduct all System Tests for each Phase, based on the applicable Acceptance Criteria, as specified in Exhibit A (Statement of Work) to ensure the System’s compliance with all System Requirements set forth in the Agreement, including but not limited to Exhibit A (Statement of Work), Exhibit A.1 (Solution Requirements) and Exhibit B (Service Level Agreement) with all attachments thereto. Such System Tests shall test, among others, the System’s functionality, integration and interfacing, volume endurance and user acceptance. A payable System Test shall be completed and ready for payment when Contractor provides to County results of a successful completion of such System Test and County approves the System Test in writing.

For each test, Contractor shall provide County testing scenarios consistent with Contractor’s best practices for the applicable Solution, Service, Deliverable, and/or milestone.

## **5.3 Production Use**

The Solution shall achieve Go-Live and shall be ready for Production Use of each Phase when the County Project Director, or his/her designee, receives the Performance Verification Report showing (a) successful completion of all System Tests leading to Go-Live for that Phase; (b) Contractor’s transition of the Solution to the production environment; and (c) documented results provided by Contractor certifying successful transition of the Solution to the production environment and operation of the System in accordance with the Specifications.

## **5.4 Phase Acceptance**

### **5.4.1 Conduct Performance Verification**

Following successful transitioning of the Solution to Production Use, County will monitor for Deficiencies and Contractor shall maintain the Solution in Production Use for a minimum of thirty (30) consecutive days. Upon occurrence of a Deficiency, Contractor shall provide County with a diagnosis of the Deficiency and proposed solution(s), and Contractor shall correct such Deficiency by re-performance pursuant to, and subject to, the provisions of this Agreement. County and Contractor shall agree upon each such proposed solution to be used to correct any Deficiency prior to its implementation.

Commencing with Phase Acceptance and continuing through the Warranty Period, any problems encountered by County in the use of the Solution shall be subject to the applicable terms under the Agreement as more fully described in the Statement of Work and Exhibit B (Service Level Agreement).

#### 5.4.2 Performance Verification Report

Contractor shall provide to County the performance verification report, including supporting Documentation that the Solution complies with the Specifications under full production load. Contractor shall conduct a review with County at a meeting scheduled by County and provide any County-requested demonstrations of the Solution including:

- (a) Summary of activities, results, and outcomes;
- (b) Summary of each Deficiency identified by Contractor or County. The summary shall include for each Deficiency:
  - a. Description of each Deficiency and its root cause,
  - b. Business processes, Solution functions, and/or Interfaces impacted,
  - c. Description of all potential risks to the Solution and mitigation strategy for the Solution,
  - d. Corrective action plan, test scenarios, and implementation approach,
  - e. Schedule for completion of each corrective action and resources required or assigned,
  - f. Status of each corrective action,
  - g. Date of completion of each correction, and
  - h. Date of the County Project Director's approval of each correction;
- (c) Summary of lessons learned; and
- (d) Recommendations for any improvements to the Solution.

Contractor shall provide the Performance Verification Report, certifying that the Solution complies with the Specifications and documenting the review with County under Section 5.4.2 (Performance Verification Report), including agenda, attendees, action items, and supporting documentation.

#### 5.4.3 Phase Acceptance

The Solution shall achieve Phase Acceptance for each Phase when (a) County's Project Director, or his/her designee, approves in writing the Phase Acceptance Test set forth in Exhibit A (Statement of Work) applicable to that Phase; (b) Contractor's Project Director provides County a signed Acceptance Certificate; and (c) County's Project Director provides Contractor with written approval, as evidenced by the County Project Director's countersignature on such Acceptance

Certificate. The Acceptance Certificate shall not be issued by Contractor until all Deficiencies discovered during the thirty (30) day period following the successful transitioning of the Solution to Production Use have been corrected.

#### 5.4.4 Final Acceptance

The Solution shall achieve “**Final Acceptance**” of the Solution upon Phase Acceptance by County of the last implemented Phase, in accordance with Exhibit A (Statement of Work).

### **5.5 Failed Testing**

5.5.1 If the County’s Project Director makes a good faith determination at any time that the Solution (as a whole, or any component thereof), Services, Deliverables, and/or milestones has not successfully completed a System Test or has not achieved applicable Phase Acceptance (collectively referred to for purposes of this Section 5.5 (Failed Testing) as “Designated Test”), the County’s Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Solution, Services, Deliverables, and/or milestones failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Solution, Services, Deliverables, milestones, and/or System as will permit the Solution, Services, Deliverables, milestones, and/or System to be ready for retesting. Contractor shall notify the County’s Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, the County’s Project Director makes a good faith determination that the Solution, Services, Deliverables, milestones, and/or System again fails to pass the applicable Designated Test, the County’s Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Solution, Services, Deliverables, milestones, and/or System failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Solution, Services, Deliverables, milestones, and/or System as will permit the Solution, Services, Deliverables, milestones, and/or System to be ready for retesting.

5.5.2 Such procedure shall continue, subject to County's rights under Section 6.3 (Credits to County) in the event Contractor fails to timely complete any Key Deliverable, until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test or (ii) that County has concluded that satisfactory progress toward such successful completion of such Designated Test is not being made, in

which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Section 10.2 (Termination for Default) on the basis of such non-curable default.

5.5.3 Such a termination by County may be, subject to the Dispute Resolution Procedure, as determined by County in its sole judgment: (i) a termination with respect to one or more of the components of the Solution; (ii) a termination of any part of Exhibit A (Statement of Work) relating to the Solution, Service(s), Deliverables(s), and/or milestone(s) that is (are) not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, of the System as a whole, the entire Agreement. In the event of a termination under this Section 5.5 (Failed Testing), County shall have the right to receive from Contractor, within ten (10) days of written notice of termination, reimbursement of all payments made to Contractor by County under this Agreement for the component(s), Solution, Service(s), Deliverables(s), milestone(s), and/or System as to which the termination applies, or, if the entire Agreement is terminated, all amounts paid by County to Contractor under this Agreement. If the termination applies only to one or more Solution or System component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by County to Contractor. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law.

## **5.6 Integration/Interfacing**

From time to time, Contractor may be responsible for developing and delivering New Software as part of the Solution in accordance with Section 4.4 (Optional Work) of the Agreement. If such New Software is to be integrated/interfaced with other software, equipment and/or systems provided by Contractor or at the direction of Contractor, including any customized enhancements and Work Product, the New Software shall not be deemed Accepted by County until the New Software and such other systems have been successfully integrated/interfaced and accepted by County in accordance with the terms of this Section 5.0 (Acceptance). For example, if Contractor is to provide Solution consisting of multiple modules or that includes enhancements, including Work Product, to the Solution as part of the Optional Work, County's acceptance of the Solution, any individual module or enhancement shall not be final until County accepts all of the New Software and modules or enhancements integrated/interfaced together as a complete system resulting in the Solution, including the operation of the Solution on all equipment required for its use in conformance with the terms of this Agreement. Contractor shall not obtain any ownership interest in any other systems merely because they were interfaced, integrated, or used with the Solution.

## **5.7 System Use**

Subject to County's obligations of Acceptance set forth in Exhibit A (Statement of Work) and the Agreement, following the System implementation by Contractor and prior to any Phase Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the System including any portion of Licensed Software and related Documentation, without any additional cost to County where County determines that it is necessary for County's operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed System Acceptance or Phase Acceptance of the System.

## **6.0 PROJECT IMPLEMENTATION**

### **6.1 Project Schedule**

Contractor shall implement the System in accordance with the schedule set forth in Exhibit D (Project Schedule) ("**Project Schedule**"), which may be based upon the Project Plan (as such term is defined in Exhibit A (Statement of Work)) provided by Contractor pursuant to Exhibit A (Statement of Work). The Project Schedule shall, at a minimum, include the following items:

- (a) Deliverable Number;
- (b) Description;
- (c) Due Date;
- (d) Key Deliverable Numbers;
- (e) Associated or Dependent Deliverable; and
- (f) Any other items reasonably required by County under this Agreement.

### **6.2 Key Deliverables**

Exhibit D (Project Schedule) shall specify certain Deliverables as Key Deliverables, as determined by County. A Key Deliverable shall be deemed completed for purposes of this Section 6.2 (Key Deliverables) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Services required for completion of such Key Deliverable are completed and delivered to County, provided that all such Services required for completion of such Key Deliverable is thereafter approved in writing by County pursuant to Section 4.6 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Services in accordance with the terms hereof. The determination of whether each Key Deliverable has been so completed and so approved, and of the date upon which such Key Deliverable was completed, shall be made by County's Project Director as soon as practicable in accordance with Section 4.6 (Approval of Work) after County is informed by Contractor that such Key Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion.

### **6.3 Credits to County**

Contractor agrees that delayed performance by Contractor may cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified in this Section 6.3 (Credits to County), as a fair and reasonable estimate of such damages. Any amount of such damages is not and shall not be construed as penalties and, when assessed, will be deducted from County's payment that is due.

For each and every occasion upon which a payable Key Deliverable has not been completed by Contractor within fifteen (15) days after the date scheduled for completion thereof as set forth in such Exhibit D (Project Schedule) (hereinafter for each Key Deliverable "**Due Date**"), other than as a result of delays caused by acts or omissions of County, and unless otherwise approved in writing by County's Project Manager or designee in his/her discretion exercised in good faith, County shall be entitled to receive credit against any or all amounts due to Contractor under this Agreement or otherwise in the total amount of Five Hundred Dollars (\$500) for each day after the Due Date that the Key Deliverable is not completed as a fair and reasonable estimate of the harm caused by the delay. All of the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable in the Project Schedule. A determination whether County shall assess credits due to it pursuant to this Section 6.3 (Credits to County) shall be made by County's Project Manager in his/her reasonable discretion.

In no event will the credits under this Section 6.3 (Credits to County) as to any Milestone exceed the amount to be paid by County to Contractor for that Milestone under Exhibit C (Payment Schedule).

A Deliverable shall be deemed completed for purposes of this Section 6.3 (Credits to County) on the earliest date that all of the tasks, subtasks, deliverables, goods, services and other Services required for the completion of such Deliverable are completed and delivered to County, provided that all of such tasks, subtasks, deliverables, goods, services and other Services required for the completion of such Deliverable are thereafter approved in writing by County pursuant to Section 4.6 (Approval of Work) without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, subtasks, deliverables, goods, services and other Services in accordance with the terms hereof. For purposes of this Section 6.3 (Credits to County), the determination of whether a Deliverable has been so completed and is so approved, and of the date upon which such Deliverable was completed, shall be made by County's Project Director as soon as practicable after County is informed by Contractor that such Deliverable has been completed and is given all the necessary information, data and documentation to verify such completion.

## **7.0 TERM OF AGREEMENT**

## **7.1 Initial Agreement Term**

The term of this Agreement shall commence upon the Effective Date and shall continue for ten (10) years, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (hereinafter “**Initial Term**”).

## **7.2 Extended Agreement Term**

At the end of the Initial Term, County may, at its sole option, extend this Agreement for up to five (5) additional one-year periods (hereinafter “**Extended Term,**” and together with the Initial Term the “**Term**”) in each case by an Amendment to the Agreement executed by the Director and Contractor’s authorized representative(s) in accordance with Section 15.1 (Amendments), subject to, among others, County’s right to terminate earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of the Agreement providing for early termination of the Agreement by County. If County elects not to exercise its option to extend at the end of the Initial Term, or the Extended Term, as applicable, the remaining option(s) shall automatically lapse.

Each option to exercise the County's right to extend the Agreement shall be exercised at the sole discretion of the Director as authorized by the Board of Supervisors.

## **7.3 Contractor Alert Reporting Database**

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.

## **7.4 Notice of Expiration**

The Contractor shall notify County when this Agreement is within six (6) months from the expiration of the Initial Term, the First Renewal Term and each Additional Term. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Section 2 (County’s Administration) of Exhibit E (Administration of Agreement).

## **8.0 AGREEMENT SUM**

### **8.1 Maximum Agreement Sum**

The Maximum Agreement Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, Solution, Services and other services required or requested by County under and during the term of this Agreement. If County does not approve work in writing, no payment shall be due Contractor for those Services. The

Maximum Agreement Sum, including all applicable taxes and Pool Dollars, authorized by County hereunder shall not exceed Forty-Nine Million, One Hundred Sixty-One Thousand, Six Hundred Fifty-Five Dollars (\$49,161,655) as further detailed in Exhibit C (Payment Schedule), unless the Maximum Agreement Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Section 15.0 (Changes to Agreement). The Maximum Agreement Sum under this Agreement shall cover the authorized payments for all elements of the System, including the Solution, and Services including, Implementation Services, Maintenance and Support Services, and any Optional Work. The Maximum Agreement Sum shall not be adjusted for any costs or expenses whatsoever of Contractor. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Agreement authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to the Project Director at the address herein provided in Section 2 (County's Administration) of Exhibit E (Administration of Agreement).

## **8.2 No Payment for Services Provided Following Expiration/Termination of Agreement**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the 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/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

## **8.3 Holdbacks**

(a) The Implementation Fees shall be allocated among the Key Milestones as set forth in the Statements of Work ("**Key Milestone Allocation**"). The amount allocated to each Key Milestone need not be the same, provided, however, all allocated amounts must aggregate to equal the Implementation Fees. The Key Milestone Allocation will be divided by the number of months set forth in the original Statement of Work for completion of the Key Milestone ("**Key Milestone Scheduled Duration**") and that amount shall be multiplied by ninety percent (90%) to determine the "**Monthly Key Milestone Payment.**" The Monthly Key Milestone Payment will be made by County only for the Key Milestone Scheduled Duration. The remaining ten percent (10%) of the amounts invoiced ("**Holdback Amount**") will be payable as set forth in this Section 8.3 (Holdbacks). All amounts invoiced by Contractor under the Statements of Work shall be subject to the Holdback Amount. The Holdback Amount will be payable to Contractor based upon County's Approval of the applicable Key Milestone.



(b) A Key Milestone shall be deemed Approved for purposes of this Section 8.3 (Holdbacks) on the earliest date that all of the tasks, subtasks, Deliverables, goods, Services and other work required for completion of the Key Milestone are completed, tested for acceptability, and Approved in writing by County. The determination of whether each Key Milestone has been so completed and so Approved shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Key Milestone has been completed and is given all the necessary information, data, and documentation to verify such completion. If a Key Milestone is not Approved due to its failure to meet the applicable Acceptance Criteria or tests within thirty (30) calendar days of its scheduled completion per the Statement of Work, the Holdback Amount will not be paid until Approval of the next Key Milestone. No accumulated Holdback Amounts will be paid as to any Key Milestone, until all preceding Key Milestones have been Approved.

#### **8.4 Invoices and Payments**

The Contractor shall invoice the County only for providing the Services specified in Exhibit A (Statement of Work) and elsewhere in this Agreement. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement, and shall include supporting documentation (including identification of the specific work for which payment is claimed; copies of fully executed Acceptance Certificates evidencing County Project Director's approval of such work and the payment amount; indication of the applicable Holdback Amount and the cumulative Holdback Amount accrued under this Agreement; indication of any credits or withholds accrued under this agreement; and any other supporting documentation reasonably requested by County's Project Director). The Contractor's payments shall be as provided in Exhibit C (Payment Schedule), and the Contractor shall be paid only for the Services approved in writing by the County. The making of any payment or payments by County, or receipt thereof by the Contractor, shall in no way affect the responsibility of Contractor to furnish the Solution, Services and Deliverables in accordance with this Agreement, and shall not imply Acceptance by the County of such items or the waiver of any warranties or requirements of this Agreement. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

Contractor shall invoice County in accordance with Exhibit C (Payment Schedule) (1) for Implementation Services, based on the Deliverable amounts due, upon Contractor's completion and County's written approval of billable Deliverables; (2) for Maintenance and Support Services in accordance with Section 4.3 (Maintenance and Support and Hosting Services) and Section 8.4.2 (Maintenance and Support Fees); and (3) for all Optional Work, on a per Change Order basis by payment of the actual price expended by Contractor for the provision of Optional Work, not to exceed the Maximum Fixed Price quoted for such Optional Work following Contractor's completion and County's written approval thereof.

Contractor shall invoice for Hosting Services and Third Party Products (including clinical content) in accordance first to the requirements of this Agreement, and then pursuant to the payment schedule in Exhibit C (Payment Schedule).

The Contractor's invoices shall be priced in accordance with Exhibit C (Payment Schedule).

The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing, as applicable, the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

All invoices under this Agreement shall be submitted to the County's Project Manager identified in Section 2 (County's Administration) of Exhibit E (Administration of Agreement) at the address set forth in Section 2 (County's Administration) of Exhibit E (Administration of Agreement).

#### 8.4.1 Implementation Fees

Contractor shall be reimbursed Implementation Fees in accordance with Section 4.2 (Implementation Services), Exhibit C (Payment Schedule), and this Agreement.

#### 8.4.2 Maintenance and Support Fees

Contractor shall, during the term of this Agreement, provide to County Maintenance and Support Services in exchange for County's payment of the applicable fees for such Maintenance and Support Services (hereinafter "**Maintenance and Support Fees**") set forth in Exhibit C (Payment Schedule), with all attachments thereto. The initial support term for Maintenance and Support Services shall commence, and Maintenance and Support Fees will be paid by County to Contractor for Maintenance and Support Services beginning on Phase One Go-Live up to the amounts specified in Exhibit C (Payment Schedule). Unless otherwise agreed to by the Parties, Maintenance and Support Fees applicable to each Phase will be paid by County to Contractor monthly in arrears, subject to any prorating adjustments to align co-termination of Maintenance and Support Fees for all completed Phases under the Agreement. Upon the end of each support term, defined for purposes of this Section 8.4.2 (Maintenance and Support Fees) as the end of the first Contract Year following Phase One Go-Live, and each Contract Year anniversary date thereafter, County shall have the option to terminate Maintenance and Support Services by providing ninety (90) days' notice to Contractor. Nothing in the foregoing shall allow Contractor to terminate Maintenance and Support Services prior to the end of the Term. The foregoing is cumulative of other remedies included in this

Agreement, including Termination for Convenience under Section 10.1 (Termination for Convenience).

The Maintenance and Support Fees shall be fixed during the Initial Term of this Agreement. Thereafter, Contractor may request to increase such fees by providing written notice to County at least ninety (90) days prior to the commencement of the Extended Term of this Agreement and each twelve (12) month anniversary thereafter. The amount of any such increase shall be determined, and subject to the limits, as described in Section 8.13 (Cost of Living Adjustment).

#### 8.4.3 Optional Work

Upon County's request for Optional Work and mutual agreement on a Work Order, Contractor shall provide to County Optional Work using Pool Dollars in accordance with the agreed upon Maximum Fixed Priced and the Work Order. Contractor's rates for Optional Work shall be subject to the applicable pricing terms set forth in Exhibit C (Payment Schedule) for the term of this Agreement, including the Fixed Hourly Rate. Any Optional Work provided by Contractor shall not cause an increase in the Maintenance and Support Fees under this Agreement. Absent an Amendment in accordance with Section 15.0 (Changes to Agreement), the Pool Dollars are the aggregate amount available during the term of this Agreement for Optional Work.

Contractor's Fixed Hourly Rate for Professional Services, as of the Effective Date, specified in Exhibit C.4 (Contractor Professional Services Rate Card), shall be fixed during the Initial Term of this Agreement. Thereafter, Contractor may request to increase such rates by providing notice to County at least ninety (90) days prior to the commencement of the Extended Term of this Agreement and each twelve (12) month anniversary thereafter. The amount of any such increase shall be determined, and subject to the limits, as described below in Section 8.13 (Cost of Living Adjustment).

### **8.5 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Director and must contain all information as required by County's Project Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld and in the event of a rejection or failure to Approve, County will provide its reasons in writing to Contractor.

### **8.6 Invoice Discrepancies**

The County's Project Director 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 disputed charges.

Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If the County's Project Director does not receive a written explanation for the charges within such thirty (30) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, exercised in good faith, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Dispute Resolution Procedure in Section 27.0 (Dispute Resolution Procedure).

The making of any payment or payments by County, or the receipt thereof by Contractor, shall in no way affect the responsibility of Contractor to furnish the Solution and Services in accordance with this Agreement, and shall not imply acceptance by County of such items or the waiver of any warranties or requirements of this Agreement.

#### **8.7 Most Favored Public Entity**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreement 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 immediately extended to the County.

#### **8.8 Budget Reductions**

In the event that the 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, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the Services set forth in this Agreement.

#### **8.9 Record Retention and Inspection/Audit Settlement**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material,

including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.9.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 8.9 (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.9.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

## **8.10 Taxes**

The Maximum Agreement Sum shown in Section 8.1 (Maximum Agreement 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

the Solution provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, the product of Maintenance and Support Services and any Optional Work, to the extent applicable. All California sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, any and all such California and other state and local sales/use taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County from, all applicable California and other state and local sales/use tax on all other items provided by Contractor pursuant to this Agreement and shall pay such tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

#### **8.11 County's Right to Withhold Payment**

In addition to, and cumulative to all other remedies in law, at equity and provided under this Agreement, in the event Contractor is in material default of its duties or obligations under this Agreement and it fails to cure the default within thirty (30) days after receipt of written notice of default from County, County may, without waiving any other rights under this Agreement, elect to withhold from the payments due to Contractor under this Agreement during the period beginning with the thirty first (31<sup>st</sup>) day after Contractor's receipt of notice of default, and ending on the date that the default has been cured to the reasonable satisfaction of County, an amount that is in proportion to the magnitude of the default or the Service that Contractor is not providing, as determined in County's reasonable discretion. Upon curing of the default by Contractor, County will cause the withheld payments to be paid to Contractor, without interest. In the event it is Finally Determined that County has withheld a payment in bad faith, such payment shall promptly be paid to Contractor, plus interest at the maximum legal rate. Provided that there will not be additional withhold as to a delay with regard to the Implementation Services other than as provided in Section 8.3 (Holdbacks).

#### **8.12 Travel and Living Expenses**

In the event reimbursement of travel, meal, lodging, and incidental expenses are authorized by County in connection with a Statement of Work, such expenses shall be subject to, and shall not exceed, the expenditure limits set forth for County personnel in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code, and as updated from time to time by the Los Angeles County Auditor-Controller. Contractor will provide all invoices, receipts, and other documentation reasonably needed to support the request for reimbursement.

#### **8.13 Cost of Living Adjustment**

During the Extended Term, if requested by the Contractor, the Agreement's Maintenance and Support Fees (set forth in Exhibit C.2 (Pricing Spreadsheet) for "Maintenance and Support") and the Contractor's Fixed Hourly Rate for Professional Services (set forth in Exhibit C.4 (Contractor Professional Services Rate Card)) may, at the sole discretion of the County, be increased annually based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index - Urban Wage Earners and Clerical Workers ("CPI-W") for the Los Angeles - Riverside - Orange County Area for the twelve (12)-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment under this Agreement ("Cost of Living Adjustment" or "COLA"). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase shall take effect and become part of this Agreement, it shall require a written Amendment to this Agreement first, that has been formally approved and executed by the Parties.

#### 8.14 Letter of Credit

8.14.1 Letter of Credit Amount. Contractor has delivered to County an irrevocable letter of credit ("**Letter of Credit**"), attached hereto as Exhibit Q (Letter of Credit), as security for all obligations and liabilities of Contractor arising under this Agreement. The Letter of Credit shall be irrevocable and issued in the County's name with the stated amounts below:

(i)

[REDACTED]

(ii)

[REDACTED]

provided, however, that the amount of such Letter of Credit shall also be reduced by the aggregate amount of all drawings previously made for the benefit of County thereunder. Following the Letter of Credit Release Date (defined hereafter), and provided there is no pending liability from Contractor to County that accrued and of which it has been provided written notice prior to the Letter of Credit Release Date, County shall return the original Letter of Credit to Contractor and its rights under this Section 8.14 (Letter of Credit) shall come to an end. Contractor's liability under the Letter of Credit shall be based on the date the act or omission giving rise to the liability occurred.

"**Letter of Credit Release Date**" means the date corresponding to the earlier of [REDACTED]



8.14.2 Letter of Credit Drawdown Terms. Notwithstanding anything in this Agreement to the contrary, and in addition to its other rights and remedies specified hereunder, if Contractor fails to deliver on any obligations to County under this Agreement or pay any amounts due to County for any of Contractor’s obligations or liabilities arising under this Agreement, and such amounts remain unpaid for a period in excess of thirty (30) days after becoming due, County shall have the right to drawdown the Letter of Credit in the amount of such unpaid amounts by delivery of written notice from County in the form attached to the Letter of Credit to the issuer of such Letter of Credit.

8.14.3 Letter of Credit Issuer. The Letter of Credit shall be issued by a Qualified Financial Institution. If, before the Letter of Credit Release Date, the issuing institution fails to be a Qualified Financial Institution for any period of time, Contractor shall deliver a new Letter of Credit issued by another Qualified Financial Institution immediately upon the expiration of the then-current Letter of Credit.

**“Qualified Financial Institution”** means an institution that meets the minimum ratings criteria from the table below. If the institution is rated by Moody's, Standard & Poor's and Fitch Ratings, two of the three ratings must meet the minimum criteria. However, if the institution receives ratings from Bauer Financial and TheStreet.Com only, the higher of the two ratings is considered.

Deposits	Moody's*	Standard & Poor's	Fitch Ratings	Bauer Financial	The Street.Com
If the term of the Letter of Credit is three (3) years or less, the minimum ratings are:	A3 or better	A- or better	A- or better	4 Stars or better	B or better
If the term of the Letter of Credit is greater than three (3) years and the Total Assets of the institution are less than \$150 billion, the	Aa2 or better	AA or better	AA or better	4 Stars or better	B or better



minimum ratings are:					
If the term of the Letter of Credit is greater than three (3) years and the Total Assets of the institution are \$150 billion or more, the minimum ratings are:	A1 or better	A+ or better	A+ or better	4 Stars or better	B or better

\* Baseline Credit Assessment (a Moody's rating standard) should be a2 or better if the institution's total assets are less than \$1.5 billion and Moody's rates the institution

8.14.4 Other Letter of Credit Terms. The Letter of Credit shall be subject to, and comply with the terms of, the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600, and, in accordance with the terms of this Section 8.14 (Letter of Credit), shall state specifically the documents to be presented to (1) allow the County to drawdown on the Letter of Credit and (2) release the Letter of Credit (or any part thereof) to the Contractor. The delivery or maintenance of the Letter of Credit shall not relieve Contractor of any of its other obligations under this Agreement, and Contractor shall deliver and maintain the Letter of Credit at its sole cost and expense.

8.14.5 Failure to Renew Letter of Credit. In the event that Contractor fails within five (5) business days prior to the expiration date of the Letter of Credit to renew such Letter of Credit in accordance with the provisions hereof, County shall be entitled to draw upon the Letter of Credit in full; provided, however, that County shall direct the issuing institution to hold in escrow the proceeds of such drawing to be distributed in accordance with the terms of a Final Judgment or as otherwise agreed to by the Parties. Notwithstanding the foregoing, in the event that Contractor shall at any time thereafter deliver to the escrow agent an appropriate Letter of Credit as required hereunder, the amount in escrow shall immediately be distributed to Contractor, together with all interest earned thereon, and the Letter of Credit shall be delivered by escrow agent to County.

8.14.6 Letter of Credit Escrow Pending Litigation. In the event that Contractor disputes the amount of any obligation payable under this Agreement and such dispute shall be referred to litigation, Contractor, upon the request of County, shall place the disputed portion of such amount in escrow with the institution which has issued such Letter of Credit or with such other escrow agent as the Parties may agree (unless the letter of credit

is extended for the duration of the litigation to cover such disputed amount, in which case this sentence shall not apply). Promptly upon the resolution of such dispute, Contractor shall cause the amount in escrow, including any interest earned thereon, to be distributed in accordance with the Final Judgment or as otherwise agreed by the Parties.

8.14.7 Letter of Credit Withhold. If the Letter of Credit is modified, revoked or repudiated by the issuing institution, County may immediately withhold its invoice payments to Contractor in aggregate up to the shortfall of the Letter of Credit to meet the requirements set forth in this Section 8.14 (Letter of Credit) resulting from such modification, revocation or repudiation.

## **9.0 REPRESENTATIONS AND WARRANTIES**

### **9.1 Authorization Warranty**

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **9.2 Performance of Service**

The Services will be performed and the Deliverables developed in a professional, competent and timely manner by appropriately qualified Contractor personnel in accordance with this Agreement and consistent with Contractor's best practices. Furthermore, Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Agreement, including but not limited to Exhibit A (Statement of Work) including all attachments thereto and Exhibit B (Service Level Agreement) including all attachments thereto.

### **9.3 Conformance to Specifications**

The Solution, all the Services, including Implementation Services, Maintenance and Support Services, and Deliverables shall conform to the Specifications and System Requirements set forth in this Agreement without material deviations for the period commencing upon the Effective Date of the Agreement and continuing through the expiration or termination of Maintenance and Support Services. Contractor shall institute quality controls, including suitable testing procedures if any, to ensure that the Solution, Services, including Implementation Services, Maintenance and Support Services, and Deliverables comply with the Specifications and Service Levels. Upon the County's reasonable request, the County shall have the right to review Contractor's quality controls in order to verify and/or improve the quality of the

Solution, Services and Deliverables. There is no existing pattern or repetition of customer complaints regarding the Solution, Deliverables, or Services, including functionality or performance issues, and that Contractor's engineers have not currently identified any repeating adverse impact on the Solution, Deliverables, or Services, including functionality or performance, for which the root cause is believed to be a flaw or defect in the Solution, Deliverables or Services.

#### **9.4 Service Levels**

9.4.1 Contractor represents and warrants that when operated in conformance with the terms of this Agreement, the Solution and/or Services (as applicable) shall achieve the service levels ("**Service Levels**") set forth in Exhibit B (Service Level Agreement), Exhibit A (Statement of Work) and in this Agreement, as applicable. Furthermore, the service level of Maintenance and Support Services and Hosting Services shall not degrade during the term of the Agreement.

9.4.2 The System shall meet the System performance requirements within Contractor's control, including but not limited to those relating to System response time and, as further specified in Exhibit B (Service Level Agreement) with all attachments thereto. A Service Level Failure arising under Section 7.B (System Response Time Warranty) of Exhibit B (Service Level Agreement) may be deemed Severity Level 1 or Severity Level 2, as determined by County's Project Director or designee, for the purpose of determining the applicable required Deficiency resolution time and County remedies, provided, however, there are no Service Level Credits applying to a failure arising under Section 7.B (System Response Time Warranty) of Exhibit B (Service Level Agreement).

#### **9.5 System Warranties**

Contractor hereby warrants to County that the System shall be free from any and all Deficiencies commencing from Production Use of the System through the term of the Agreement. All Deficiencies reported or discovered shall be corrected in accordance with Exhibit B (Service Level Agreement). During the Warranty Period, Contractor shall correct all Deficiencies at no cost to County.

Contractor also represents, warrants, covenants and agrees that throughout the term of this Agreement:

9.5.1 The Solution components are capable of interconnecting and/or interfacing with each other and County systems, either through integration or, as applicable, industry standard interface protocols (including, whenever applicable, HL7), and when taken together, the Solution components and County Systems will be capable of delivering the functionality needed by County to meet its information systems requirements as set forth in this Agreement, the Specifications, Exhibit

A.1 (Solution Requirements) and any applicable Statement of Work. The Solution must be interoperable at the time it is provided to County and at all times thereafter during the term of this Agreement.

9.5.2 The System shall be fully compatible with the rest of the Solution; and any enhancements or upgrades shall be backward compatible with any County browser(s) and operating system version(s) compliant with Contractor's minimum required configuration (Exhibit A.5 (Recommended Configuration)) operated on County workstations. Contractor shall support the current Version Release of Software and the most recent prior two (2) Version Releases.

## **9.6 Disabling Device**

Contractor represents and warrants that Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to County or any user or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively, "**Disabling Device(s)**"), which could block access to or prevent the use of the System or any component by County or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any System component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided System component to contain any Disabling Device. In addition, Contractor shall prevent viruses from being incorporated or introduced into the System or Revisions thereto prior to the installation onto the System and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

## **9.7 Pending Litigation**

There is no pending or threatened litigation that would have a material adverse impact on its performance under the Agreement. In addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information, Contractor has no knowledge of a failure of the Solution to perform in accordance with the Specifications.

## **9.8 Assignment of Warranties**

To the extent permissible under the applicable third party agreements, Contractor hereby assigns and agrees to deliver to County all representations and warranties received by Contractor from its third party licensors and suppliers, including hardware vendors.

## **9.9 Non-Infringement Warranties**

Contractor represents and warrants: (i) that Contractor has the full power and authority to grant the License, ownership where ownership is specifically provided for in a Statement of Work and all other rights granted by this Agreement to County; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that County and Providers, including Contracted Agencies, are entitled to use the System without interruption, subject only to County's obligation to make the required payments and observe the License terms under this Agreement; (iv) that this Agreement and the System licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (v) that during the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder 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 (or any part thereof) in accordance with this Agreement; and (vi) that neither the performance of this Agreement by Contractor, nor the License to or ownership by (where ownership is specifically provided for in a Statement of Work), and use by, Users of County and Providers, including Contracted Agencies, of the System in accordance with this Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

## **9.10 Continuous Product Support**

- 9.10.1 In the event that Contractor replaces any or all components of the Software with a Replacement Product during the term of the Agreement in order to fulfill its obligations under the Agreement and/or to meet the System Requirements, then the License shall be deemed to automatically include such Replacement Product without cost or penalty to County even if such Replacement Product contains greater functionality than the Software it replaced. If required by County, Contractor shall provide the necessary training to County personnel to utilize the Replacement Product at no cost to County.
- 9.10.2 In the event any or all components of the Software are migrated to the Replacement Product as a result of an acquisition, sale, assignment, transfer or other change in control of Contractor, then any assignee or successor, by taking benefit (including, without limitation, 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.
- 9.10.3 The following terms and conditions shall apply if County elects to transfer the License to a Replacement Product:

1. Contractor, or its assignee or successor, shall, at no cost to County, implement the Replacement Product in the System environment to replace the Implemented Software, convert and migrate all of the System data from the Software format to the Replacement Product format to ensure Production Use of such Replacement Product;
2. Any prepaid Maintenance and Support Fees, fees for Hosting Services, or other recurring fees for the System shall transfer in full force and effect for the balance of the Replacement Product's maintenance and support term (or equivalent service) at no additional cost. If the prepaid amount is greater than the Replacement Product's equivalent fees for the same term, the credit balance shall be applied to future Maintenance and Support Fees, fees for Hosting Services, or other recurring fees, as applicable, or returned to County at County's option;
3. Any and all modules offered separately and needed to match the original Software's level of functionality shall be supplied by Contractor, or its assignee or successor, without additional cost or penalty, and shall not affect the calculation of any Maintenance and Support Fees, fees for Hosting Services, or other recurring fees;
4. Contractor shall provide to County the necessary training for purposes of learning the Replacement Product replacing the Implemented Software. Such training shall be provided at no cost to County;
5. All License terms and conditions, at a minimum, shall remain as granted herein with no additional fees imposed on County; and
6. The definition of Software and Implemented Software shall include the Replacement Product.

#### **9.11 System Configuration Warranty**

Contractor has had the opportunity to assess County's existing information systems, specifically its computer platform(s), operating system(s), applications, interfaces, network infrastructure, connectivity, and workstation configurations (hereinafter collectively referred to as the "**Existing Environment**") relating to installation, implementation, and use of the System. Contractor has had the opportunity to inquire of County's staff regarding the operation of the Existing Environment and its components and to review relevant documentation regarding the Existing Environment. Based on its assessment and experience with customers similar to County using the Solution, Contractor has provided County a Recommended Configuration providing performance and capacity specifications for:

1. Network infrastructure; and

## 2. Connectivity

for the Existing Environment for use in connection with the System.

Provided County operates its Existing Environment in substantial conformance with the Recommended Configuration, Contractor represents and warrants that the Existing Environment and the System are sufficient in size, capacity, and processing capability for the use by the County of the System in accordance with this Agreement through one (1) year after Phase One Go-Live (“**Configuration Warranty Period**”). If, during the Configuration Warranty Period, additional network infrastructure or connectivity to support and operate the System as required by this Agreement is needed, Contractor shall pay all fees and costs associated with the acquisition and installation of the software, equipment, and services pertaining to the network infrastructure and/or connectivity required to support and operate the System as required by this Agreement.

For purposes of this Section 9.11 (System Configuration Warranty), (1) “substantial conformance” shall mean that the root cause of the Existing Environment issue giving rise to this warranty is not attributable to County’s failure to conform to the Recommended Configuration, and (2) “Recommended Configuration” shall mean the computer platform(s), operating system(s), applications, interfaces, network infrastructure, connectivity, and workstation configurations recommended by Contractor for use with the Licensed Software.

### **9.12 Warranty Pass-Through**

To the extent permissible under the applicable warranty terms, Contractor shall assign to County to the fullest extent permitted by law or by this Agreement, and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any System component or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

### **9.13 Remedies and Breach of Warranty**

County’s remedies under the Agreement for the breach of the warranties set forth in this Agreement will include, but not be limited to, the repair or replacement by Contractor, at its own expense, of the non-conforming Solution, the specific remedies set forth in Exhibit B (Service Level Agreement) and other corrective measures afforded to County by Contractor under such Exhibit B (Service Level Agreement) and this Agreement, including assessment of Service Level Credits.

Failure by Contractor to timely perform its obligations set forth in this Section 9.0 (Representations and Warranties) shall constitute a material breach, upon which, in addition to County’s other rights and remedies set forth herein, County may, after written notice to Contractor and provision of a reasonable cure period, terminate this Agreement in accordance with Section 10.2 (Termination for Default).

### **9.14 Disclaimer of Warranties**

Contractor disclaims all other warranties, expressed or implied, written or oral, in connection with the Licensed Software, including without limitation any implied warranties of title, merchantability or fitness for a particular purpose. Contractor expressly disclaims any warranty or representation to any person other than County with respect to the Licensed Software or any part of it. This Agreement is not intended to confer any rights to any third party beneficiary, and only Contractor and County have the right to enforce any of the terms herein.

## **10.0 TERMINATION**

### **10.1 Termination for Convenience**

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor 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.

In the event of any Termination of the Implementation Services under this Section 10.1 (Termination for Convenience) prior to Final Acceptance, any unpaid portion of the fees for Licensed Software as set forth in Exhibit C.2 (Pricing Spreadsheet) will be due and payable prior to or upon the effective date of such Termination.

### **10.2 Termination for Default**

10.2.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the reasonable judgment of the Director.

- (a) Contractor has materially breached this Agreement; or
- (b) Contractor fails to timely provide and/or perform any Services required either under this Agreement; or
- (c) Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure; or
- (d) Contractor fails to make progress such that the delays in performance are determined likely to impact the ability to deliver the Services in accordance with the agreed Project Schedule under this Agreement,



and, unless a shorter cure period is expressly provided in this Agreement, does not cure such failure or fails to correct such failure or breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

10.2.2 In the event that the County terminates this Agreement in whole or in part as provided in this Section 10.2 (Termination for Default), the County may procure, upon such terms and in such manner as the County may deem appropriate, software, hardware, and professional services, as necessary to provide to the County, substantially equivalent Services (as defined in this Agreement) during the remainder of the Term of the Agreement. The Contractor shall be liable to the County for damages equal to the sum of:

- 1) Any and all costs incurred by the County for third party services or work product directly related to the procurement of such replacement software, hardware, and professional services
- 2) The acquisition cost of such software, hardware and professional services;

in each case, under contractual arrangements and on financial terms comparable (in County's good faith judgment) to the terms in this Agreement, but taking into account the circumstances under which the procurement has taken place and time remaining during the Initial Term of this Agreement.

The Contractor shall be entitled to a reduction of the sum of 1) and 2) above, for the amount that would have been paid or payable to Contractor for such software, hardware, and professional services during the remaining Term, but for the termination of the Agreement by County to the extent such amounts are paid or to be paid to a third party under a new agreement or otherwise. For the avoidance of doubt, Contractor's obligation under item 1) and 2) is limited to amounts to be paid by County in excess of what the County would otherwise have paid Contractor for the Services.

The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Section 10.2 (Termination for Default).

10.2.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Section 10.2 (Termination for Default) if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in

either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the 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 the Contractor and Subcontractor, and without the fault or negligence of either of them, the 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 the Contractor to meet the required performance schedule. As used in this Section 10.2 (Termination for Default), the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 10.2.4 If, after the County has given notice of termination under the provisions of this Section 10.2 (Termination for Default), it is determined by the County that the Contractor was not in default under the provisions of this Section 10.2 (Termination for Default), or that the default was excusable under the provisions of Section 10.2 (Termination for Default), the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Section 10.1 (Termination for Convenience).
- 10.2.5 The rights and remedies of the County provided in this Section 10.2 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

### **10.3 Termination for Improper Consideration**

- 10.3.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or 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 the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 10.3.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

#### **10.4 Termination for Insolvency**

10.4.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- (a) Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased 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 Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- (b) The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- (c) The appointment of a Receiver or Trustee for the Contractor; or
- (d) The execution by the Contractor of a general assignment for the benefit of creditors.

10.4.2 The rights and remedies of the County provided in this Section 10.4 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **10.5 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the 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. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **10.6 Termination for Regulatory Non-Compliance**

In the event Contractor's relationship with County under this Agreement is identified in writing by any regulator (including any governmental body or accreditation/certification organization (e.g., Joint Commission) having jurisdiction over County, to present a risk to County or its customers that requires correction, County shall notify Contractor of such identification. In the event the Parties are unable for any reason through reasonable efforts to resolve the identified

issue(s) to the satisfaction of the relevant regulator within the timeframe mandated by the regulator, County may terminate this Agreement for convenience and without obligation to pay any termination fee or penalty to Contractor.

## **10.7 Termination by Contractor**

Contractor may, by written notice to the County, terminate the whole of this Agreement if County materially breaches its license under Section 3.1.3 (Scope of License), Section 3.4.1 (Background Intellectual Property), or Section 3.4.2 (Work Product), and County does not cure such breach or fails to correct such breach within sixty (60) days (or such longer period as Contractor may authorize in writing) of receipt of written notice from Contractor specifically identifying and describing such breach; notwithstanding the foregoing, Contractor's termination under this Section 10.7 (Termination by Contractor) shall not result in the termination, suspension, or any loss or degradation, in whole or in part, of County's license to or use of the System, including the Licensed Software, Work Product, Background Intellectual Property, or any use of the System by any User, until there is a Final Determination that a breach occurred.

## **10.8 Effect of Termination**

10.8.1 In the event County terminates this Agreement in whole or in part as provided hereunder or upon the expiration of the Agreement, as applicable, then, unless otherwise specified by County in writing:

1. Contractor shall continue the performance of this Agreement to the extent not terminated.
2. Contractor shall cease provision of all Services being terminated on the date and to the extent specified in such notice and provide to County all completed Services and Services in progress, in a media reasonably requested by County, if applicable.
3. County will pay to Contractor all sums due and payable to Contractor for Services properly provided through the effective date of such expiration or termination (prorated as appropriate).
4. Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid Maintenance and Support Fees and/or other fees, if applicable.
5. In the case of expiration or termination of the Agreement as a whole, (a) any portion of the Statement of Work that has not been completed shall be deemed terminated in accordance with this Section 10.0 (Termination) as of the effective date of such termination and (b) the Support Term shall be deemed terminated.

6. Contractor shall (a) promptly return to County any and all of the County's Confidential Information that relates to the portion of the Agreement or Services terminated by County, including all County Data, in a media reasonably requested by County and (b) destroy all such Confidential Information, County materials and other County data as required in and in accordance with the requirements of this Agreement, including those set forth in Exhibit B.1 (Information Security Requirements);
  7. County shall have the rights set forth in Sections 3.1 (License) and 3.6 (Source Code) to access and use the Source Code as set forth therein, including without limitation the right to modify all Source Code and object code versions of the Licensed Software after such time as one of the Release Conditions described in Section 3.6.3 (Source Code Release) has occurred which would permit County to use the Source Code.
- 10.8.2 Notwithstanding the foregoing, upon termination for default pursuant to Section 10.2 (Termination for Default) during Implementation Services, Contractor shall return all monies paid by County to Contractor during such Implementation Services, and County will return to Contractor all products of such terminated Implementation Services, subject to continued use as needed to maintain operations, and otherwise mitigate damages during an orderly transition to alternative systems.
- 10.8.3 Expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth in this Agreement which (i) the Parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.
- 10.8.4 Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to County hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new system, toward the end that there be no interruption of County's day to day operations due to the unavailability of the System during such transition, as provided in Section 10.9 (Termination Transition Services).

## **10.9 Termination Transition Services**

- 10.9.1 Contractor shall assist the County in transitioning from the System by providing Transition Services, as provided below.

10.9.2 Upon the expiration or termination of this Agreement, County may require Contractor to provide services in the form of Optional Work to assist County to transition System operations from Contractor to County or County's designated third party (“**Transition Services**”). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Agreement for any breach by Contractor, Contractor shall perform Transition Services at no cost to County not to exceed One Million Dollars (\$1,000,000). Contractor shall provide County with all of the Transition Services as provided in this Section 10.9 (Termination Transition Services). The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Agreement, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Agreement by County, other than a failure by County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Section 10.9 (Termination Transition Services) in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Section 10.9 (Termination Transition Services) by either Party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the Parties. In the event of termination for default based on a breach by Contractor, the value of Transition Services provided to County, based on the most recent prices applicable under the Agreement to similar services, will be applied in mitigation of any damages that may be awarded.

## **11.0 ADMINISTRATION OF AGREEMENT - COUNTY**

A listing of all County Administration referenced in the following Sections are designated in Section 2 (County’s Administration) of Exhibit E (Administration of Agreement). The County shall notify the Contractor in writing of any change in the names or addresses shown.

### **11.1 County’s Project Director**

Responsibilities of the County’s Project Director include:

- (a) ensuring that the objectives of this Agreement are met; and
- (b) providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

### **11.2 County’s Project Manager**

The responsibilities of the County’s Project Manager include:

- (a) meeting with the Contractor's Project Manager on a regular basis;
- (b) inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; and
- (c) overseeing the day-to-day administration of this Agreement.

The 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.

## **12.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR**

### **12.1 Contractor's Project Director**

- 12.1.1 The Contractor's Project Director is designated in Section 1 (Contractor's Administration) of Exhibit E (Administration of Agreement). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.
- 12.1.2 The Contractor's Project Director shall be responsible for the Contractor's activities as related to this Agreement and shall coordinate with County's Project Director and County's Project Manager on a regular basis.

### **12.2 Contractor's Project Manager**

- 12.2.1 The Contractor's Project Manager is designated in Section 1 (Contractor's Administration) of Exhibit E (Administration of Agreement). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 12.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Director and County's Project Manager on a regular basis.
- 12.2.3 The Contractor's Project Manager must have five (5) years of experience, a Project Management Professional (PMP) certification and during the provision of Implementation Services shall be solely dedicated to the County.

### **12.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager subject only to applicable laws prohibiting discrimination and retaliation.

### **12.4 Contractor's Staff Identification**

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

- 12.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 12.4.2 Contractor shall notify the County within one business day when staff is terminated from working under this Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 12.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the Agreement.

## **12.5 Background and Security Investigations**

- 12.5.1 At the discretion of the County, all Contractor staff performing work at County locations under this Agreement may be required to undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County may perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.
- 12.5.2 Subject to the requirements of law, County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 12.5.3 Subject to the requirements of law, County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) or whose background or conduct is, in the opinion of the County, incompatible with County facility access.



12.5.4 Disqualification of any member of Contractor's staff pursuant to this Section 12.5 (Background and Security Investigations) shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

## **12.6 Employment Eligibility Verification**

12.6.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

## **13.0 REPORTS, MEETINGS, AND GOVERNANCE**

### **13.1 Reports**

The Contractor Project Manager and County Project Manager shall communicate at least once every one (1) week (the "**Status Report**") about the work in progress. The communications shall include a conference call or an in-person meeting as mutually agreed upon (the "**Status Meeting**") and a report from the appropriate Contractor personnel regarding:

- (a) Period covered by the report;
- (b) Tasks, subtasks, Deliverables, goods, and Services scheduled for the reporting period which were completed;
- (c) Tasks, subtasks, Deliverables, goods, and Services scheduled for the reporting period which were not completed;
- (d) Tasks, subtasks, Deliverables, goods, and Services not scheduled for but completed in the reporting period;

- (e) Tasks, subtasks, Deliverables, goods, and Services scheduled to be completed in the next reporting period;
- (f) Summary of project status as of reporting date;
- (g) Updated Key Deliverable chart;
- (h) New issues, if any;
- (i) Issues to be resolved;
- (j) Issues resolved;
- (k) Updates on any scheduling and Milestones;
- (l) Updates on knowledge transfer, training, education, and validated effectiveness;
- (m) Decision made and decisions pending during the reporting period;
- (n) Risk management;
- (o) Lessons learned; and
- (p) Any other information that County or Contractor may, from time-to-time, reasonably request in writing that Contractor or County, as the case may be, may deem appropriate.

### **13.2 Quarterly Review Meetings**

Contractor and County shall, at quarterly intervals or such other time periods mutually agreed to by the Parties, hold a review meeting at County's offices, or at such other place as is mutually agreed to by the Parties, to review the performance of the Licensed Software, System, Solution, Third Party Products, Services, and Service Levels; discuss fee and expense issues; and address such other issues as may be relevant at the time. The Contractor Project Manager (and senior executive personnel from the Contractor who attend) and Contractor's subject matter experts as determined by the meeting agenda shall attend at the sole cost of Contractor.

### **13.3 Alert Reports**

Contractor shall promptly notify County in writing (i.e., e-mail or facsimile transmission) on becoming aware of any change or problem that would negatively impact completion or performance of the Licensed Software, System, Solution, Third Party Products, Services, and/or Deliverables, the progress of tasks assigned under a Statement of Work, or any schedule in a Statement of Work. The written notice shall include a detailed description of the relevant change or problem and shall be provided to the County Project Director.

### 13.4 Executive Team Participation

To ensure a direct line of communication between County and Contractor's executive management team, which team shall include the Contractor's Executive Vice President of Solution Development and Delivery, Contractor's Vice President/General Manager (Public Sector), the County Health Agency Chief Information Officer ("**Health Agency CIO**"), County Project Director, or their designees, shall have a scheduled meeting, once per quarter. The Health Agency CIO or County Project Director shall prepare a written agenda for the meeting, to include specific topics to be discussed at the meeting, including background with regard to issues that have previously been raised with Contractor's personnel, and shall provide the agenda to Contractor no later than five (5) Days prior to the scheduled meeting. The meeting may occur in person or by telephone/video as agreed upon by the Health Agency CIO or County Project Director and Contractor's Vice President of Solution Development and Delivery and Contractor's Vice President/General Manager (Public Sector). Notwithstanding the foregoing, more frequent meetings may occur in the event that the Health Agency CIO or County Project Director identifies emergent issues which require resolution prior to the next regularly scheduled quarterly meeting. Issues discussed at a meeting that are unresolved will be escalated by the Contractor immediately to its Chief Operating Officer ("**COO**"), and the COO will respond directly to the Health Agency CIO or County Project Manager within ten (10) Business Days.

## 14.0 CONFIDENTIALITY AND SECURITY

### 14.1 Confidentiality

#### 14.1.1 Confidential Information Defined

Except as provided in Section 14.1.2 (Exclusions) below, each Party agrees that all information supplied by one Party and its affiliates and agents (collectively, the "**Disclosing Party**") to the other ("**Receiving Party**") including, without limitation, (a) source code, prices, trade secrets, mask works, databases, designs and techniques, models, displays and manuals; (b) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins; (c) any information relating to County's customers, patients, business partners, or personnel; (d) Personal Data (as defined below); and (e) Protected Health Information (as defined below), will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("**Confidential Information**"). The foregoing definition shall also include any Confidential Information provided by either Party's

contractors, subcontractors, agents, or vendors. To be deemed “Confidential Information”, trade secrets and mask works must be plainly and prominently marked with restrictive legends. Subject to the licenses provided by Contractor to County and the other terms set forth in this Agreement (e.g. a Statement of Work specifically setting forth other ownership rights), all Contractor Confidential Information shall be and remain the property of Contractor and Contractor shall retain exclusive rights and ownership thereto.

#### 14.1.2 Exclusions

Confidential Information will not include any information or material, or any element thereof, whether or not such information or material is Confidential Information for the purposes of this Agreement, to the extent any such information or material, or any element thereof: (a) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, obligation or duty; (b) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business or by proof of actual use by the Receiving Party, (c) has been or is hereafter rightfully received by the Receiving Party from a third-party (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party. It will be presumed that any Confidential Information in a Receiving Party’s possession is not within exceptions (b), (c) or (d) above, and the burden will be upon the Receiving Party to prove otherwise by records and documentation.

#### 14.1.3 Treatment of Confidential Information

Each Party recognizes the importance of the other Party’s Confidential Information. In particular, each Party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither Party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section 14.1 (Confidentiality) and elsewhere in this Agreement. Accordingly, each Party agrees as follows: (a) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance; (b) the Receiving Party may disclose or provide access to its responsible employees, agents, and consultants who have a need to know and may

make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Agreement, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set forth in this Agreement to ensure that such employees, agents, and consultants protect the confidentiality of Confidential Information, including this Section 14.1 (Confidentiality). The Receiving Party will require its employees, agents, and consultants not to disclose Confidential Information to third-parties, including without limitation customers, subcontractors, or consultants, without the Disclosing Party's prior written consent, will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.

#### 14.1.4 Non-Exclusive Equitable Remedy

Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or third-parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 14.1 (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the non-breaching Party.

#### 14.1.5 Personal Data

**“Personal Data”** shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personal Data shall include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“**U.S.C.**”) §6801 et seq.), Protected Health Information as defined under the Health Information Portability and Accountability Act and regulations promulgated thereunder, including 45 C.F.R. 160 and 164, and “Personal Data” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with

regard to processing of personal data and the free movement of such data.

In connection with this Agreement and performance of the Services, Contractor may be provided or obtain, from County or otherwise, Personal Data pertaining to County's current and prospective personnel, directors and officers, agents, subcontractors, investors, patients, and customers and may need to Process such Personal Data and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the Services.

#### 14.1.6 Treatment of Personal Data

Without limiting any other warranty or obligation specified in this Agreement, and in particular the confidentiality provisions of this Section 14.1 (Confidentiality), during the Term of this Agreement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personal Data in any manner and will not disclose, distribute, sell, share, rent, or otherwise transfer any Personal Data to any third-party, except as expressly required to perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and Process Personal Data only in compliance with (a) this Agreement, and (b) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

#### 14.1.7 Retention of Personal Data

Contractor will not retain any Personal Data for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. As soon as Contractor no longer needs to retain such Personal Data in order to perform its duties under this Agreement, Contractor will promptly return or destroy or erase all originals and copies of such Personal Data.

#### 14.1.8 Compelled Disclosures

To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order, or requirement and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide the Disclosing Party notice not less than five (5) Business Days prior to the required disclosure. The Receiving

Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose, or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information so disclosed.

#### 14.1.9 Compliance with Federal and State Confidentiality Requirements

County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 and as amended from time to time ("**HIPAA**"), and 42 U.S.C. § 290dd-2. Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information and confidential substance abuse patient records in order to provide those services. Contractor acknowledges and agrees that all patient records and Protected Health Information shall be subject to the confidentiality and disclosure provisions of HIPAA, HITECH Act, ARRA, 42 U.S.C. § 290dd-2, and the regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for Electronic Protected Health Information at 45 Code of Federal Regulations ("**C.F.R.**"), parts 142, 160, and 164, as the same may be amended from time to time, 42 Code of Federal Regulations Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records regulations or "**Part 2 Regulations**"), as the same may be amended from time to time, and any other applicable federal and state laws (including California Civil Code Sections 56.00 et. seq. (the Confidentiality of Medical Information Act) and California Health and Safety Code 1280.15) (collectively, the "**Privacy and Security Laws**") and shall maintain the confidentiality of all such records and information and otherwise comply in accordance with such laws. The Parties further agree and shall abide by the provisions of Exhibit H (Business Associate Agreement) hereto, including all obligations therein with respect to information subject to HIPAA. Should County amend Exhibit H (Business Associate Agreement) as is necessary to comply with the requirements of the Privacy and Security Laws, County will execute a Change Notice in accordance with Section 15.2 (Change Notice), which shall replace Exhibit H (Business Associate Agreement) with the updated Business Associate Agreement.

#### 14.1.10 County Data

All County Data shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The data of County shall not be used by Contractor for any purpose other than as required under this Agreement, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of, to third-parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

#### 14.1.11 Return of Confidential Information

On County's written request or upon expiration or termination of this Agreement for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 14.1.11(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 14.1.11(a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Agreement, County shall return or destroy all Contractor Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option.

## 14.2 Security

### 14.2.1 System Security

Notwithstanding anything to the contrary herein, Contractor shall provide all Work utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements provided by County to Contractor in writing or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any Disabling Device into the System, as further specified in Exhibit B.1 (Information Security Requirements). In no event shall Contractor's actions or inaction result in any situation that is



less secure than the security that Contractor then provides for its own systems and data.

#### 14.2.2 System Data Security

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in the System data or any other County data. Contractor shall protect, secure and keep confidential all System data in compliance with all applicable federal, state and local laws, rules, regulations, ordinances, and publicly known guidelines and directives, relating to confidentiality and information security (including any breach of the security of the System, such as any unauthorized acquisition of System data that compromises the security, confidentiality or integrity of personal information) and provisions of Exhibit B.1 (Information Security Requirements). Further, Contractor shall take all reasonable actions necessary or advisable to protect all System 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 subject to the prior approval of County's Project Director. Contractor shall not use System data for any purpose or reason other than to fulfill its obligations under this Agreement.

### 14.3 Protection of Electronic County Information – Data Encryption Standards

Contractor that electronically transmits or stores Personal Information (hereinafter “**PI**”), Protected Health Information (hereinafter “**PHI**”), and/or Medical Information (hereinafter “**MI**”) shall comply with the encryption standards set forth below and incorporated into this Agreement and all Amendments thereto (collectively, the “**Encryption Standards**”), as required by the Board of Supervisors Policy Number 5.200 (hereinafter “**Policy**”). For purposes of this Section 14.3 (Protection of Electronic County Information – Data Encryption Standards), PI is defined in California Civil Code Section 1798.29(g); PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and MI is defined in California Civil Code Section 56.05(j).

#### 14.3.1 Encryption Standards – Stored Data

Contractor's and subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1:

General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractor's and subcontractors' use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI shall be subject to written pre-approval by the County's Chief Executive Office.

#### 14.3.2 Encryption Standards – Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit. Notwithstanding the foregoing, this encryption requirement does not apply to communications to and from Contractor's servers that occur over a network dedicated exclusively to Contractor's use and isolated from third-party communications at the physical layer (OSI layer 1).

#### 14.3.3 Definition References

1. As used in this Policy, the phrase "Personal Information" shall have the same meaning as set forth in subdivision (g) of California Civil Code section 1798.29.
2. As used in this Policy, the phrase "Protected Health Information" shall have the same meaning as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations.
3. As used in this Policy, the phrase "Medical Information" shall have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.
4. As used in this Policy, the phrase "Substance Abuse Information" shall have the same meaning as set forth in 42 C.F.R. Part 2 and Health and Safety Code section 11845.5.

#### 14.3.4 Compliance

Contractor shall certify its compliance with the Policy prior to being awarded the Agreement with County and/or shall maintain compliance with this Policy during the term of the Agreement and for as long as Contractor maintains or is in possession of County's PI, PHI and/or MI. In addition to the foregoing certification, Contractor shall maintain any

validation or attestation reports that the data encryption product generates, and such reports shall be subject to audit in accordance with the Agreement. County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Contractor, for failing to comply with this Policy, may be subject to suspension or termination of the Agreement, denial of access to County IT resources, and/or other actions as deemed appropriate by the County.

#### 14.3.5 No Policy Exceptions

There are no exceptions to this Policy, except as expressly approved by the Board of Supervisors.

### **14.4 Data Destruction**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. More information is available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County Confidential Information stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County Confidential Information was destroyed and is unusable, unreadable, and/or undecipherable.

### **14.5 Destructive Mechanism**

The Solution, Services, including Implementation Services, Maintenance and Support Services, and/or Deliverables does not contain, and Contractor shall not insert into the Solution or any Deliverables or Services, including Implementation Services, and Maintenance and Support Services, any Destructive Mechanisms, as defined below. Contractor shall not invoke such mechanisms at any time, including upon expiration or termination of this Agreement for any reason. Except if and to

the extent expressly necessary for performance of Maintenance and Support Services or any other servicing or support expressly authorized in writing by County, in no event shall Contractor or anyone acting on its behalf, disable or interfere, in whole or in part, with County's use of the Solution or any software, hardware, systems or data owned, utilized, or held by County without the written permission of the Director, whether or not the disablement is in connection with any dispute between the Parties or otherwise. Contractor understands and acknowledges that a breach of this Section 14.5 (Destructive Mechanism) could cause substantial harm to County and to numerous third parties having business relationships with County. No limitation of liability, whether contractual or statutory, will apply to a breach of this Section 14.5 (Destructive Mechanism).

#### **14.6 Indemnification**

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 14.0 (Confidentiality and Security). Any legal defense pursuant to Contractor's indemnification obligations under this Section 14.0 (Confidentiality and Security) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County exercising its reasonable judgment, County shall be entitled to retain its own counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

#### **14.7 Remedies**

Contractor acknowledges that a breach by Contractor of this Section 14.0 (Confidentiality and Security) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under this Section 14.0 (Confidentiality and Security) and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Section 14.0 (Confidentiality and Security). The provisions of this Section 14.0 (Confidentiality and Security) shall survive the expiration of termination of this Agreement.

Contractor shall take all reasonable actions necessary or advisable to protect the System from loss or damage by any cause. Contractor shall bear the full risk of loss or damage to the System and any System data by any cause other than resulting from Force Majeure Events or County's sole fault.

## 15.0 CHANGES TO AGREEMENT

### 15.1 Amendments

- 15.1.1 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 in this Section 15.0 (Changes to Agreement). County reserves the right to change any portion of the Services required under this Agreement and to change any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Section 15.0 (Changes to Agreement).
- 15.1.2 Except as otherwise provided in this Agreement, for any change which affects the scope of work, term, Maximum Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared, agreed to and executed by the Contractor and by the Board of Supervisors or its authorized designee.
- 15.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared, agreed to and executed by the Contractor and by Contractor's authorized representative(s).
- 15.1.4 Notwithstanding the foregoing provisions of this Section 15.1 (Amendments), The Director, may at his/her sole discretion, authorize extensions of time as defined in Section 7.0 (Term of Agreement). The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared and executed by the County and by Contractor's authorized representative(s).

### 15.2 Change Notice

For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Agreement, a written change notice ("**Change Notice**") may be prepared and executed by the Director or designee.

### 15.3 Change Order

For any change which requires Contractor to incur any additional costs or expenses using Pool Dollars, a written change order ("**Change Order**") may be prepared and executed by the Director or designee. For any Optional Work requested by County, following agreement on the Services, a Change Order shall be prepared and

executed by each of: (a) the Director or designee, and (b) Contractor's authorized representative(s). County is specifically authorized to execute Change Orders for expenditure of Pool Dollars for acquisition of Optional Work under the Agreement. Any requests for the expenditure of Pool Dollars must be approved in writing by the Director or designee.

#### **15.4 Changes to the Project Schedule**

Changes to Exhibit D (Project Schedule), which do not affect the Term of the Agreement, shall be made upon mutual agreement, in writing, by the County Project Director or designee and the Contractor's Project Director by Change Notice or otherwise, provided that the County's Project Director's or designee and the Contractor Project Director's agreement to alter the Project Schedule shall not prejudice either Party's right to claim that such alterations constitute an Amendment to this Agreement that shall be governed by the terms of Section 15.1 (Amendments) above.

### **16.0 SUBCONTRACTING**

The requirements of this Agreement may **not** be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- (a) A description of the work to be performed by the Subcontractor;
- (b) A draft copy of the proposed subcontract; and
- (c) Other pertinent information and/or certifications requested by the County.

The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its Subcontractors of this County right.

The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa St., 6th Floor East  
Los Angeles, California 90012  
Attention: Kathy K. Hanks, C.P.M.  
Director, Contracts and Grants

before any Subcontractor employee may perform any work hereunder.

## **17.0 ASSIGNMENT AND DELEGATION**

The Contractor 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, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section 17.0 (Assignment and Delegation), County consent shall require a written amendment to the Agreement, which is formally approved and executed by the Parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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 the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. 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.

## **18.0 COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Contractor's indemnification obligations under this Section 18.0 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own outside counsel and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **19.0 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints related to Contractor's obligations or performance under this Agreement.

Within 20 business days after Agreement Effective Date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 5 business days for County approval.

If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 10 business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.



Copies of all written responses shall be sent to the County's Project Manager within 5 business days of mailing to the complainant.

## **20.0 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

## **21.0 DISCLOSURE OF INFORMATION**

### **21.1 Publicity**

The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- (a) The Contractor shall develop all publicity material in a professional manner; and
- (b) During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Section 21.1 (Publicity) shall apply.

Notwithstanding any other provision of this Agreement, either Party may disclose information about the other that: (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.

### **21.2 Public Records Act**

Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 8.9 (Record Retention and Inspection/Audit Settlement) of this Agreement 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". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the 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 proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **22.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **22.1 Responsible Contractor**

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 Agreement. It is the County's policy to conduct business only with responsible Contractors.

### **22.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **22.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors 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 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.

## **22.4 Contractor Hearing Board**

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

22.4.2 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 Health Agency shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

22.4.3 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.

22.4.4 If a Contractor has been debarred for a period longer than five (5) years, that 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. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the 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.

22.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the 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.

22.4.6 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 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.

22.4.7 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

## **23.0 INDEMNIFICATION**

### **23.1 General Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("**County Indemnitees**") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as County exercising its reasonable judgment, County shall be entitled to retain its own counsel and receive reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission on behalf of County without the County's prior written approval.

### **23.2 Intellectual Property Indemnification**

23.2.1 Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall indemnify, hold harmless, and defend County, its Special Districts, elected and appointed officers, employees, agents and volunteers from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent, copyright, or other Intellectual Property Right, or any actual or alleged unauthorized trade secret disclosure or

misappropriation, arising from or related to the County's use of the Solution including all Licensed Software, Third Party Products, Services, Background Intellectual Property, Work Product, and/or Deliverables (collectively, the "**Indemnified Items**") (collectively referred to for purposes of this Section 23.2 (Intellectual Property Indemnification) as "**Infringement Claim(s)**"), provided that the Indemnified Item has not been altered, revised, or modified by County in a manner that causes the alleged infringement. Notwithstanding the foregoing, Contractor shall have no indemnity obligation for infringement claims arising from (A) the development of custom software code required by County and based on specifications provided by County unless Contractor has actual knowledge of the potential for infringement and fails to disclose same to the County; (B) use of the Indemnified Items in excess of the rights granted hereunder; or (C) County's failure to implement an update or enhancement to the Indemnified Items, provided Contractor provides the update or enhancement at no additional charge to County and provides County with written notice that implementing the update or enhancement would avoid the infringement. Any legal defense pursuant to Contractor's indemnification obligations under this Section 23.2 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

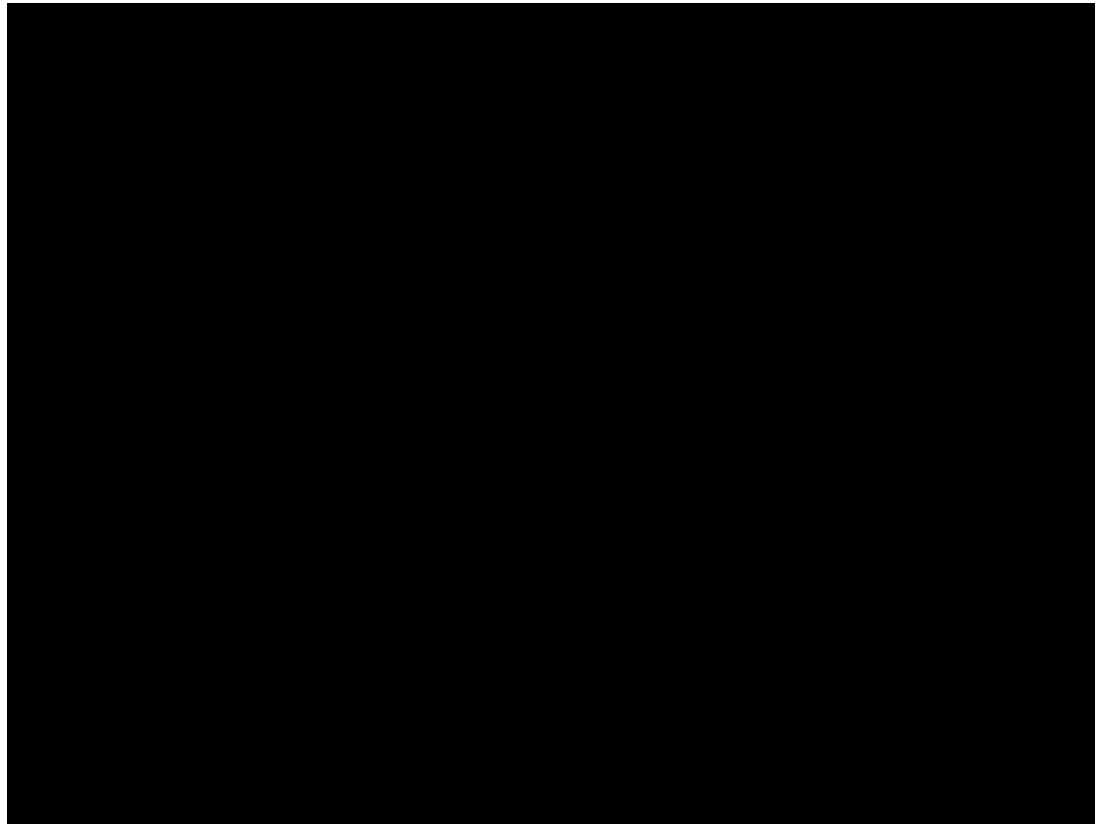
23.2.2 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. If any Indemnified Item hereunder becomes the subject of an Infringement Claim under Section 23.2 (Intellectual Property Indemnification), or in the County's judgment, supported by an opinion of qualified intellectual property counsel that there is a reasonable risk of County - having its access and use of the System impaired as a result of a pending or threatened Infringement Claim, prior to adjudication of the claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in Section 23.2 (Intellectual Property Indemnification), Contractor shall, at its option and in its sole discretion and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Indemnified Items or affected component(s) thereof, or part(s) thereof, pursuant to this Agreement; or (ii) replace or modify the Indemnified Items or component(s) thereof with another software, service, item, or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Indemnified Items and all components thereof become non-infringing, non-misappropriating, and non-disclosing (hereinafter collectively for the purpose of this Section 23.2 (Intellectual Property Indemnification), "**Remedial Act(s)**").

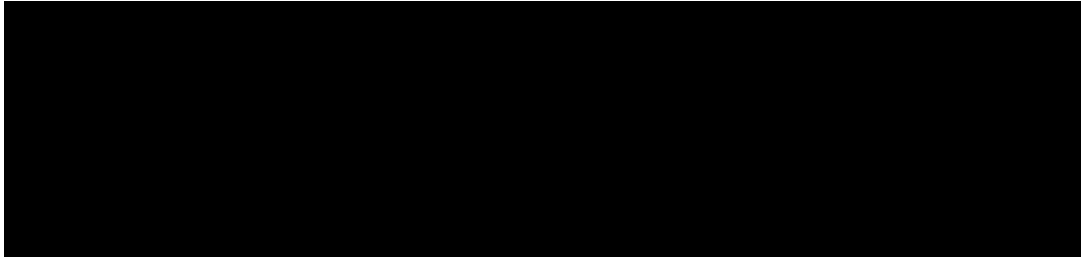
23.2.3 If Contractor fails to complete the Remedial Acts described in Section 23.2.2 above within forty-five (45) days of the determination by County that its use and access will be impaired as above, or immediately following Final Determination of the claim (and such time has not been extended by County in writing) then, County shall have the right, at its sole option, to elect to (i) terminate this Agreement with regard to the infringing Indemnified Items for default pursuant to Section 10.2 (Termination for Default), in which case, Contractor shall reimburse County for all Implementation Fees paid by County to Contractor under the Agreement. Notwithstanding the foregoing, commencing on the fifth (5<sup>th</sup>) Contract Year, without further action of the Parties, Contractor's obligation to reimburse County for all Implementation Fees paid by County to Contractor under this Agreement under this Section 23.2.3 shall be reduced to reflect a five (5) year straight-line depreciation of the Implementation Fees calculated beginning as of the fifth (5<sup>th</sup>) Contract Year. .

23.2.4 The procedures and remedies set forth in this Section 23.2 (Intellectual Property Indemnification) will be the exclusive remedy for intellectual property infringement arising from a claim of a third party.

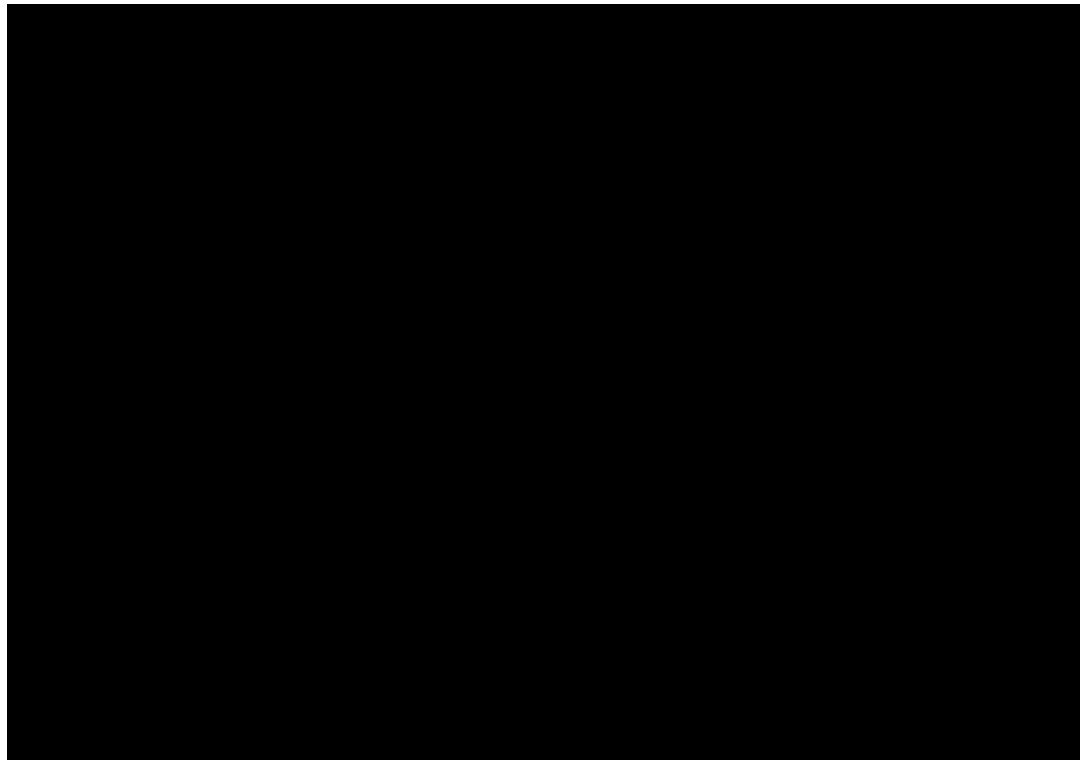
**24.0 LIMITATION OF LIABILITY AND STEP DOWN LIMITATION OF LIABILITY AMOUNT**

**24.1 Limitation of Liability**

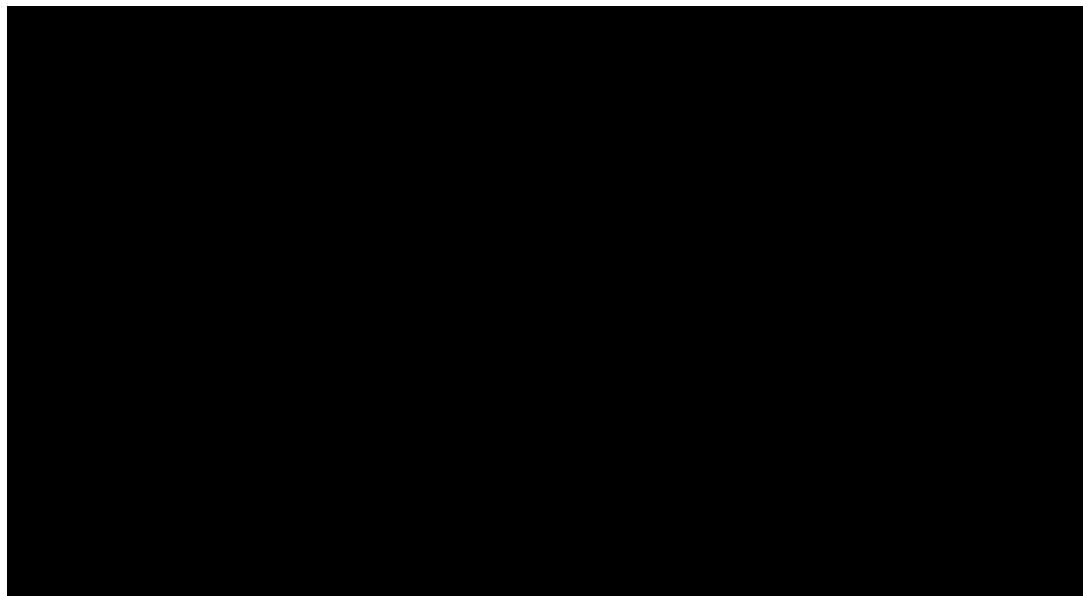


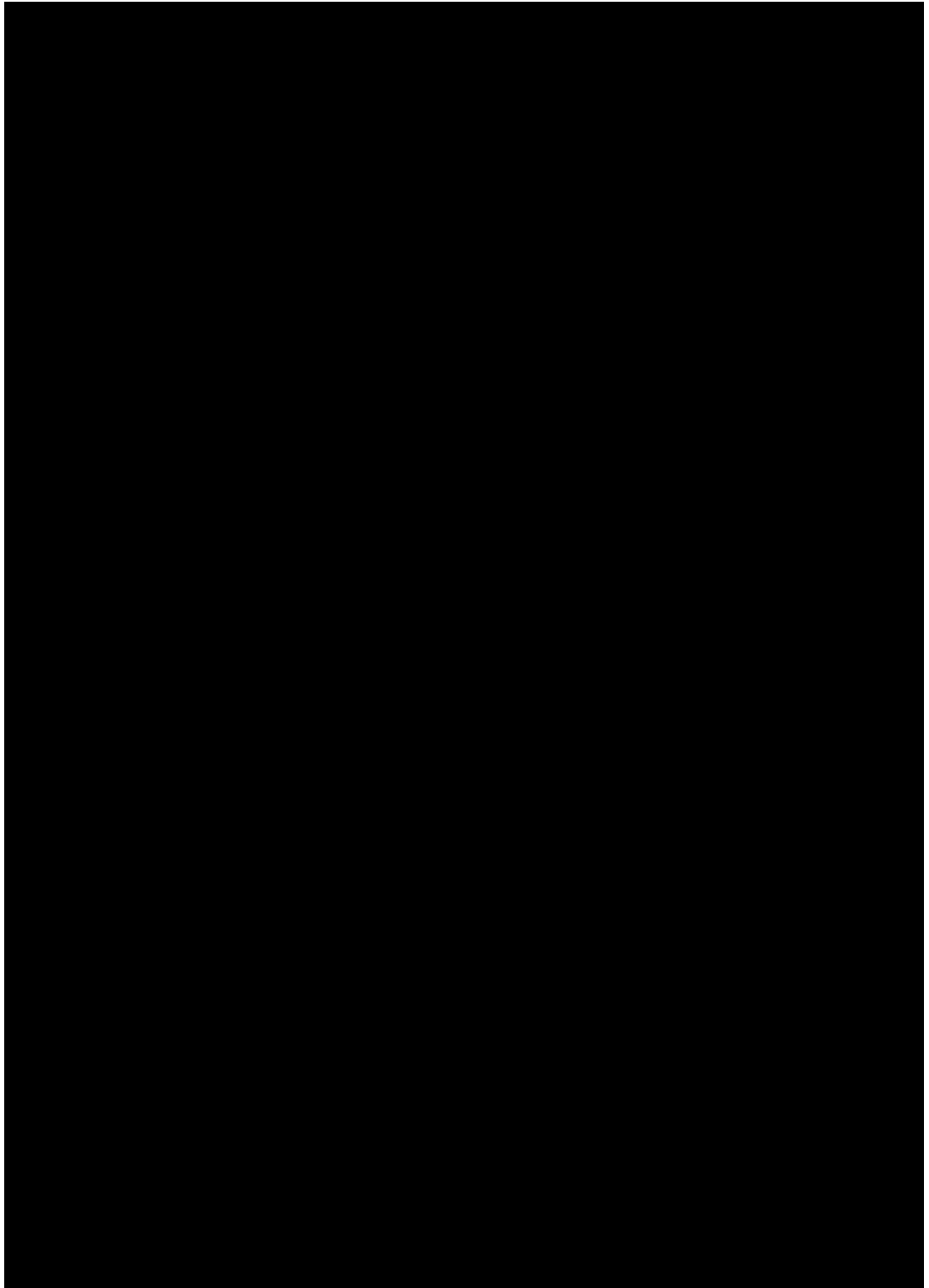


**24.2 Direct Damages**



**24.3 Amendment to Provide a Step Down Limitation of Liability Amount**





**25.0 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 Sections 25.0 (General Provisions for All Insurance Coverage)



and 26.0 (Insurance Coverage) 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. The 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.

### **25.1 Evidence of Coverage and Notice to County**

- (a) Certificate(s) of insurance coverage (Certificate) on a standard ACORD form validated by 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.
- (b) Renewal Certificates shall be provided to County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- (c) 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 (\$50,000.00) dollars, and list any County required endorsement forms.
- (d) 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 the addresses set forth in Sections 2(A) (Contracts and Grants Address) and 2(B) (SAPC Contract Services Address) of Exhibit E (Administration of Agreement).

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 Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

## **25.2 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.

## **25.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

## **25.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

## **25.5 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.

## **25.6 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.

#### **25.7 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.

#### **25.8 Sub-Contractor Insurance Coverage Requirements**

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

#### **25.9 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. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **25.10 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.

#### **25.11 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.

#### **25.12 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.

### **25.13 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.

### **25.14 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.

## **26.0 INSURANCE COVERAGE**

### **26.1 Commercial General Liability**

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:

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

### **26.2 Automobile Liability**

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form 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.

### **26.3 Workers Compensation and Employers' Liability**

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.

#### **26.4 Technology Errors and Omissions**

Technology Errors and Omissions insurance, including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of at least \$5 million.

#### **26.5 Privacy and Network Security (Cyber) Liability**

Privacy and Network Security (Cyber) Liability insurance, which includes coverage for Contractor's liability arising from a security incident as it relates to this Agreement, with limits of not less than [REDACTED] for each occurrence. For the purposes of this Section 26.5 (Privacy and Network Security (Cyber) Liability), the term "security incident" means (1) privacy breaches, (2) system breaches, (3) denial or loss of service, (4) introduction, implantation, or spread of malicious software code, (5) unauthorized access to or use of computer systems with limits. No exclusion/restriction for unencrypted portable devices/media may be on the policy. The 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.

### **27.0 DISPUTE RESOLUTION PROCEDURE**

It is the intent of the Parties that all disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each Party's organization that is most knowledgeable about the disputed issue. The Parties understand and agree that the procedures outlined in this Section 27.0 (Dispute Resolution Procedure) are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this Section 27.0 (Dispute Resolution Procedure), a "dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in Agreement or tort, statutory or common law,

legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Agreement.

Contractor and County agree to act with urgency to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Section 27.0 (Dispute Resolution Procedure) (such provisions shall be collectively referred to as the “**Dispute Resolution Procedure**”). Time is of the essence in the resolution of disputes.

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 determines should be delayed as a result of such dispute.

Subject to the provisions of Section 8.4 (Invoices and Payments), if Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, 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.

If County fails to continue without delay to perform its responsibilities under this Agreement which County 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.

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.

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 to them, then the matter shall be immediately submitted to the Parties’ respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

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 to them, then the matter shall be immediately submitted to Contractor’s president or equivalent and the Director. These persons shall have ten (10) days to attempt to resolve the dispute.

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.

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 three (3) levels described in this Section 27.0 (Dispute Resolution Procedure), 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.

Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement or to seek injunctive relief to enforce the provisions of Section 14.1 (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 County may have against Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.

Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement.

## **28.0 MISCELLANEOUS**

### **28.1 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither Party shall in any way intentionally induce or persuade any employee of one Party to become an employee or agent of the other Party. No bar exists against any hiring action initiated through a public announcement.

### **28.2 Conflict of Interest**

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

28.2.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall

include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 28.2 (Conflict of Interest) shall be a material breach of this Agreement.

### **28.3 Force Majeure**

- 28.3.1 Subject to this Section 28.3 (Force Majeure), neither Party shall be liable for such Party's failure to perform its obligations under and in accordance with this Agreement, 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 other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such Party (such events are referred to in this Section 28.3 (Force Majeure) as "**Force Majeure Events**").
- 28.3.2 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 Section 28.3 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 28.3.3 In the event Contractor's failure to perform arises out of a Force Majeure Event, Contractor agrees to use commercially reasonable 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.
- 28.3.4 In the event a Force Majeure Event continues for more than five (5) business days, County may terminate this Agreement by providing written notice to Contractor. Notwithstanding the foregoing, a Force Majeure Event will not relieve Contractor of its obligations under Exhibit B (Service Level Agreement), Section 4.9 (Disaster Recovery/Business Continuity) and will not relieve either Party of its respective obligations under Section 14.1 (Confidentiality).

### **28.4 Notice of Delays**

Except as otherwise provided under this Agreement, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that Party shall, promptly give notice thereof, ((and without limiting Contractor's obligation of prompt notification, in



any event no later than fifteen (15) days following such determination) including all relevant information with respect thereto, to the other Party.

## **28.5 Notices**

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the Parties as identified in Exhibit E (Administration of Agreement). Addresses may be changed by either Party giving ten (10) days' prior written notice thereof to the other Party.

## **28.6 Governing Law, Jurisdiction, and Venue**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State 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.

## **28.7 Independent Contractor Status**

28.7.1 This Agreement is by and between the County and the 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 the County and the 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.

28.7.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall 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 the Contractor.

28.7.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

28.7.4 The Contractor shall adhere to the provisions stated in Section 14.1 (Confidentiality).

## **28.8 Validity**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

### **28.9 Waiver**

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the 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 Section 28.9 (Waiver) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

### **28.10 Non Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

### **28.11 Facsimile Representations**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each Party, when appearing in appropriate places on the Amendments, Change Notices, and Change Orders prepared pursuant to Section 15.0 (Changes to Agreement), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments, Change Notices, and Change Orders to this Agreement, such that the Parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

### **28.12 Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date.

### **28.13 Severability**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

### **28.14 Agreement Drafted by All Parties**

This Agreement is the result of arm’s length negotiations between the Parties. Consequently, each Party has had the opportunity to receive advice from independent counsel of its own choosing. This Agreement shall be construed to

have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either Party.

### **28.15 No Third Party Beneficiaries**

Notwithstanding any other provision of this Agreement, the 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 the Contractor's indemnification obligations hereunder.

### **28.16 Contractor Performance During Civil Unrest or Disaster**

The Contractor recognizes that emergency systems such as the System 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, including Section 28.3 (Force Majeure), full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

## **29.0 ADDITIONAL TERMS**

### **29.1 Time Off for Voting**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### **29.2 Recycled Bond Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

### **29.3 Contractor's Acknowledgement 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. 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](http://www.babysafela.org).

#### **29.4 Notice to Employees Regarding the Safely Surrendered Baby Law**

The 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 I (Safely Surrendered Baby Law) of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **29.5 Notice to Employees Regarding the Federal Earned Income Credit**

The 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 No. 1015.

#### **29.6 Fair Labor Standards**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees 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 the Contractor's employees for which the County may be found jointly or solely liable.

#### **29.7 Compliance with Civil Rights Laws**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, 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. The Contractor shall comply with Exhibit F (Contractor's EEO Certification).

#### **29.8 Warranty Against Contingent Fees**

29.8.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established

commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

**29.9 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

29.9.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the 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 the County and its taxpayers.

29.9.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the 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 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department 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).

**29.10 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in Section 29.9 (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 the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Section 10.2 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**29.11 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

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.

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 Los Angeles County Code Chapter 2.206.

## **29.12 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 Section 29.11 (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 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.

## **29.13 Compliance with the County's Jury Service Program**

### **29.13.1 Jury Service Program**

This Agreement is subject to the provisions of the 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 as Exhibit J (Jury Service Ordinance) and incorporated by reference into and made a part of this Agreement.

### **29.13.2 Written Employee Jury Service Policy.**

Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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 Employee's regular pay the fees received for jury service.

For purposes of this Section 29.13 (Compliance with the County's Jury Service Program), "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 County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “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 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Agreement, the Subcontractor shall also be subject to the provisions of this Section 29.13 (Compliance with the County’s Jury Service Program). The provisions of this Section 29.13 (Compliance with the County’s Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

29.13.4 Contractor’s violation of this Section 29.13 (Compliance with the County’s Jury Service Program) of the Agreement 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 the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### **29.14 Restrictions on Lobbying**

If any Federal funds are to be used to pay for Contractor’s services under this Agreement, Contractor shall 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 complies with all such certification and disclosure requirements.

### **29.15 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

### **29.16 Consideration of Hiring County Employees Targeted for Layoff/Re-Employment List**

Should the Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform the services set forth herein, the 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 life of this Agreement.

### **29.17 Consideration of Hiring GAIN/GROW Participants**

29.17.1 Should the Contractor require additional or replacement personnel after the Effective Date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

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

### **29.18 Nondiscrimination and Affirmative Action**

29.18.1 The 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.



- 29.18.2 The Contractor shall certify to, and comply with, the provisions of Exhibit F (Contractor's EEO Certification).
- 29.18.3 The 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.
- 29.18.4 The 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, physical or mental disability, marital status, or political affiliation.
- 29.18.5 The 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.
- 29.18.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 29.18 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 29.18.7 If the County finds that any provisions of this Section 29.18 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the 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 and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.
- 29.18.8 The Parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole 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.

#### **29.19 Federal Access to Records**

If, and to the extent that, Section 1861(v)(1)(l) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(l) 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 Controller General of the United States, or to any of their authorize representatives, the Agreements, 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 (12) 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.

#### **29.20 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)**

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, other principals, employees, or independent contractors 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 owners, officers, partners, directors, other principals, employees, or independent contractors 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 the aforementioned parties 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.

#### **29.21 Contractor's Exclusion from Participating in a Federally Funded Program**

29.21.1 Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors 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, (which includes

Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

- 29.21.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.
- 29.21.3 Failure by Contractor to meet the requirements of this Section 29.21 (Contractor's Exclusion from Participating in a Federally Funded Program) shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

## **29.22 Compliance with County's Zero Tolerance Human Trafficking**

- 29.22.1 The Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.
- 29.22.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 29.22.3 Disqualification of any member of the Contractor's staff pursuant to this Section 29.22 (Compliance with County's Zero Tolerance Human Trafficking) shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

## **29.23 Survival**

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sections shall survive any termination or expiration of this Agreement:

Section 3.0 (Licensed Software and Intellectual Property)

Section 8.2 (No Payment for Services Provided Following  
Expiration/Termination of Agreement)  
Section 8.9 (Record Retention and Inspection/Audit Settlement)  
Section 10.8 (Effect of Termination)  
Section 10.9 (Termination Transition Services)  
Section 14.1 (Confidentiality)  
Section 18.0 (Compliance with Applicable Law)  
Section 23.0 (Indemnification)  
Section 24.0 (Limitation of Liability and Step Down Limitation of  
Liability Amount)  
Section 25.0 (General Provisions for All Insurance Coverage)  
Section 26.0 (Insurance Coverage)  
Section 27.0 (Dispute Resolution Procedure)  
Section 28.6 (Governing Law, Jurisdiction, and Venue)  
Section 28.15 (No Third Party Beneficiaries)  
Section 29.23 (Survival)

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of the Health Agency and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mitchell H. Katz, M.D.  
Health Agency Director

CONTRACTOR

\_\_\_\_\_  
By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel



Exhibit A (Statement of Work)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

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# 1. Introduction and Overview

## 1.1 – Introduction

This Exhibit A (Statement of Work) for Substance Use Disorder Managed Care Information System (SUD-MCIS) (sometimes referred to in this Exhibit as “SOW” or “this SOW”) consists of instructions and Services to be provided by Contractor under the Agreement.

This SOW provides a description of the nature of the Services required, but does not provide an exhaustive list of every task or subtask necessary for completion of this Exhibit A (Statement of Work). All of the tasks, subtasks, Deliverables, goods, and other services required or requested by County below are included as part of Services hereunder.

Contractor shall perform, complete and deliver all Services, however denoted, as set forth in this Statement of Work. Also defined herein are those Tasks and Subtasks that involve participation of both Contractor and County. Unless otherwise specified as an obligation of County, Contractor shall perform all Tasks and Subtasks and provide all Deliverables as defined herein. For the purpose of the Agreement, a Deliverable shall be deemed completed upon County’s Acceptance thereof in accordance with the provisions of the Agreement, irrespective of the number of tries it takes Contractor to provide a successful Deliverable.

## 1.2 – Scope of SUD-MCIS Solution

Contractor shall provide all Licensed Software and perform all Services to setup, configure, develop, integrate, train and transfer knowledge to County staff on how to utilize the Software to support and operate within the County to the full benefit of County substance use disorder program.

Contractor shall implement the Licensed Software to capture patient required treatment data, demographic and encounter information, billing claims and supporting documentation, and maintain a historical record of treatment provided. The patient information captured will facilitate referral/treatment services providing the necessary data and reports to monitor the flow of patients throughout the continuum of care, and to ensure that patients are enrolled in the best level of care as they move through the treatment continuum. Also, the System will support quality improvement/utilization management review requirements and administrative activities including fiscal compliance and provider agreement oversight.

# 2. Definitions

The capitalized terms listed below that are used throughout this Exhibit A (Statement of Work) shall have the definitions given to such terms in this Section below. All other capitalized terms used in this Exhibit A (Statement of Work) without definitions will have the meanings given to such terms in the Base Agreement, as applicable.

1. **“California Outcomes Measurement System”**; **“CalOMS”** is California's data collection and reporting system for substance use disorder (SUD) treatment services.
2. **“Drug Medi-Cal Organized Delivery System”**; **“DMC-ODS”** shall mean a system that provides an organized and coordinated continuum of care modeled after the American Society of Addiction Medicine Criteria for substance use disorder treatment services, enables more local control and



accountability, provides greater administrative oversight, creates utilization controls to improve care and efficient use of resources, implements evidenced based practices in substance abuse treatment, and coordinates with other systems of care.

3. **“First Level Support”** shall mean the first level help support to be provided by County technical staff in response to questions and problems from users prior to the problem being reported to Contractor.
4. **“Los Angeles County Participant Reporting System”**; **“LACPRS”** is Los Angeles County’s data collection and reporting system for substance use disorder (SUD) treatment services.
5. **“Modification/Customization”** shall include all changes to the Licensed Software that involve changes to the System source code. This would include development of new features or enhancements that were not formerly present in the Licensed Software.
6. **“Modules”** are components of the Licensed Software that have their own discrete functionality and are frequently separately named.
7. **“National Outcome Measures System”**; **“NOMS”** are the Substance Abuse and Mental Health Services Administration (SAMHSA) domains embody meaningful, real-life outcomes for people who are striving to attain and sustain recovery, build resilience, and work, learn, live, and participate fully in their communities.
8. **“Project”** – The Services provided to operationalize, run, and use the System.
9. **“Project Control Document”**; (PCD) shall have the meaning specified in Subtask 1.2 (Develop Project Control Document)
10. **“Project Management”** shall mean the process of planning, organizing and define responsibility for the completion of Services.
11. **“Project Plan”** shall have the meaning specified in Subtask 1.5 (Develop Project Plan for Implementation Services).
12. **“Project Schedule”** shall include a listing of all the Project's Milestones, activities, and deliverables, with intended start and finish dates.
13. **“Site”** shall mean physical site operated by treatment provider where information will be inputted into the System and where the System will be physically and actively utilized.
14. **“Subject-Matter Expert”**; **“SME”** shall mean a person who has expert knowledge in a particular area or topic.
15. **“System Requirements”** shall mean and refer to the requirements specified in Exhibit A.1 (Solution Requirements).
16. **“Test Plan”** shall have the meaning set forth in Task 4 (Testing).
17. **“Title 42, Part 2, of the Code of Federal Regulations”**; **“42 CFR Part 2”** are the federal regulations governing the confidentiality of drug and alcohol abuse treatment and prevention records.
18. **“Treatment Episode Data Set”**; **“TEDS”** is a national census data system maintained by the Center for Behavioral Health Statistics and Quality (CBHSQ), Substance Abuse and Mental Health Services Administration (SAMHSA) of annual admissions to substance abuse treatment facilities.

### 3. General Responsibilities

For the Services described in this SOW:

- 1) The Services will be performed by Contractor at locations defined by County and performed by Contractor from locations mutually agreed to by the parties.

- 2) Contractor shall provide designated key Project leadership members who will be available for County contact during normal business hours, 8:00 AM to 4:30 PM Pacific Time.

### 3.1 – Contractor Project Manager Responsibilities

Contractor shall designate a Contractor's Project Manager who will provide a mutually acceptable method of reporting Project status and progress, ongoing Project activities, outstanding issues, and Project risks or problems identified as part of the Implementation Services provided to County. Contractor and County shall mutually agree on the frequency, form and content of Project Status Reports.

Contractor's Project Manager will participate in regular status meetings, as agreed to by County and Contractor. All variances will be presented by Contractor for written approval by County at status meetings.

Contractor's Project Manager's responsibilities include:

- (1) Establishing and maintaining communications through County's Project Manager and Project Management structure;
- (2) Managing the delivery of all Deliverable and other Services;
- (3) Notifying County of any Contractor contacts for specific activities or tasks;
- (4) Managing and maintaining the Project Plan for this SOW which lists, as appropriate, the activities, tasks, assignments, Project Milestones and Deliverables;
- (5) Measuring, tracking and evaluating progress against the Project Schedule;
- (6) Working with County's Project Manager to resolve deviations, if any, from the Project Schedule;
- (7) Reporting to County's Project Manager problems and issues impacting Contractor's provision of the Services that require County's attention and resolution;
- (8) Coordinating resolution of all Service issues, including those raised by County's Project Manager and, as necessary, escalate such issues within Contractor's organization;
- (9) Administering the Project Control Document with County's Project Manager;
- (10) Conducting regularly scheduled Project status meetings and prepare status reports, as requested by County, for the Services defined in this SOW
- (11) Assist in the preparation and conduct monthly steering committee updates.

Contractor shall perform these activities throughout the provision of the Services under the Agreement.

### 3.2 – Specific County Tasks

#### **3.2.1 County's Project Manager's Responsibilities**

County will assign a lead for this SOW (referred to in this Exhibit A (Statement of Work) as the "County's Project Manager"). County's Project Manager will:

- (1) Serve as the primary interface between Contractor's Project Manager and County for the tasks and Deliverables set forth in this SOW;
- (2) Communicate to Contractor Project Manager any changes that may materially affect Contractor's provision of the Services set forth in this SOW;

- (3) Coordinate with Contractor’s Project Manager on Contractor’s efforts to resolve problems and issues related to the Services set forth in this SOW;
- (4) Work with Contractor’s Project Manager to resolve deviations, if any, from the Project Plan related to this SOW;
- (5) Coordinate resolution of issues raised by Contractor’s Project Manager pertaining to this SOW and, as necessary, escalate such issues within the County organization in accordance with County’s then current governance;
- (6) Serve as the liaison between Contractor’s Project team and all County departments participating in activities for the Services set forth in this SOW;
- (7) Notify Contractor of any County contacts for specific activities or tasks related to this SOW;

### 3.3 – Project Planning and Management

Under the direction of County’s Project Manager, Contractor shall apply analytical, technical and management skills and techniques to assure satisfactory, timely completion of Project Milestones, and shall establish a Project control and reporting System which will provide routine and realistic assessments of the Project progress throughout this SOW, against the approved Project Control Document, Project Milestones and Project Plan.

## 4. Services and Deliverables

The Services and Deliverables to be provided under this SOW include:

### 4.1 – Summary of Services

Task/Subtask Name	Deliverables
<b>Task 1 – Project Initiation</b>	
Subtask 1.1 – Plan and Deliver Kick-Off Meeting	Deliverable 1.1 – Kick-Off Meeting
Subtask 1.2 – Develop Project Control Document	*Deliverable 1.2 – Project Control Document
Subtask 1.3 – Provide Ongoing Project Management	Deliverable 1.3 – Ongoing Project Management
Subtask 1.4 – Conduct Technology Assessment	Deliverable 1.4 – Technology Assessment
Subtask 1.5 – Develop Project Plan for Implementation Services	*Deliverable 1.5 – Project Plan for Implementation Services
Subtask 1.6 – Conduct Ongoing Project Management for Phase 1 and Phase 2 Module Implementation	Deliverable 1.6 – Ongoing Project Management for Implementation Services

<b>Task/Subtask Name</b>	<b>Deliverables</b>
Subtask 1.7 – Document Data Migration Plan	*Deliverable 1.7 – Data Migration Plan
Subtask 1.8 – Develop Provider Communications Plan	Deliverable 1.8 – Provider Communications Plan
Subtask 1.9 – Provide Ongoing Provider Communications Activities	Deliverable 1.9 – Ongoing Provider Communications Activities
<b>Task 2 – Initiate and Provide Hosting Services</b>	
Subtask 2.1 – Prepare Hosting Services Delivery Document	Deliverable 2.1 – Hosting Services Delivery Document
Subtask 2.2 – Establish Hosting Environments	*Deliverable 2.2 – Establish Hosting Environments
Subtask 2.3 – Provide Hosting Services	*Deliverable 2.3 – Hosting Services
Subtask 2.4 – Conduct Service Level Monitoring and Reporting	*Deliverable 2.4 – Service Level Reports
Subtask 2.5 – Respond to Support Service Requests	*Deliverable 2.5 – Support Services
Subtask 2.6 – Maintain Security	*Deliverable 2.6 – Security Services
Subtask 2.7 – Define Contractor Process for Notifying County of Security Issues	Deliverable 2.7 – Contractor Notification Process for Security Issues
Subtask 2.8 – Conduct Backups and Restores	*Deliverable 2.8 – Backups Validation Report
Subtask 2.9 – Provide Business Continuity and Disaster Recovery Services	*Deliverable 2.9 – Business Continuity and Disaster Recovery
<b>Task 3 – Phased Design and Installation</b>	
Subtask 3.1 – Conduct Gap Analysis and Validate Requirements	*Deliverable 3.1 – Gap Analysis and Validated Requirements
Subtask 3.2 – Install, Configure and Customize Modules	*Deliverable 3.2 – Completion of Installation
Subtask 3.3 – LACPRS Data Migration	*Deliverable 3.3 – LACPRS Data Migration
<b>Task 4 – Testing</b>	
Subtask 4.1 – Develop Test Plan	*Deliverable 4.1 – Test Plan

<b>Task/Subtask Name</b>	<b>Deliverables</b>
Subtask 4.2 – Develop Test Scripts, Test Scenarios and Test Cycles	*Deliverable 4.2 – Test Scripts, Test Scenarios and Test Cycles
Subtask 4.3 – Perform Testing	Deliverable – 4.3 Testing
Subtask 4.4 – Perform Integration Testing	*Deliverable 4.4 – Integration Testing
Subtask 4.5 – Perform Regression Testing	Deliverable 4.5 – Completed Regression Testing
Subtask 4.6 – User Acceptance Test	*Deliverable 4.6 – User Acceptance Test
<b>Task 5 – Design, Build, and Test Interfaces</b>	
Subtask 5.1 – Document Functional and Technical Specifications for Interfaces	*Deliverable 5.1 – Functional and Technical Specifications for Interfaces
Subtask 5.2 – Build Interfaces	*Deliverable 5.2 – Build Interfaces
Subtask 5.3 – Test Interfaces	*Deliverable 5.3 – Interface Test Plan
<b>Task 6 – Deliver Go-Live Reports</b>	
Subtask 6.1 – Identify and Validate List of Reports	Deliverable 6.1 – Reports List
Subtask 6.2 – Reports Creation	*Deliverable 6.2 – Complete All Identified Reports
<b>Task 7 – Training Services and Materials</b>	
Subtask 7.1 – Develop Training Plan	*Deliverable 7.1 – Training Plan
Subtask 7.2 – Develop Training Materials	*Deliverable 7.2 – Training Materials
Subtask 7.3 – Conduct System Administrator and Help Desk Training	*Deliverable 7.3 – System Administrator and Help Desk Training
Subtask 7.4 – Conduct Super User Training	*Deliverable 7.4 – Super User Training
Subtask 7.5 – Conduct End User Training	*Deliverable 7.5 – End User Training
<b>Task 8 – Deployment and Acceptance</b>	
Subtask 8.1 – Develop and Validate Deployment Plan	*Deliverable 8.1 – Deployment Plan
Subtask 8.2 – Conduct Deployment	*Deliverable 8.2 – Successful Deployment
Subtask 8.3 – Transition to Production Support	Deliverable 8.3 – Go-Live
Subtask 8.4 – Provide Go-Live Support	*Deliverable 8.4 – Go-Live Support

<b>Task/Subtask Name</b>	<b>Deliverables</b>
Subtask 8.5 – Conduct Final Acceptance Test	*Deliverable 8.5 – Final Acceptance
Subtask 8.6 – Provide Production Support	*Deliverable 8.6 – Production Support
<b>Task 9 – Conduct Project Close-out Activities</b>	
Subtask 9.1 – Develop Project Close-out Checklist	Deliverable 9.1 – Project Closeout Checklist
Subtask 9.2 – Conduct Project Close-out	*Deliverable 9.2 – Project Close-out
<b>Task 10 – Maintenance and Support Services</b>	
Subtask 10.1 – Develop Maintenance and Support Plan	*Deliverable 10.1 – Maintenance and Support Plan
Subtask 10.2 – Provide Maintenance and Support Services	*Deliverable 10.2 – Maintenance and Support Services
Subtask 10.3 – Establish Data Transfer Methodology	*Deliverable 10.3 – Data Transfer Methodology
Subtask 10.4 – Provide Data Transfer	*Deliverable 10.4 – Provide Data Transfer

## 4.2 – Deliverable Development and Approval Process

This Section specifies a repeating process for developing Deliverables for this SOW. Each Deliverable will be developed in accordance with the following Contractor’s obligations, which will be sub-tasks to each individual task:

- (1) All Deliverables must be developed in the form and format agreed on by County and Contractor. Services on Key Deliverables will follow an Acceptance Certificate approved by County. As each Project Deliverable is submitted, Contractor must include a copy of the Acceptance Certificate as the cover sheet. A template to be used for each Acceptance Certificate during this Project can be found in Exhibit A.4 (Acceptance Certificate) attached to this Exhibit A (Statement of Work);
- (2) Develop agendas and coordinate scheduling with County for all necessary events (e.g., presentations, meetings) for the production of the Deliverable;
- (3) Complete the Acceptance Certificate, prior to Deliverable delivery or implementation, as appropriate, for approval by County, including validation by Contractor that the Deliverable conforms to the specifications and meets the Acceptance Criteria.

## 5. Tasks and Deliverables

Contractor shall be responsible for performing the following tasks for provision of Services under this SOW.

<b>Task 1 – Project Initiation</b>	
<b>Task Description</b>	
Contractor shall develop a Project Plan. The team members from Contractor and County will be introduced and their specific roles will be described.	
<b>Subtasks/Deliverables</b>	
<p><b>Subtask 1.1 – Plan and Deliver Kick-Off Meeting</b></p> <p>Contractor shall conduct the Kick-Off Meeting to provide an introduction to County Executive Leadership of the Services covered by this Exhibit A (Statement of Work), including the timelines, dependencies and nature of the work effort that will be required to implement this SOW.</p> <p>Before the Kick-Off Meeting,</p> <p>Contractor shall:</p> <ul style="list-style-type: none"> <li>• Work with County to identify all Contractor and County resources required to complete the tasks outlined in this SOW; and</li> <li>• Develop an agenda/schedule for the Project initiation.</li> </ul>	<p><b>Deliverable 1.1 – Kick-Off Meeting</b></p> <ul style="list-style-type: none"> <li>• Kick-Off Meeting materials for County review no later than ten (10) business days prior to the initiation meeting;</li> <li>• List of members who attended the Kick-Off Meeting; and</li> <li>• Kick-Off Meeting Summary Report.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• The Kick-Off Meeting Summary Report has been approved by County.</li> </ul>
<p><b>Subtask 1.2 – Develop Project Control Document</b></p> <p>Contractor shall prepare a Project Control Document (PCD). The PCD shall govern and manage the Implementation. The PCD shall use County standard or Contractor implementation process and tools, as agreed to by County and Contractor.</p> <p>The Contractor shall develop a comprehensive PCD that, at a minimum, includes the following components:</p> <ul style="list-style-type: none"> <li>• Introduction: Summarizes the PCD; a review of the shared vision for the project relationship, the strategic goal(s) of the implementation effort,</li> </ul>	<p><b>Deliverable 1.2 – Project Control Document (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• PCD</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Final PCD incorporates, and is consistent with, County-provided input.</li> <li>• Final PCD addresses all required elements described in Subtask 1.2 (Develop Project Control Document).</li> <li>• Final PCD has been approved by County.</li> <li>• Final PCD completed and approved prior to Project startup gateway.</li> </ul>

## Task 1 – Project Initiation

and how Contractor shall contribute to meet County’s operational objectives;

- Executive summary: Provides a high level overview of the main features and goals of the PCD;
- Project mission and objectives: Describes the operational need for proceeding with the project, the objectives to be achieved under the project and critical success factors for County, all based upon information provided to Contractor by County and any assumptions or limitations related to the PCD;
- Project scope: Describes the overall scope and Deliverables of the project. Acts as a confirmation of project scope, phasing, training and implementation objectives;
- Project Plan: Identifies the Phases within the overall Project Implementation and the key Deliverables within each Phase. It may also go down to the Task level, if appropriate;

Contractor shall provide the County with a PCD within three (3) weeks of the Effective Date of the Agreement. The PCD will be updated and maintained throughout the life of the project and will include the following components:

- System description – A brief statement describing the basic functionality and related components of the Core Application.
- Project organization, roles and responsibilities – A hierarchical structure depicting the organization of the project team and its reporting relationships. This should include the Contractor’s project team and key personnel, and any additional relevant



## Task 1 – Project Initiation

organizational relationships, as well as a description of the primary roles and responsibilities of the project team members.

- Key assumptions – Contractor shall include key assumptions used to develop the project approach, Project Plan and staffing resources. Contractor shall list all relevant assumptions made in the development of the Project Plan.
- Deliverables list – In sequential order or numbered Deliverables, a list of the Deliverables to be produced for each Task and Subtask, including a paragraph description of each Deliverable.
- The Project Schedule, including the schedule set forth in Section 6.1 (Project Schedule) of the Agreement.
- Project Milestone chart – A list of key Project Milestones, including Deliverables, the target completion date and action completion date.
- Communication plan(s)
  - A description of the primary means of communication that will be used throughout the project. This should include a description of any recurring Tasks and Subtasks (e.g., status meetings), and the date and time of such meetings.
  - A description of the contractor provider communications plan that will be used throughout the project. This should include how provider communications will be validated by the County, templates used for communications and a description of specific and

## Task 1 – Project Initiation

recurring Tasks and Subtasks that will be required to manage the communications with contract providers.

- Testing strategies – Contractor shall include in the Test Plan a description of the different types of tests that will be conducted against the software and the approach to be used, including the roles and responsibilities of each team member.
- Training strategies – Contractor shall include in the Training Plan a description of the training approach addressing technical training, end-user training and train-the-trainer.
- Risk management – Contractor shall include in the Risk Management Plan a description of the risk management process, including a tracking mechanism for potential project risks; the probability of those risks occurring; potential impact of those risks; and risk mitigation strategies.
- Issue escalation and dispute resolution procedures – Contractor shall include a description of the process to be used to resolve project conflicts, including a diagram of the process and key project team members responsible for issue escalation, decision-making and conflict resolution.
- Change management – Contractor shall include a description of the change control management process that will be used in order to mitigate any negative impact on the County as a result of System implementation and ongoing enhancements.

Contractor shall also update the PCD on a monthly basis with the exception of the Project Plan, Project Milestone chart and Risk

<b>Task 1 – Project Initiation</b>	
Management sections, which will be updated when changes are made.	
<p><b>Subtask 1.3 – Provide Ongoing Project Management</b></p> <p>Contractor shall manage project activities and resources, and track project status. This shall include managing and tracking all issues. The Contractor Project Manager will participate in project meetings to provide written Project Status Reports to the County Project Manager, no less frequently than monthly. The report will cover, at a minimum, project progress, plans, and outstanding issues.</p> <p><b>The Project Status Report will include but not limited to the following:</b></p> <ul style="list-style-type: none"> <li>• Executive summary – highlighting key accomplishments and issues</li> <li>• Tasks completed</li> <li>• Tasks delayed</li> <li>• Upcoming Tasks</li> <li>• Issue log</li> <li>• Deliverable status</li> <li>• Updated Project Plan</li> <li>• Contract provider requested and completed communications.</li> </ul>	<p><b>Deliverable 1.3 – Ongoing Project Management</b></p> <ul style="list-style-type: none"> <li>• Initial and updated project status reports with County provided input</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Deliverable addresses all elements described in Subtask 1.3 (Provide Ongoing Project Management);</li> <li>• Project Management activities are consistent with County Feedback;</li> <li>• Project Status Reports are regularly maintained and shall include clearly defined and explained tasks and subtasks.</li> </ul>
<p><b>Subtask 1.4 – Conduct Technology Assessment</b></p> <p>Contractor shall conduct a Technology Assessment to identify and document the technical requirements for the System, including end-user hardware devices, desktop software and operating systems, and WAN and LAN requirements for the successful implementation and operation of the System.</p> <p>As part of the Technology Assessment, Contractor in collaboration with County shall conduct a survey of County and end users’ technology environments. Contractor shall perform an assessment of survey results and perform a mutually agreeable sampling of</p>	<p><b>Deliverable 1.4 – Technology Assessment</b></p> <ul style="list-style-type: none"> <li>• Technology Assessment</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Final Technology Assessment incorporates, and is consistent with, County-provided input.</li> <li>• Final Technology Assessment addresses all required elements described in Subtask 1.4 (Conduct Technology Assessment).</li> <li>• Final Technology Assessment is delivered in accordance with the</li> </ul>

<b>Task 1 – Project Initiation</b>	
County and end users’ technology environments (not to exceed 7 Provider sites) and determine County’s readiness for the implementation of the System.	Agreement, Specifications and agreed delivery date, and has been approved by County.
<p><b>Subtask 1.5 – Develop Project Plan for Implementation Services</b></p> <p>Contractor shall develop and maintain a Project Plan for Phase 1 and Phase 2. The Project Plan will include:</p> <ul style="list-style-type: none"> <li>• Deliverables, tasks, and subtasks;</li> <li>• Key personnel assigned and their role, including level of commitment by resource;</li> <li>• Start and completion dates for each Deliverable, task, and subtask;</li> <li>• Acceptance Criteria for each Deliverable; and</li> <li>• Project Milestones.</li> </ul>	<p><b>Deliverable 1.5 – Project Plan for Implementation Services (Key Deliverable)</b></p> <p><i>Deliverables for Completion of Project Initiation Milestone:</i></p> <ul style="list-style-type: none"> <li>• Phase 1 Project Plan</li> </ul> <p><i>Deliverables for Productive Use of Phase 2 Milestone:</i></p> <ul style="list-style-type: none"> <li>• Phase 2 Project Plan</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• The Project Plan addresses all elements described in Subtask 1.5 (Develop Project Plan for Implementation Services);</li> <li>• Timelines detailed in the Project Plan are realistically achievable with reasonable effort as determined by County; and</li> <li>• The Project Plan has been approved by County.</li> </ul>
<p><b>Subtask 1.6 – Conduct Ongoing Project Management for Phase 1 and Phase 2 Module Implementation</b></p> <p>Contractor shall conduct ongoing Project management activities and will provide the following services:</p> <ul style="list-style-type: none"> <li>• Project status updates on a regular basis in considering the Project Plan, and current progress;</li> <li>• Contract provider communications tasks and updates.</li> <li>• Maintain and update the Project Plan;</li> </ul>	<p><b>Deliverable 1.6 – Ongoing Project Management for Phase 1 and Phase 2 Module Implementation</b></p> <ul style="list-style-type: none"> <li>• Initial and updated Project Plan with County provided input.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Deliverable addresses all elements described in Subtask 1.6 (Conduct Ongoing Project Management for Phase 1 and Phase 2 Module implementation);</li> <li>• Project Management activities are consistent with County feedback; and</li> </ul>

	<ul style="list-style-type: none"> <li>• Project Plan is regularly maintained and includes clearly defined and explained tasks and subtasks.</li> </ul>
<p><b>Subtask 1.7 – Document Data Migration Plan</b></p> <p>Contractor shall provide a Data Migration Strategy for the Phase 1 Modules. Contractor shall:</p> <ul style="list-style-type: none"> <li>• Provide specifications for Los Angeles County Participant Reporting System (“LACPRS”) data to be migrated into the Phase 1 Modules;</li> <li>• Provide contractual data elements specifications (e.g., Provider Name, Location, Type of Service) to County to ensure the Configuration plan meets County requirements;</li> <li>• Provide support to County as requested, and offer suggestions as appropriate based on Contractor’s experience and know how, to identify the data, information, and reports necessary to meet the County’s reporting objectives;</li> </ul> <p>Contractor shall develop a data migration plan that shall include, at a minimum:</p> <ul style="list-style-type: none"> <li>• County’s and Contractor’s roles and responsibilities;</li> <li>• Scope of migration activities including data cleanup, and data scrubbing;</li> <li>• Pre-migration requirements;</li> <li>• Migration test scripts and results report(s);</li> <li>• Process for updating and enhancing the migration approach and programs; and</li> <li>• Strategy for converting system data that includes a plan for restoring system data to the original stage, identifying changes/transactions that have been made to Existing System data.</li> </ul>	<p><b>Deliverable 1.7 – Data Migration Plan (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• Initial and updated data conversion plan including specifications, work packages for LACPRS data sources with County-provided input;</li> <li>• Specifications of LACPRS data migration;</li> <li>• Specifications of Agreement data elements Configuration.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Data Migration Strategy, including data migration plan, has been approved by County.</li> <li>• Data Migration Strategy is regularly maintained and includes clearly defined and explained tasks and subtasks.</li> </ul>

<p><b>Subtask 1.8 – Develop Provider Communications Plan</b></p> <p>Contractor shall develop a Provider Communications Plan, with tasks and subtasks, frameworks, templates, approach, guidelines, best practices, and sample content, including:</p> <ul style="list-style-type: none"> <li>• Recommendations for approaches to create awareness tailored to each audience category or User set;</li> <li>• Recommendations for implementing communications, including access to a comprehensive library or collection of communication examples or templates;</li> <li>• Provide sample content (e.g., communications matrix);</li> <li>• Recommendations for the role of communications in the overall organizational change effort;</li> <li>• Methodology for collecting key objectives and performance metrics to measure the effectiveness of communication activities;</li> <li>• Communication activities for the duration of the project, including at a minimum: <ul style="list-style-type: none"> <li>○ Tasks and subtasks describing the activities required to manage communications with contracted providers and recurring activities (e.g., status meetings);</li> <li>○ Target audiences (e.g., County, Contracted Providers, members of the public, etc.);</li> <li>○ Communications content;</li> <li>○ Communication channels;</li> <li>○ Communication Messengers; and</li> <li>○ Frequency.</li> </ul> </li> <li>• Identification of opportunities and barriers to effectively reach and communicate with targeted audiences;</li> <li>• Method of delivery for ongoing communications (e.g., webinars, e-</li> </ul>	<p><b>Deliverable 1.8 – Provider Communications Plan</b></p> <ul style="list-style-type: none"> <li>• Provider Communication Plan;</li> <li>• Sample content;</li> <li>• Updated Provider Communications Plan.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Deliverables address all required elements described in Subtask 1.8 (Develop Provider Communications Plan)</li> <li>• Provider Communications Plan includes frameworks, templates and best practices, and has been Approved by County.</li> <li>• Provider Communications Plan is consistent with the Project Control Document (PCD) and is incorporated into the PCD.</li> </ul>
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<p>newsletters, blogs, policy reports, community meetings, etc.);</p> <ul style="list-style-type: none"> <li>• Processes to capture and respond to audience responses;</li> <li>• Processes to evaluate and validate the effectiveness of communication strategies (e.g., comprehension surveys); and</li> <li>• Procedures to communicate and escalate issues through the County’s organizational structure.</li> </ul> <p>Contractor shall provide the Provider Communications Plan to County for review and update the Provider Communications Plan incorporating County feedback and recommendations for improvement.</p>	
<p><b>Subtask 1.9 – Provide Ongoing Provider Communications Activities</b></p> <p>Contractor shall provide ongoing communication activities and ready-to-send messages, including:</p> <ul style="list-style-type: none"> <li>• Construction of Emails announcing changes, updates, or other relevant information to increase the providers’ use and/or understanding of the System;</li> <li>• Communications through other communication methods or channels as described in the Provider Communications Plan;</li> <li>• Ongoing assessment of the effectiveness of communication activities;</li> <li>• Ongoing improvement of the Provider Communications Plan, including the incorporation of feedback provided by County; and</li> <li>• Communication of critical issues identified by Contractor to County Project Manager regarding communications to Contracted Providers.</li> </ul> <p>Communications will be delivered by County unless another method of delivery has been Approved by County.</p>	<p><b>Deliverable 1.9 – Ongoing Provider Communications Activities</b></p> <ul style="list-style-type: none"> <li>• Ongoing provider communications activities.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Ongoing provider communications activities address all elements described in Subtask 1.9 (Provide Ongoing Provider Communications Activities).</li> </ul>

<b>Task 2 – Initiate and Provide Hosting Services</b>	
<b>Task Description</b>	
<p>Contractor will initiate and provide the Hosting Services, and manage, monitor, and maintain the Hosting Environment in accordance with the requirements of the Agreement, and this Statement of Work. The Hosting Services will include documentation of account management processes and approach, operations and administration, database administration, change management, capacity management, performance management, and Service Level monitoring and reporting. Documentation includes Contractor standard hosting service documentation that may be amended to address County specific requirements.</p>	
<b>Subtasks/Deliverables</b>	
<p><b>Subtask 2.1 – Prepare Hosting Services Delivery Document</b></p> <p>Contractor will develop, maintain, and update a Hosting Services Delivery Document which includes Contractor’s approach to the following:</p> <ul style="list-style-type: none"> <li>• Transition of Licensed Software from responsibility of Contractor Project implementation team to Contractor Hosting Services team;</li> <li>• Access management process (assisting with County’s authentication and provisioning of the user) including: <ul style="list-style-type: none"> <li>• County user accounts; and</li> <li>• Contractor Personnel accounts;</li> </ul> </li> <li>• Operations and Administration, including: <ul style="list-style-type: none"> <li>• Contractor infrastructure;</li> <li>• Recommendations for improvements to County infrastructure; and</li> <li>• Contractor and County roles and responsibilities;</li> </ul> </li> <li>• Capacity planning and management, including:</li> </ul>	<p><b>Deliverable 2.1 – Hosting Services Delivery Document</b></p> <ul style="list-style-type: none"> <li>• Hosting Services Delivery Document.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• The Hosting Services Delivery Document incorporates, and is consistent with, County-provided input;</li> <li>• The Hosting Services Delivery Document address all elements described in Subtask 2.1 (Prepare Hosting Services Delivery Document).</li> <li>• The Hosting Services Delivery Document has been approved by County.</li> </ul>



## Task 2 – Initiate and Provide Hosting Services

- Storage, network, and processing capabilities; and
- Monitoring performance;
- Management of Contractor-provided servers; including:
  - Monitoring;
  - Updating; and
  - Optimizing performance;
- Maintaining Service Levels
- Defining and developing alerts (network latency alert, saturation alert, etc.);
- Service Level monitoring and reporting, including:
  - Alerts;
  - Service metrics;
  - Monitoring tools;
  - Service Request Tracking System;
  - Audits;
  - Address in weekly Contractor meetings with County; and
  - Processes for communicating scheduled outages;
- Maintaining security, including:
  - Physical security; and
  - Logical security;
  - The above will include the incorporation of any requirements provided as part of Exhibit A.1 (Solution Requirements) that includes the network

**Task 2 – Initiate and Provide Hosting Services**

<p>diagram prepared as part of the Agreement. Should any requirements related to security change, County will work with Contractor as provided for in this Agreement to address any such changes</p> <ul style="list-style-type: none"> <li>• Preventative maintenance, including technology refreshes to remain current with applicable industry standards;</li> <li>• Defining procedures for backups and restores, including:             <ul style="list-style-type: none"> <li>• Frequency;</li> <li>• Method;</li> <li>• Validation; and</li> <li>• Defining restore checkpoints; and</li> </ul> </li> <li>• Providing business continuity and disaster recovery services.</li> </ul> <p>Contractor will review the draft Hosting Services Delivery Document with County.</p> <p>Contractor will incorporate County feedback and proposed changes as appropriate into the County Hosting Services Delivery Document and submit a final version to County for Approval.</p>	
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<p><b>Subtask 2.2 – Establish Hosting Environments</b></p> <p>Contractor shall establish the Hosting Environments for the System, necessary for the County to access and operate the System in accordance with Exhibit A.1 (Solution Requirements). The Hosting Environments must reside in secured location within the Continental United States.</p> <p>The Hosting Environments shall include the following:</p>	<p><b>Deliverable 2.2 – Establish Hosting Environments (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• User Acceptance Testing Environment installed and operational;</li> <li>• Production Environment installed and operational; and</li> <li>• Training Environment installed and operational.</li> </ul> <p><b>Acceptance Criteria:</b></p>
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<b>Task 2 – Initiate and Provide Hosting Services</b>	
<ul style="list-style-type: none"> <li>• Build Environment (BUILD) – an environment to manage configuration and table definitions for the System</li> <li>• Sandbox Environment (SANDBOX) – an environment used to test/try new functionality that may be contemplated for possible implementation including Developed Modules or New Software.</li> <li>• User Acceptance Testing (UAT) Environment – an end user testing and staging environment to verify and validate the documented and approved business and functional System Requirements and end-to-end workflow;</li> <li>• Production Environment – a fully tested and integrated environment accessible by Users for use of the System in Production Use; and</li> <li>• Training Environment – an environment used to train Users by using samples of production data.</li> </ul>	<ul style="list-style-type: none"> <li>• Established Hosting Environments have been approved by County.</li> </ul>
<p><b>Subtask 2.3 – Provide Hosting Services</b></p> <p>Throughout the Term of the Agreement, Contractor will provide Hosting Services in accordance with the Agreement, this Statement of Work, and the Service Level Agreement.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> <li>• Operate the Licensed Software and the Hosting Services on a 24x7x365 basis;</li> <li>• Provide County with access to the Licensed Software and Hosting Services as described in the Hosting Services Delivery Document prepared as Deliverable 2.1 (Hosting Services Delivery Document) and as provided in Exhibit M (Interfaces) for the Microsoft Interface;</li> </ul>	<p><b>Deliverable 2.3 – Hosting Services (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• Hosting Services.</li> <li>• Calls as requested by County and monthly reports.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• The Hosting Services comply with the Specifications.</li> <li>• The Hosting Services address all elements described in Subtask 2.3 (Provide Hosting Services).</li> </ul>

<b>Task 2 – Initiate and Provide Hosting Services</b>	
<ul style="list-style-type: none"> <li>• Provide, monitor, and maintain Hosting Hardware, Hosting Software, and communications infrastructure, including:               <ul style="list-style-type: none"> <li>• Physical infrastructure for data center (e.g., facility, environment, power);</li> <li>• Shared networking and application infrastructure; and</li> <li>• Computer systems, network equipment, and Contractor WAN;</li> <li>• In coordination with Support Services, monitor all inbound and outbound Interfaces and provide County with notice of inactive Interfaces or other potential connectivity issues; and</li> <li>• In coordination with Support Services, provide and maintain all Licensed Software, Hosting Software, and Third-Party Product licenses and sublicenses, and Documentation required to provide the Hosting Services.</li> </ul> </li> </ul> <p>Contractor will conduct calls as requested by County to discuss Hosting Services activities and related issues.</p> <p>Contractor will provide tools to online reports relating to Hosting Services issues and in the event the reports to which the County is provided access do not address the County’s needs, Contractor will provide custom reports to provide the information</p>	
<p><b>Subtask 2.4 – Conduct Service Level Monitoring and Reporting</b></p> <p>Contractor will conduct monitoring and reporting of Service Levels to County, including:</p>	<p><b>Deliverable 2.4 – Service Level Reports (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• Calls as requested by County.</li> </ul>

<b>Task 2 – Initiate and Provide Hosting Services</b>	
<ul style="list-style-type: none"> <li>• Continuously monitoring the Hosting Environment;</li> <li>• Deliver online access to County showing Service Level performance;</li> <li>• Providing County with tools to measure Licensed Software and Hosting Services response time; and</li> <li>• Provide designated County staff capability to query and retrieve data from production System databases.</li> </ul> <p>Contractor will provide tools to online reports relating to Service Level Reports (e.g. performance metrics and system accounting information) and in the event the reports to which the County is provided access do not address the County’s needs, Contractor will provide custom reports to provide the information</p> <p>Contractor will conduct calls as requested by County to discuss Service Level monitoring activities and related issues.</p>	<ul style="list-style-type: none"> <li>• Access to or provide Monthly Service Level Reports.</li> <li>• Response time measurement tool.</li> <li>• County ability to query and retrieve data from production databases.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Provide access to or provide a monthly Service Level Reports include sufficient detail to verify compliance with Service Levels and are County Approved.</li> <li>• County querying and retrieval access to production databases successfully established.</li> </ul>
<p><b>Subtask 2.5 – Respond to Support Service Requests</b></p> <p>In coordination with Support Services, Contractor will provide Support Services as required in the Agreement.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> <li>• Participate in weekly meetings with County to discuss status of, and improvement of response time to logged issues, service requests;</li> <li>• Provide technical guidance to County on Configuration of County internal network and workstations, peripheral devices, and other County hardware to enable connectivity to Hosting Services;</li> </ul>	<p><b>Deliverable 2.5 – Support Services (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• Support Services.</li> <li>• Calls as requested by County and monthly reports.</li> <li>• Service Report Tracking System.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Support Services contain all elements required by Subtask 2.4 (Respond to Support Service Requests), and are County Approved.</li> </ul>

**Task 2 – Initiate and Provide Hosting Services**

- Provide recommendations to County for issue identification and resolution procedures, including steps to diagnose whether issues originate in County-owned or Contractor-hosted systems;
- Notify County of any issues Contractor discovers that may adversely impact the Hosted Services;
- Notify County of any planned outages within the timeframes specified in Exhibit B (Service Level Agreement);
- Provide, manage, and maintain a method for proper notification and escalation of issues;
- Track all incidents and problems reported by County; and
- Contractor will provide tools to online reports relating to incident and management reports and in the event the reports to which the County is provided access do not address the County’s needs, Contractor will provide custom reports to provide the information

Contractor will set up a Service Request Tracking System as required by the Agreement.

Contractor will conduct calls as requested by County to discuss service requests and related issues.

Contractor will provide tools to online reports relating to service requests and in the event the reports to which the County is provided access do not address the County’s needs, Contractor will provide custom reports to provide the information.

**Task 2 – Initiate and Provide Hosting Services**

**Subtask 2.6 – Maintain Security**

Contractor will provide security management services in accordance with the Agreement and this Statement of Work.

Contractor will:

- On an ongoing basis, provide input and written recommendations into County security plan
- Provide data center physical security measures and controls;
- Manage physical access to Contractor facilities with access entitlement control;
- Utilize encryption in storing and transmitting County Data;
- Provide physical and logical security of all service components (hardware and software) and data;
- Monitor for System security errors, exceptions, and attempted violations;
- Implement and monitor network intrusion and virus detection systems throughout Hosted Services network and computing infrastructure;
- Provide and maintain virus protection;
- Employ a security manager to enforce Contractor security procedures and resolve issues;
- Provide and manage URL access to Internet sites approved for appropriate business purposes;
- Provide Hosting Environment security plan and infrastructure based on security requirements, standards, procedures, policies, County, federal, and state and risks;
- Implement physical and logical security plans for all Hosting Environment components consistent

**Deliverable 2.6 – Security Services (Key Deliverable)**

- Security management services.
- Input to update County security plan.
- Calls as requested by County
- Provide access to data for statistics or a monthly reports.

**Acceptance Criteria:**

- Security Management Services contain all elements required by Subtask 2.6 (Maintain Security).

**Task 2 – Initiate and Provide Hosting Services**

<p>with Contractor security policies and industry standards;</p> <ul style="list-style-type: none"> <li>• Implement logical security plans for all Hosting Environment components consistent with applicable County security policies as it relates to the System;</li> <li>• Report security violations to County per County policies and in accordance with Subtask 2.6 (Define Contractor Process for Notifying County of Security Issues); and</li> <li>• Provide and maintain all documentation required for security audits and internal control and control testing.</li> </ul> <p>Contractor will provide all Security Management Services in compliance with all applicable federal, state and County requirements.</p> <p>Contractor will conduct calls as requested by County to discuss security activities and related issues.</p> <p>Contractor will provide tools to online reports relating to security activities and in the event the reports to which the County is provided access do not address the County’s needs, Contractor will provide custom reports to provide the information</p>	
<p><b>Subtask 2.7 – Define Contractor Process for Notifying County of Security Issues</b></p> <p>Contractor will define the Contractor process for notifying County of security issues and incidents in accordance with the Agreement, including:</p> <ul style="list-style-type: none"> <li>• Breaches of Licensed Software, and Contractor systems and databases;</li> </ul>	<p><b>Deliverable 2.7 – Contractor Notification Process for Security Issues</b></p> <ul style="list-style-type: none"> <li>• Contractor Security Issues and Incidents Notification Processes.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Contractor Security Issues and Incidents Notification Processes address all elements described in Subtask 2.7 (Define</li> </ul>



<b>Task 2 – Initiate and Provide Hosting Services</b>	
<ul style="list-style-type: none"> <li>• Unauthorized exposure or transmission of County Data held by Contractor; and</li> <li>• Unauthorized physical access to Contractor facilities where County Data is held.</li> </ul> <p>Contractor’s process for notifying County will include:</p> <ul style="list-style-type: none"> <li>• Timeline for notifying County of the security issue;</li> <li>• Method of notifying County;</li> <li>• County recipient of Contractor notifications; and</li> <li>• Contractor Personnel responsible for notifying County.</li> </ul> <p>Contractor will, with input from County, define levels of severity for security issues and incidents.</p> <p>Contractor will review the Security Issues and Incidents Notification Processes with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the Security Issues and Incidents Notification Processes and submit a final version to County for Approval.</p>	<p>Contractor Process for Notifying County of Security Issues).</p> <ul style="list-style-type: none"> <li>• Contractor Security Issues and Incidents Notification Processes have been Approved by County.</li> </ul>
<p><b>Subtask 2.8 – Conduct Backups and Restores</b></p> <p>Contractor will conduct the backups and restores required by the Agreement, including:</p> <ul style="list-style-type: none"> <li>• Regular backups of all County Data;</li> <li>• Backups of Licensed Software and Third-Party Products in accordance with the Hosting Services Delivery Document; and</li> <li>• Backup validation.</li> </ul>	<p><b>Deliverable 2.8 – Backups Validation Report (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• Backups validation report.</li> <li>• Calls as requested by County</li> <li>• Required reports as per Subtask 2.8 (Conduct Backups and Restores).</li> </ul> <p><b>Acceptance Criteria:</b></p>

<b>Task 2 – Initiate and Provide Hosting Services</b>	
<p>Contractor will conduct calls as requested by County to discuss backup and restore activities and related issues.</p> <p>Contractor will provide County with monthly reports certifying successful backup validation</p>	<ul style="list-style-type: none"> <li>The Backups validation report address all elements described in Subtask 2.8 (Conduct Backups and Restores).</li> </ul>
<p><b>Subtask 2.9 – Provide Business Continuity and Disaster Recovery Services</b></p> <p>Contractor will provide prioritized business continuity and disaster recovery services for the Hosting Services and associated infrastructure (e.g., servers, network connection) in accordance with the Agreement.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> <li>Develop and maintain detailed Business Continuity Plan and Disaster Recovery Plan per the Agreement;</li> <li>Provide County with a copy of Contractor’s current Business Continuity Plan and Disaster Recovery Plans per the Agreement;</li> <li>Review and update the Business Continuity Plan and Disaster Recovery Plans on at least an annual basis;</li> <li>Develop action plan to mitigate risks and issues discovered during the Business Continuity Plan and Disaster Recovery Plan review;</li> <li>Notify County if Contractor conducts fail over; and</li> <li>Provide County with copies of all updates to the Business Continuity Plan and Contractor’s standard Disaster Recovery Plan.</li> <li>Conduct business continuity and disaster recovery testing and when such testing may interfere with the System, establish times mutually</li> </ul>	<p><b>Deliverable 2.9 – Business Continuity and Disaster Recovery (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>Contractor’s current Business Continuity Plan and Disaster Recovery Plan.</li> <li>Report of Business Continuity Plan and Disaster Recovery Plan test results.</li> <li>Updated Business Continuity Plan and Disaster Recovery Plan.</li> <li>Calls as requested by County and required reporting as per Subtask 2.9 (Provide Business Continuity and Disaster Recovery Services).</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>County-Approved Business Continuity Plan and Disaster Recovery Plans.</li> <li>County-Approved Business Continuity Plan and Disaster Recovery Plan test results.</li> </ul>

<b>Task 2 – Initiate and Provide Hosting Services</b>	
<p>agreed upon by County and Contractor.</p> <p>Contractor will initiate the Disaster Recovery Plan in the event of a Contractor disaster recovery situation and notify County per the Agreement and disaster recovery policies and procedures.</p> <p>Contractor will coordinate with County during a Contractor disaster recovery situation per the Agreement and disaster recovery policies and procedures.</p> <p>Contractor will conduct calls as reasonably requested and scheduled by County to discuss business continuity and disaster recovery activities and related issues.</p> <p>Contractor will report on business continuity and disaster recovery activities and provide alerts to County of any issues.</p>	

<b>Task 3 – Phased Design and Installation</b>
<b>Task Description</b>
<p>Contractor shall provide the Services to design and implement the Phase 1 and Phase 2 Modules. As part of this task, Contractor shall conduct discovery, design, Configuration, Customizations, and installation activities for the Phase 1 and Phase 2 Modules. Contractor shall install the following components which will include the clinical, billing, and administrative functionalities that satisfy the requirements for County’s participation in the State Drug Medi-Cal Organized Delivery Service for 1115 Waiver as set forth in Exhibit A.1 (Solution Requirements):</p> <ul style="list-style-type: none"> <li>• <b>Administrative</b></li> <li>• <b>Screening</b></li> <li>• <b>Assessments</b></li> <li>• <b>Patient Profile, Intake</b></li> <li>• <b>Admission/Discharge</b></li> <li>• <b>Consent and Referral</b></li> <li>• <b>Treatment Team/Plan/Review</b></li> <li>• <b>Progress Notes</b></li> <li>• <b>Outcomes</b></li> <li>• <b>Clinical Management</b></li> </ul>

**Task 3 – Phased Design and Installation**

- **County Waitlist**

Contractor shall incorporate the functionalities of the Authorization and Utilization Management (AUM), Service and Bed Availability Tool (SBAT), eBilling, and eContract Monitoring Systems as set forth in Exhibit A.1 (Solution Requirements). Contractor’s design and installation of Modules shall be informed by County SMEs, who will provide ongoing input and feedback with respect to the System Requirements for the AUM, SBAT, eBilling and eContract Monitoring Systems.

**Subtasks/Deliverables**

<p><b>Subtask 3.1 – Conduct Gap Analysis and Validate Requirements</b></p> <p>Contractor shall conduct Discovery Activities in preparation for the Phase 1 and Phase 2 Modules deployment activities. This on-site gap analysis, will include:</p> <ul style="list-style-type: none"> <li>• Identify current and to-be User workflows, and focusing as to current workflows, only on changes that will be required to those workflows in the to-be state;</li> <li>• Analysis of County’s business and clinical processes, data flows, current system functionalities, and key areas of need including County’s eBilling, eContract Monitoring, AUM, SBAT Systems;</li> <li>• The “gap” between current functionality and desired functionality as needed to identify changes to existing workflows as described in Phase 1 and Phase 2 items in Exhibit A.1 (Solution Requirements) including future needs per DMC-ODS;</li> <li>• Prioritization of the gaps.</li> </ul> <p>Contractor shall conduct requirements validation activities in preparation for the Phase 1 and Phase 2 Modules deployment activities. This will, at a minimum, include:</p> <ul style="list-style-type: none"> <li>• Conduct meetings for validation of</li> </ul>	<p><b>Deliverable 3.1 – Gap Analysis and Validated Requirements (Key Deliverable)</b></p> <p><i>Deliverables for Complete Design Milestone:</i></p> <ul style="list-style-type: none"> <li>• Phase 1 Completed Discovery Activities;</li> <li>• Phase 1 Completed Discovery Activities Findings Report and Gap Analysis;</li> <li>• Phase 1 Validated Requirements.</li> </ul> <p><i>Deliverables for Productive Use of Phase 2 Milestone:</i></p> <ul style="list-style-type: none"> <li>• Phase 2 Completed Discovery Activities;</li> <li>• Phase 2 Completed Discovery Activities Findings Report and Gap Analysis;</li> <li>• Phase 2 Validated Requirements.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Deliverable addresses all elements described in Subtask 3.1 (Conduct Gap Analysis and Validate Requirements).</li> <li>• Discovery Activities Findings Report and Gap Analysis has been approved by County.</li> <li>• County approved list of validated System Requirements</li> </ul>
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<b>Task 3 – Phased Design and Installation</b>	
<p>Phase 1 and Phase 2 Modules Requirements with County SMEs;</p> <ul style="list-style-type: none"> <li>• Identify any missing, unclear, or extraneous requirements;</li> <li>• Update and validate Phase 1 and Phase 2 Modules requirements with County SMEs; and</li> <li>• Document changes to requirements final validated requirements.</li> <li>• Delivery of demonstrations and feedback sessions to County Providers in conjunction with County.</li> </ul>	
<p><b>Subtask 3.2 – Install, Configure and Customize Modules</b></p> <p>Contractor shall install, configure, and customize the following Modules in adherence to the findings and requirements of Subtask 3.1 (Conduct Gap Analysis and Validate Requirements) and in accordance with the phases set forth in Exhibit A.1 (Solution Requirements). Contractor shall perform Configurations, or other Services, including Developed Modules development, necessary to meet all System Requirements as specified in completed discovery activities findings report and gap analysis as delivered under Deliverable 3.1 (Gap Analysis and Validated Requirements).</p> <p>Contractor anticipates the following modules may include Configuration and/or Customizations for County:</p> <ul style="list-style-type: none"> <li>• Administrative modules</li> <li>• Patient Profile, Intake</li> <li>• Admission/Discharge (LACPRS requirements) Annual Outcomes (LACPRS requirements)</li> </ul>	<p><b>Deliverable 3.2 – Completion of Installation (Key Deliverable)</b></p> <p><i>Deliverables for Complete Build Milestone:</i></p> <ul style="list-style-type: none"> <li>• System is installed and operational in the UAT Environment, and fully conforms to Phase 1 requirements as specified in Exhibit A.1 (Solution Requirements) and conforms to Deliverable 3.1 (Gap Analysis and Validated Requirements).</li> </ul> <p><i>Deliverables for Productive Use of Phase 2 Milestone:</i></p> <ul style="list-style-type: none"> <li>• System is installed and operational in the UAT Environment, and fully conforms to Phase 2 requirements as specified in Exhibit A.1 (Solution Requirements) and conforms to Deliverable 3.1 (Gap Analysis and Validated Requirements).</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Deliverable addresses all elements described in Subtask 3.2 (Install, Configure and Customize Modules) and</li> </ul>

### Task 3 – Phased Design and Installation

Contractor anticipates the following modules may be enabled or disabled based on the business needs expressed in accordance with the phases set forth in Exhibit A.1 (Solution Requirements):

- Screening (SA/MH/TBI)
- Assessments, which shall include, at a minimum, the American Society of Addiction Medicine (ASAM) tools, and all clinical assessment and screening tools (e.g., DENS ASI, ASI Lite, ASI, etc.) provided as features in the generally available commercial release of Contractor’s MyAvatar and ProviderConnect products as of the Effective Date
- Consent and Referral
- Treatment Team/Plan/Review
- Progress Notes (billable and non-billable)
- Clinical Management ToolsCase Management Notes
- Provider Certification
- County Waitlist
- Direct link to the electronic version of the ASAM-CS tool and ASAM Triage Tool

Contractor shall install and configure/customize the modules as outlined in Exhibit A.1 (Solution Requirements).

Contractor shall incorporate the functionalities, in compliance with Exhibit A.1 (Solution Requirements) from modules to the following systems:

- eBilling
- SBAT
- eContract Monitoring

in compliance with Exhibit A.1 (Solution Requirements); and

- Modules are in compliance with Exhibit B.2 (Web Application Secure Coding Standards) and Exhibit B.3 (Application Security Requirements).

<b>Task 3 – Phased Design and Installation</b>	
<p><b>Subtask 3.3 – LACPRS Data Migration</b></p> <p>Contractor shall conduct LACPRS data migration for Phase 1 Modules with respect to current LACPRS data, limited to open/active records or records required by the State, that will include, but not be limited to, data clean up, data mapping, and data conversion testing.</p> <p>Contractor shall conduct the loading of flat files from or made accessible by County into the System.</p>	<p><b>Deliverable 3.3 – LACPRS Data Migration (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>Completed data conversion loaded into the System by Contractor, per Subtask 3.3 (LACPRS Data Migration).</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>Data migration completed and approved by County.</li> </ul>

<b>Task 4 – Testing</b>	
<b>Task Description</b>	
<p>Contractor shall develop a comprehensive Test Plan with input and participation from County covering all testing necessary to confirm that all Modules function in an integrated fashion in accordance with County’s requirements.</p> <p>Contractor shall provide Services with County input and participation to develop test scripts, test scenarios, associated test conditions and expected results for Testing.</p> <p>Contractor shall monitor the progress, and validate completion, of all prerequisites identified in the Test Plan. Contractor shall assist County in performing End-to- End testing in accordance with the Test Plan developed.</p>	
<b>Subtasks/Deliverables</b>	
<p><b>Subtask 4.1 – Develop Test Plan</b></p> <p>Contractor shall develop Phase 1 and Phase 2 Test Plan documents with input and participation from County that identify all major aspects and phases of testing throughout the Project. The Test Plans will detail Contractor’s approach to performing and/or supporting the following testing phases:</p> <ul style="list-style-type: none"> <li>Unit Testing</li> <li>System Validation</li> <li>End-to-End Testing</li> </ul>	<p><b>Deliverable 4.1 – Test Plan (Key Deliverable)</b></p> <p><i>Deliverables for Complete Test Milestone:</i></p> <ul style="list-style-type: none"> <li>Draft Phase 1 Test Plan</li> <li>Final Phase 1 Test Plan incorporating County feedback</li> <li>Updated Phase 1 Test Plan</li> </ul> <p><i>Deliverables for Productive Use of Phase 2 Milestone:</i></p> <ul style="list-style-type: none"> <li>Draft Phase 2 Test Plan</li> <li>Final Phase 2 Test Plan incorporating</li> </ul>

## Task 4 – Testing

The Test Plans will include a test approach for each testing phase. The test approach will include:

- Test overview including objectives and coverage;
- Testing control;
- Resourcing, including staffing (i.e., test user roles), infrastructure and communication protocols which will include County and Contractor resources;
- How County will participate in the testing, including detailed roles and responsibilities;
- Test schedule with key dates and Deliverables;
- Identification of recommended prerequisites to begin each testing phase;
- Testing sequence and interdependencies between testing phases;
- Testing metrics (expected outcomes, including reports);
- Configuration management;
- Change control;
- Exit criteria;
- Deficiency severity definitions based on the Agreement;
- Communication procedures for Deficiency identification, resolution, retesting and escalation related to testing;
- Assumptions, issues and risks.

County feedback

- Updated Phase 2 Test Plan

### Acceptance Criteria:

- Contractor completes review of draft Test Plan with individuals as identified by County's Project Manager.
- Final Test Plan incorporates, and is consistent with, County feedback.
- Final Test Plan addresses all elements required in Subtask 4.1 (Develop Test Plan).
- Final Test Plan is delivered in accordance with the Agreement, Specifications and Project Schedule date, and has been approved by County.



<b>Task 4 – Testing</b>	
<p>Contractor shall develop a draft Test Plan for each Phase and submit it to County for review and feedback.</p> <p>Contractor shall review and incorporate County feedback and proposed changes into each Test Plan and submit final versions to County for Approval.</p> <p>Throughout the Project, Contractor shall review and update the Test Plans as required by County to increase testing effectiveness and efficiency and resolve testing problems, but at a minimum, Contractor shall review and update the Test Plans prior to each deployment.</p> <ul style="list-style-type: none"> <li>Contractor shall submit Test Plan updates to County for review and Approval.</li> </ul>	
<p><b>Subtask 4.2 – Develop Test Scripts, Test Scenarios and Test Cycles</b></p> <p>Contractor shall provide Services, with County input and participation, to develop test scripts, test scenarios, associated test conditions, and expected results. Test script templates and test scenarios will take into account to-be departmental workflows, County provided policies and procedures as created by County, County provided actual patient scenarios, and cross-departmental processes related the System, and activities for Testing in accordance with Subtask 4.3 (Perform Testing).</p> <p>Contractor shall:</p> <ul style="list-style-type: none"> <li>Provide County with samples/templates of test scripts and test scenarios;</li> <li>Work with County to identify and document relevant test scenarios;</li> <li>Document with County test scenarios and test patient data</li> </ul>	<p><b>Deliverable 4.2 – Test Scripts, Test Scenarios and Test Cycles (Key Deliverable)</b></p> <p><i>Deliverables for Complete Test Milestone:</i></p> <ul style="list-style-type: none"> <li>Sample/Template Phase 1 test scripts;</li> <li>Review and validation of final Phase 1 test scripts;</li> <li>Final Phase 1 issue tracking form; and</li> <li>Template Phase 1 Test script catalog.</li> </ul> <p><i>Deliverables for Productive Use of Phase 2 Milestone:</i></p> <ul style="list-style-type: none"> <li>Sample/Template Phase 2 test scripts;</li> <li>Review and validation of final Phase 2 test scripts;</li> <li>Final Phase 2 issue tracking form; and</li> <li>Template Phase 2 Test script catalog.</li> </ul>

#### Task 4 – Testing

<p>requirements;</p> <ul style="list-style-type: none"><li>• Support County in developing detailed test scripts built upon Contractor provided samples;</li><li>• Review and test County adapted test scripts and recommend revisions to ensure scripts are comprehensive and effective to test all Modules content and functionality;</li><li>• Monitor progress on test script and development;</li></ul> <p>Validate completeness of test scripts and to ensure that test scripts and test scenarios take into account departmental workflows, County provided policies;</p> <ul style="list-style-type: none"><li>• Notify County of any risks to schedule, quality or completeness of the test scripts and common test data being developed;</li><li>• Identify systemic issues related to completion of test scripts or test data (e.g., time management, complexity, data quality, training issues) and provide County with recommendations for addressing them (e.g., through additional training, augmenting resources);</li><li>• Provide additional required resources to the addressed issues and recommendations above;</li><li>• Develop issue tracking forms for Phase 1 and Phase 2 testing;</li><li>• Archive test scripts after all testing phases are completed and provide to County after Final Acceptance;</li><li>• Provide support by responding to all County ad hoc calls and emails in a</li></ul>	<p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"><li>• Test scripts and test scenarios completed;</li><li>• County approved template test script catalog.</li></ul>
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<b>Task 4 – Testing</b>	
<p>timely manner to address questions as they arise; and</p> <ul style="list-style-type: none"> <li>• Deliver training on test scripts data development to County personnel.</li> </ul> <p>Contractor shall develop test script template catalogs and submit them to County for review, localization and feedback.</p> <p>Contractor shall review and incorporate County feedback and proposed changes into the test script catalog and submit a final version to County for Approval.</p>	
<p><b>Subtask 4.3 – Perform Testing</b></p> <p>Contractor shall assist County in conducting testing, record progress, and validate completion, of all prerequisites to Testing identified in the Test Plan. Contractor shall:</p> <ul style="list-style-type: none"> <li>• Monitor the progress of all prerequisites to Testing identified in the Test Plan;</li> <li>• Notify County of any issues, problems or incidents affecting the completion of any prerequisites to Testing in accordance with the timeline identified in the Test Plan;</li> <li>• Validate the completion of all Testing prerequisites identified in the Test Plan; and</li> <li>• Notify County when all prerequisites to Testing identified in the Test Plan have been completed.</li> </ul> <p>Contractor shall perform Testing in accordance with the Test Plan and assist County in performing End-to-End Testing activities. Contractor shall:</p> <ul style="list-style-type: none"> <li>• Use the test scripts selected and developed in Subtask 4.2 (Develop Test Scripts, Test Scenarios and Test Cycles) to conduct Contractor Internal Validation</li> </ul>	<p><b>Deliverable 4.3 – Testing</b></p> <ul style="list-style-type: none"> <li>• Complete Testing prerequisites identified in the Test Plan;</li> <li>• Complete -internal End-to-End Testing in accordance with the Test Plan;</li> <li>• Complete Testing; and</li> <li>• Complete Test documentation, including Deficiency log with documented resolution.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Contractor validated completion of all prerequisites to Testing identified in the Test Plan;</li> <li>• Contractor validated completion of Testing;</li> <li>• Contractor validated completion of all Go-Live Issues, Deficiencies logged in Testing; and</li> <li>• County approved test documentation.</li> </ul>

<b>Task 4 – Testing</b>	
<p>and prior to County’s Testing;</p> <ul style="list-style-type: none"> <li>• Provide support during Testing activities in accordance with Test Plan and test scripts;</li> <li>• Review County log of Deficiencies;</li> <li>• Resolve all Deficiencies impacting Go-Live and support County personnel in trouble shooting issues;</li> <li>• Assist County with re-testing Deficiency fixes;</li> <li>• Regularly communicate with County regarding status and schedule of Testing; and</li> <li>• Document test results.</li> </ul> <p>Contractor shall monitor status and schedule of Testing and support re- testing resolved Deficiencies. Contractor shall conduct daily wrap up sessions that include:</p> <ul style="list-style-type: none"> <li>• Testing progress update;</li> <li>• Review of open issues; and</li> <li>• Strategy and schedule for resolution of Deficiencies.</li> </ul>	
<p><b>Subtask 4.4 – Perform Integration Testing</b></p> <p>Contractor shall perform the Phase 1 and Phase 2 integration testing of the complete system without County system integration.</p> <p>Contractor and County shall perform the Phase 1 and Phase 2 integration testing of the complete system with County system integrations.</p> <p>Integration Testing shall be conducted in accordance with the Test Plans to monitor the progress, and validate completion, of all prerequisites to Integration Testing identified in the Test Plans and information is properly</p>	<p><b>Deliverable 4.4 – Integration Testing (Key Deliverable)</b></p> <p><i>Deliverables for Complete Test Milestone:</i></p> <ul style="list-style-type: none"> <li>• Integration Testing prerequisites identified in the Phase 1 Test Plan complete.</li> <li>• Phase 1 Integration Testing complete.</li> <li>• Phase 1 Test documentation including complete Deficiency log with documented resolution.</li> </ul> <p><i>Deliverables for Productive Use of Phase 2</i></p>

## Task 4 – Testing

shared across the System, County systems and third-party vendor systems.

Integration Testing shall include the following:

- Monitor the progress of all prerequisites to Integration Testing identified in the Test Plans;
- Notify County of any issues, problems or incidents affecting the completion of any prerequisites to Integration Testing in accordance with the timelines identified in the Test Plans;
- Validate the completion of all Integration Testing prerequisites identified in the Test Plans; and
- Notify County when all prerequisites to Integration Testing identified in the Test Plans have been completed.
- Use the test scripts selected and developed in Subtask 4.2 (Develop Test Scripts, Test Scenarios and Test Cycles) to conduct Contractor internal Integration Testing prior to County's Integration Testing;
- Provide on-site support during County Integration Testing activities in accordance with Test Plans and test scripts;
- Review County log of Deficiencies;
- Resolve all Deficiencies impacting deployment and support County personnel in trouble shooting issues;
- Assist County with re-testing Deficiency fixes;
- Regularly communicate with County regarding status and schedule of Integration Testing; and

### *Milestone:*

- Integration Testing prerequisites identified in the Phase 2 Test Plan complete.
- Phase 2 Integration Testing complete.
- Phase 2 Test documentation including complete Deficiency log with documented resolution.

### **Acceptance Criteria:**

- Contractor validated completion of all prerequisites to Integration Testing identified in the appropriate Test Plan.
- Contractor validated completion of Integration Testing.
- County approved test documentation.

<b>Task 4 – Testing</b>	
<ul style="list-style-type: none"> <li>• Document test results.</li> </ul> <p>Contractor shall monitor status and schedule of integration testing and support re-testing resolved Deficiencies. Contractor shall conduct daily wrap up sessions that include:</p> <ul style="list-style-type: none"> <li>• Integration Testing progress update;</li> <li>• Review of open issues; and</li> <li>• Plan and schedule for resolution of Deficiencies.</li> </ul>	
<p><b>Subtask 4.5 – Perform Regression Testing</b></p> <p>Contractor shall perform Regression Testing activities, prior to Final Acceptance. Subsequent to Final Acceptance, Contractor will perform its standard Regression Tests prior to making a Revision available. Regression Testing performed by Contractor prior to Final Acceptance will be in accordance with the Test Plan developed to minimize to the extent possible that changes to the System do not introduce Deficiencies. Contractor Services will include:</p> <ul style="list-style-type: none"> <li>• Ensure Regression Testing activities are in accordance with Test Plan and test scripts;</li> <li>• Log of Deficiencies found by or made known to Contractor;</li> <li>• Resolve all Deficiencies for County review;</li> <li>• Re-test with Deficiency fixes;</li> <li>• Regularly communicate with County regarding status and schedule of regression testing; and</li> <li>• Document test results.</li> </ul> <p>Contractor shall monitor status and schedule of Contractor Regression Testing and support</p>	<p><b>Deliverable 4.5 – Completed Regression Testing</b></p> <ul style="list-style-type: none"> <li>• Contractor regression testing complete.</li> <li>• County specific regression testing complete.</li> <li>• Test documentation including complete Deficiency log with documented resolution and Regression Testing Summary Reports of County specific regression testing Deficiencies.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Contractor validated completion of regression testing and resolution of all Deficiencies.</li> <li>• County approved test documentation.</li> </ul>

<b>Task 4 – Testing</b>	
<p>re-testing resolved Deficiencies. Contractor shall provide Regression Testing Summary Reports that include:</p> <ul style="list-style-type: none"> <li>• Regression testing progress update;</li> <li>• Review of open issues; and</li> <li>• Plan and schedule for resolution of Deficiencies.</li> </ul> <p>Contractor’s post-Final Acceptance standard Regression Testing will be an ongoing requirement.</p>	
<p><b>Subtask 4.6 – User Acceptance Test</b></p> <p>Contractor shall provide onsite assistance and support to the County to conduct the User Acceptance Test for each of Phase 1 and Phase 2. Contractor shall use test scenarios developed as part of the Test Plans that test business functionality as well as capabilities, such as recovery procedures after a System failure. County shall execute the test scenarios with Contractor’s assistance using the UAT Environment. Defects identified and documented by the County shall be corrected by Contractor in a reasonable time, to be specified by the County’s Project Manager with input from the Contractor based on the circumstances.</p> <p>After all problems and other Deficiencies are corrected, as determined by County, each User Acceptance Test shall again be conducted by the County. For each Phase, Contractor and County shall certify in writing that the User Acceptance Test has been completed, the Modules are acceptable and the System is ready for implementation. User Acceptance Tests shall include, but not be limited to the following:</p> <ul style="list-style-type: none"> <li>• Operational readiness testing</li> </ul>	<p><b>Deliverable 4.6 – User Acceptance Test (Key Deliverable)</b></p> <p><i>Deliverables for Complete Test Milestone:</i></p> <ul style="list-style-type: none"> <li>• Phase 1 User Acceptance Test and results report.</li> </ul> <p><i>Deliverables for Productive Use of Phase 2 Milestone:</i></p> <ul style="list-style-type: none"> <li>• Phase 2 User Acceptance Test and results report.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Acceptance Test is in compliance with Test Plan and successfully completed.</li> </ul>

Task 4 – Testing	
• Usability testing	

**Task 5 – Design, Build, and Test Interfaces**

**Task Description**

Contractor shall design, build, and test each required interface as set forth in Exhibit M (Interfaces) and required to meet Contractor’s obligations under the Agreement.

**Subtasks/Deliverables**

<p><b>Subtask 5.1 – Document Functional and Technical Specifications for Interfaces</b></p> <p>Contractor will draft functional and technical Specifications for each required Interface (“<b>Interface Specifications Document</b>”) that, at a minimum, specifies the following (for purposes of this Task 5 (Design, Build, and Test Interfaces), an Interface is an Interface that has not been built in the System or County’s devices/systems):</p> <ul style="list-style-type: none"> <li>• Name and high level description of the County systems with which an Interface is required, and a description of the purpose and function of the Interface;</li> <li>• Requirements of the Licensed Software either to receive or send required elements and values;</li> <li>• Detailed description of what the Interface can or cannot accommodate, the impact to the License Software, and alternatives where required.</li> <li>• Interface engine(s), if any, that will be used to manage the Interface transactions;</li> <li>• List of transactions and data content for Interfaces required for each County system/device;</li> <li>• Specifications for mapping, aliasing and/or transforming the data to conform to the applicable system and to the Licensed Software, including (a) which engine will be used (if any) for the transformation of</li> </ul>	<p><b>Deliverable 5.1 – Functional and Technical Specifications for Interfaces (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• Interface Specifications Document for each Interface</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Contractor provides required technical resources in review session of draft deliverable with key County personnel</li> <li>• The Interfaces Specifications Document for each Interface incorporates, and is consistent with, County-provided input.</li> <li>• The Interfaces Specifications Document for each Interface addresses all elements described in Subtask 5.1 (Document Functional and Technical Specifications for Interfaces).</li> <li>• The Interface Specifications Document for each Interface has been Approved by County.</li> <li>• The Interface Specifications Document for each Interface that interacts with a third-party system includes information from the third-party vendor necessary for Contractor to build the Interface</li> </ul>
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<p>the data, and (b) which data elements County wants to retain in the Clinical Data Repository via the Interface;</p> <ul style="list-style-type: none"> <li>• Processes and requirements for Interface management, including filtering, throttling, queuing, retention period, and resending/republishing of messages;</li> <li>• Performance requirements for each transaction, including real time vs. periodic latency, etc.;</li> <li>• Established standard for the Interface transaction (e.g., HL7, ASTM, X12, DICOM, etc.) which will be used for the necessary Interface. If a standard cannot be met, Contractor will propose an alternative (including justification for using something other than an established standard);</li> <li>• Specifications of the data and transport mechanisms required for the Interface transaction;</li> <li>• Specifications for monitoring the traffic through the Interface and reporting requirements to County for unusual traffic;</li> <li>• Requirements for identification of exception types and exception processing of transactions;</li> <li>• Specifications for downtime and recovery strategy for each Interface;</li> <li>• Specifications for Interface connectivity;</li> <li>• Bandwidth requirements and transaction volumes, jointly with County; and</li> <li>• The role and required contributions of applicable third-party vendors, if any, for the Interface (both to build and maintain the Interface).</li> </ul> <p>If Contractor and County cannot agree on Contractor’s proposed solution for any Interface that must be built to meet County’s requirements, Contractor will expeditiously escalate the issue to the predefined governance.</p> <p>Contractor will incorporate County feedback and proposed changes into the functional and technical Interface Specifications Document</p>	
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<p>and submit a final version to County for Approval.</p> <p>Contractor will work with the applicable third-party vendors as required for Contractor to create the functional and technical Specifications for each required Interface.</p>	
<p><b>Subtask 5.2 – Build Interfaces</b></p> <p>Contractor will build Interfaces to support the County’s devices/systems to create and manage the Interface transactions.</p> <p>For each Interface, Contractor will:</p> <ul style="list-style-type: none"> <li>• Track progress on Deliverables and report progress as well as issues and risks in the Project Status Reports;</li> <li>• Update and maintain a Risk Matrix related to the completion of Interfaces Specifications and alert County of any risks to schedule;</li> <li>• Provide build Documentation and descriptions for successful ongoing maintenance and support of Contractor provided Interfaces.</li> <li>• Configure, code, and test all applications, application extensions, and data acquisition/Interfaces in accordance with the functional and technical Interface Specifications Document;</li> </ul> <p>Contractor will notify County once each Interface build as documented in the Interfaces Specifications is complete.</p>	<p><b>Deliverable 5.2 – Build Interfaces (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• Interface Release Schedule</li> <li>• Interfaces built which conform to the functional and technical Interface Specifications Document</li> <li>• Interface Risk Matrix</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• County Approved Interface Release Schedule</li> <li>• Interface build completion document provided by Contractor is Approved by County</li> <li>• County Approved Risk Matrix</li> </ul>
<p><b>Subtask 5.3 – Test Interfaces</b></p> <p>Contractor will develop and document an Interface Test Plan with input and participation from County that, at a minimum, includes:</p> <ul style="list-style-type: none"> <li>• County-specific Unit and System Test scripts for each Interface;</li> <li>• Documentation of the appropriate tests which need to be conducted on the Interfaces;</li> <li>• A test plan for Unit and System Testing of each Interface;</li> </ul>	<p><b>Deliverable 5.3 – Interface Test Plan (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• Interface Test Plan</li> <li>• Final Interface Specifications Document</li> <li>• Documented results with County input and participation of each completed and tested Interface</li> <li>• List of resolved Deficiencies, including date of completion, retest results, and County Approval for each Interface</li> </ul>

<ul style="list-style-type: none"> <li>• Samples of Unit Test scripts (including test script for reviewing historical data where applicable) for Interfaces;</li> <li>• Identification and documentation of relevant test scenarios for each Interface;</li> <li>• Identification and documentation of relevant test patient data, and regression test data;</li> <li>• Identification of any activities required by County team and third-party vendors for testing and validation of Interfaces and ensure that these activities have been assigned to the relevant team members/third-party vendors;</li> </ul> <p>Contractor will review the Interfaces Test Plan with County.</p> <p>As each Interface is completed, the Contractor shall, in cooperation with County, test the Interface and identify Deficiencies.</p> <p>Contractor will:</p> <ul style="list-style-type: none"> <li>• Provide scheduled telephone, email, and in person support to the County testing teams;</li> <li>• Monitor progress of testing and provide County with advice to address issues arising such as inability to meet timelines, lack of quality or attention in testing, the need for additional resources or test support, and management tools, etc.;</li> <li>• Enter those Deficiencies which are not entered directly by County personnel but which are instead communicated to Contractor for entering into the Deficiency log;</li> <li>• Execute the Interface Test Plan, including Unit Testing, and Integration Testing;</li> <li>• Utilize test scripts to test each Interface;</li> <li>• Test the Interfaces;</li> <li>• Log issues and defects related to testing of Interfaces;</li> <li>• Resolve issues and defects;</li> <li>• Provide updates on status of defect resolution and implementation of County</li> </ul>	<ul style="list-style-type: none"> <li>• County-Approved Completed Unit Testing and System Testing for each Interface</li> <li>• County Approved built and tested Interfaces</li> <li>• Resolution of all outstanding defects defined as required for Acceptance of each Interface</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• The Interface Test Plan incorporates, and is consistent with, County-provided input.</li> <li>• The Interface Test Plan has been Approved by County.</li> <li>• Gateway criteria have either been achieved or exceptions documented and Approved by Project governance</li> <li>• All defects and change requests that remain for each Interface, but are not essential to End-to-End Testing, but essential to system Go-Live, are identified on the issues list by mutual agreement, and documented severity levels identified</li> </ul>
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<p>Approved change requests in Project Status Reports and on request;</p> <ul style="list-style-type: none"> <li>• Support County in re-testing resolved defects deployed by Contractor;</li> <li>• Jointly decide with County through the governance process when the Interface build is ready for moving to End-to-End Testing, based on: <ul style="list-style-type: none"> <li>○ Completeness of functionality and content; and</li> <li>○ Severity of outstanding defects.</li> </ul> </li> </ul>	
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<b>Task 6 – Deliver Go-Live Reports</b>	
<b>Subtasks/Deliverables</b>	
<p><b>Subtask 6.1 – Identify and Validate List of Reports</b></p> <p>Throughout the design, build, and test processes Contractor will ensure that the Licensed Software, Third-Party Products and other System and Solution components gather the required data to provide reports as required by County and to meet legal requirements and other regulatory requirements identified through this Task along with the required Reports in at least the areas of:</p> <ul style="list-style-type: none"> <li>• Compliance/Regulatory;</li> <li>• Operations;</li> <li>• Financial;</li> <li>• Quality Assurance;</li> <li>• Public Health Data Analytics; and</li> <li>• System Admin and Security.</li> </ul> <p>Contractor will hold Working Sessions for each area and a follow up session, as required, to determine the list of requirements for Go-Live Reports and in the case of Compliance, any Reports which will be required by law or mutually agreed upon.</p> <p>Contractor will deliver from these Working Sessions a final list of all required Reports and Reporting Requirements in each area of the</p>	<p><b>Deliverable 6.1 – Reports List and Work Plans</b></p> <ul style="list-style-type: none"> <li>• Reports Working Sessions Agendas delivered in advance of the sessions</li> <li>• Reports List</li> <li>• Reports Work Plan</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Deliverable meets all requirements set forth in Subtask 6.1 (Identify and Validate List of Reports)</li> <li>• Contractor completes review of draft Reports Work Plan and Reports List with County Project Manager as identified by the County.</li> <li>• Reports Work Plan written and includes County review updates.</li> <li>• Reports List completed and includes County review updates.</li> </ul>

<b>Task 6 – Deliver Go-Live Reports</b>	
<p>implementation. These will be clearly identified in two categories; Go-Live critical, which shall include the Reports listed in Exhibit O (Production Use Report List), or identified as required for the completion of the project as identified above.</p> <p>After the Working Sessions are completed, Contractor will complete for County review a Reports Work Plan which aligns with the Project Plan and Deployment Plan timeframes. The Reports Work Plan will include a schedule and proposed resources for the specification, design, build, validation and test of all reports on the Reports List.</p>	
<p><b>Subtask 6.2 – Reports Creation</b></p> <p>Contractor will implement County requests for report creation and any required reporting interfaces to complete all reports according to the Reports Work Plan defined in Subtask 6.1 (Identify and Validate List of Reports). Contractor will:</p> <ul style="list-style-type: none"> <li>• Provide an inventory of all reports and discern rules used in County’s production system;</li> <li>• Map any current County reports to required reports from Subtask 6.1 (Identify and Validate List of Reports), if applicable;</li> <li>• Make modifications to existing production reports or rules to address County requests;</li> <li>• Manage all report requests using a tracking tool and provide reports against the Reports Work Plan;</li> <li>• Facilitate weekly Reporting Meetings (with the County, the workgroups, and with Contractor Personnel) to monitor the progress of creation of all custom reports identified in the Reports Working Sessions;</li> <li>• Maintain the reports tracker for use in the weekly Reporting Meetings;</li> <li>• Advise and assist the County reporting team as needed;</li> </ul>	<p><b>Deliverable 6.2 – Complete All Identified Reports (Key Deliverable)</b></p> <p><i>Deliverables for Complete Build Milestone:</i></p> <ul style="list-style-type: none"> <li>• Phase 1 report creation and maintenance</li> <li>• Management of all Phase 1 report requests using a tracking tool</li> <li>• Maintain and update the Reports Work Plan</li> <li>• Complete list of all Phase 1 reports defined in Deliverable 6.1 (Reports List and Work Plans) has been built, delivered, and validated in the production system</li> <li>• Completed Reporting Meetings on a weekly basis or as mutually agreed to by both parties</li> </ul> <p><i>Deliverables for Productive Use of Phase 2 Milestone:</i></p> <ul style="list-style-type: none"> <li>• Phase 2 report creation and maintenance</li> <li>• Management of all Phase 2 report requests using a tracking tool</li> <li>• Maintain and update the Reports Work Plan</li> <li>• Complete list of all Phase 2 reports defined in Deliverable 6.1 (Reports List and Work</li> </ul>

<b>Task 6 – Deliver Go-Live Reports</b>	
<ul style="list-style-type: none"> <li>Assist in troubleshooting issues with custom reports in production;</li> </ul> <p>On an ongoing basis, Contractor will identify data, information, and reports to ensure the County can meet its reporting objectives. Contractor will implement as to the existing County systems, or, as applicable to any new Licensed Software build, optimize the design and build of the Licensed Software and Third-Party Products to deliver the information, data, and reports necessary to report on achieving the County’s reporting objectives.</p> <p>Contractor will support County in the development of reports, including review and validation of County-created reports.</p>	<p>Plans) has been built, delivered, and validated in the production system</p> <ul style="list-style-type: none"> <li>Completed Reporting Meetings on a weekly basis or as mutually agreed to by both parties</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>Deliverable meets all requirements set forth in Subtask 6.2 (Reports Creation)</li> <li>Reports Work Plan completed and includes County review updates</li> <li>All reports on Reports List completed and approved to County Standards</li> </ul>

<b>Task 7 – Training Services and Materials</b>	
<b>Task Description</b>	
<p>As part of this task, Contractor shall provide administrative training, Help Desk Training, train-the-trainer training, and end user training on the workflows and functionality of all Modules.</p> <p>Contractor shall develop a Training Plan and Support Materials for all required trainings. Contractor shall provide administrative, Help Desk, super user, train-the-trainer and end user training.</p>	
<b>Subtasks/Deliverables</b>	
<p><b>Subtask 7.1 – Develop Training Plan</b></p> <p>Contractor shall develop a Training Plan for training trainers, super users, administration, technical support personnel and end users in using and/or supporting all Modules for each Phase.</p> <p>The Training Plan will at a minimum:</p> <ul style="list-style-type: none"> <li>Provide an overview of the strategy for training, including training content and organization and an overall description of training;</li> <li>Define, for each training effort, the training subject areas, audience, objectives, approach, development</li> </ul>	<p><b>Deliverable 7.1 – Training Plan (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>Draft Training Plan;</li> <li>Final Training Plan; and</li> <li>Updated Training Plan.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>Deliverable addresses all elements described in Subtask 7.1 (Develop Training Plan);</li> <li>County approved Training Plan; and</li> </ul>

<b>Task 7 – Training Services and Materials</b>	
<p>timelines, and milestones;</p> <ul style="list-style-type: none"> <li>● Define a high-level training schedule for all target audiences based on the logical sequence of how the content should be delivered, availability of the participants and deployment timing;</li> <li>● Include a strategy for continued post Go-Live trainings (e.g., new staff, temporary staff); and</li> <li>● Highlight overall dependencies, Project Milestones, assumptions and risks.</li> </ul> <p>Contractor shall develop a draft Training Plan, incorporate County Feedback, and submit a Final Training Plan for County Approval.</p> <p>Contractor shall refine and update the Training Plan as training approaches are refined.</p>	<ul style="list-style-type: none"> <li>● County approved updates to Training Plan.</li> </ul>
<p><b>Subtask 7.2 – Develop Training Materials</b></p> <p>Contractor shall provide County with access to Training and Support Materials to enhance training, knowledge transfer and adoption for each Phase, including:</p> <ul style="list-style-type: none"> <li>● Sample demonstration scripts, which will be used by County and Contractor staff to be customized and deliver application demonstrations for end-users, including County’s providers;</li> <li>● Access to user training materials that County can further customize; and</li> <li>● Contractor shall provide electronic training materials for each trainee to use during training.</li> <li>● Post-training, Contractor shall make available to the County</li> </ul>	<p><b>Deliverable 7.2 – Training Materials (Key Deliverable)</b></p> <p><i>Deliverables for Productive Use of Phase 1 Milestone:</i></p> <ul style="list-style-type: none"> <li>● Phase 1 Training Materials for technical and support staff, trainers, super users and end users, including recorded sessions;</li> <li>● Review of, and advice for, enhancing County Phase 1 Training Materials;</li> <li>● Recommendations and support for successful development and delivery of Phase 1 Training Materials.</li> </ul> <p><i>Deliverables for Productive Use of Phase 2 Milestone:</i></p> <ul style="list-style-type: none"> <li>● Phase 2 Training Materials for technical and support staff, trainers, super users</li> </ul>

**Task 7 – Training Services and Materials**

<p>post-training recorded sessions through the Netsmart learning management system or through a mutually agreed upon platform</p> <ul style="list-style-type: none"> <li>Contractor grants County permission to make unlimited copies of all Contractor or County developed Training Materials and to make derivate works for County and/or County’s providers’ use in training users of the System.</li> </ul> <p>For all activities Contractor shall:</p> <ul style="list-style-type: none"> <li>Review, if requested or made available to Contractor, County activities and Deliverables as County makes changes and creates new training materials;</li> <li>Provide advice and direction to enhance effectiveness of such materials; and</li> <li>Identify systemic issues related to completion of training materials (e.g., capacity and capability of resources, complexity of approach, adequacy of tools) and provide County with recommendation to addressing them (e.g., through additional tools, training, resources).</li> </ul>	<p>and end users, including recorded sessions;</p> <ul style="list-style-type: none"> <li>Review of, and advice for, enhancing County Phase 2 Training Materials;</li> <li>Recommendations and support for successful development and delivery of Phase 2 Training Materials.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>Deliverable addresses all elements described in Subtask 7.2 (Develop Training Materials);</li> <li>County receipt and Approval of Training Materials; and</li> <li>County receipt and Approval of Training Material review and recommendation reports.</li> </ul>
<p><b>Subtask 7.3 – Conduct System Administrator and Help Desk Training</b></p> <p>Per the Training Plans for each Phase and, if applicable, the number of classes specified in the Agreement, Contractor shall provide the number of specified Help Desk Training sessions to support County Help Desk personnel and Maintenance Training for System Administrator training needs as specified in Exhibit C (Payment Schedule).</p> <p>Contractor shall conduct training for County resources that will be responsible for</p>	<p><b>Deliverable 7.3 – System Administrator and Help Desk Training (Key Deliverable)</b></p> <p><i>Deliverables for Productive Use of Phase 1 Milestone:</i></p> <ul style="list-style-type: none"> <li>Proficient County individuals ready to administer the System, provide support, and conduct general maintenance and operations for Phase 1; and</li> <li>Phase 1 proficiency assessment and documentation.</li> </ul> <p><i>Deliverables for Productive Use of Phase 2</i></p>



<b>Task 7 – Training Services and Materials</b>	
<p>administering the System and for common maintenance and support activities.</p> <p>Contractor shall assist County in identifying appropriate training on topics including:</p> <ul style="list-style-type: none"> <li>• Application troubleshooting and issues management;</li> <li>• Architecture terminology and tier functions;</li> <li>• Basic troubleshooting techniques;</li> <li>• Issue resolution process;</li> <li>• On-Site Training, Online Training (e.g., WebEx, online user interactive method and/or other recognized standard training methods);</li> <li>• Conducting data gathering for issue resolution; and</li> <li>• Technical training(which does not include training on Contractor’s data center operations)</li> </ul>	<p><i>Milestone:</i></p> <ul style="list-style-type: none"> <li>• Proficient County individuals ready to administer the System, provide support, and conduct general maintenance and operations for Phase 2; and</li> <li>• Phase 2 proficiency assessment and documentation.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Deliverables addressing all elements described in Subtask 7.3 (Conduct System Administrator and Help Desk Training); and</li> <li>• Successful completion of training of all identified relevant technical staff (based on results documented in training proficiency assessment).</li> </ul>
<p><b>Subtask 7.4 – Conduct Super User Training</b></p> <p>Contractor shall conduct the number of sessions as specified in Exhibit C (Payment Schedule) for the super users.</p> <p>In addition, Contractor shall:</p> <ul style="list-style-type: none"> <li>• Provide Training (e.g., WebEx, online user interactive method, onsite and/or other recognized standard training methods) as specified in the Training Plan;</li> <li>• Track completion of training and report progress to County on a regular basis.</li> </ul>	<p><b>Deliverable 7.4 – Super User Training (Key Deliverable)</b></p> <p><i>Deliverables for Productive Use of Phase 1 Milestone:</i></p> <ul style="list-style-type: none"> <li>• Proficient super users ready to assist end users to operate in a production environment for Phase 1; and</li> <li>• Phase 1 proficiency assessment and documentation.</li> </ul> <p><i>Deliverables for Productive Use of Phase 2 Milestone:</i></p> <ul style="list-style-type: none"> <li>• Proficient super users ready to assist end users to operate in a production environment for Phase 2; and</li> <li>• Phase 2 proficiency assessment and</li> </ul>

<b>Task 7 – Training Services and Materials</b>	
	<p>documentation.</p> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Successful completion of training of all identified super users (based on results documented in training proficiency assessment); and</li> <li>• Deliverables address all required elements described in Task 7.4 (Conduct Super User Training).</li> </ul>
<p><b>Subtask 7.5 – Conduct End User Training</b></p> <p>Contractor shall conduct training for end users, including County’s providers, consisting of:</p> <ul style="list-style-type: none"> <li>• Training for the Solution and training for Third Party Products including ASAM Continuum.</li> </ul> <p>This training will include the full suite of System functionality, including any County-specific programming or workflows. In addition, Contractor will:</p> <ul style="list-style-type: none"> <li>• Provide Training (e.g., WebEx, online user interactive method, onsite and/or other recognized standard training methods) as specified in the Training Plan;</li> <li>• Track completion of training and report progress to County on a regular basis and by user role, location and other attributes as specified by County; and</li> <li>• Conduct proficiency assessments and provide one recorded training of each type for remediation.</li> </ul> <p>Provide a paper-based course evaluation for each course.</p>	<p><b>Deliverable 7.5 – End User Training (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• Proficient trainers ready to deliver necessary end-user Training</li> <li>• Training classes and sessions for each end user as specified in Subtask 7.5 (Conduct End User Training)</li> <li>• Proficiency Assessment and documentation</li> <li>• Training and materials are sufficient for end users to be able to deliver necessary end-user training to others later.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Successful completion of training of all identified users (based on results documented in training proficiency assessment), with County-Approved documentation of the training (in Word, Excel, PDF, or PowerPoint format, as appropriate), including, at a minimum:</li> <li>• A list of all the County personnel who were trained and whether each individual successfully completed the training</li> <li>• Any materials used as part of the training (e.g., presentations, scripts, and</li> </ul>

Task 7 – Training Services and Materials	
	<p>proficiency assessments)</p> <ul style="list-style-type: none"> <li>• Deliverables address all required elements described in Subtask (7.5 Conduct End User Training).</li> </ul>

Task 8 – Deployment and Acceptance	
<b>Task Description</b>	
<p>Contractor shall conduct general deployment preparations for all deployments including developing and validating a Deployment Plan, Contractor shall deploy all Modules in accordance with the Deployment Plan. Contractor shall coordinate Project transition to Maintenance and Support.</p>	
<b>Subtasks/Deliverables</b>	
<p><b>Subtask 8.1 – Develop and Validate Deployment Plan</b></p> <p>Contractor in coordination with County, shall develop a Deployment Plan (Go-Live Plan) for each Phase that includes the following:</p> <ul style="list-style-type: none"> <li>• Activating and validating production Interfaces;</li> <li>• Sequence of Deployment to County Users (e.g., by location, user group)</li> <li>• Go-Live Go/No-Go Decision Framework and Processes, including: <ul style="list-style-type: none"> <li>• Definition of criteria for Go/No-Go decision; and</li> <li>• Go/No-Go checklist.</li> </ul> </li> <li>• Go-Live Help Desk scripts with County and Contractor roles and responsibilities and issue logging and resolution procedure</li> <li>• Go-Live Event Staffing and Support Model, including:</li> </ul>	<p><b>Deliverable 8.1 – Deployment Plan (Key Deliverable)</b></p> <p><i>Deliverables for Complete Test Milestone:</i></p> <ul style="list-style-type: none"> <li>• Draft Phase 1 Deployment Plan; and</li> <li>• Final Phase 1 Deployment Plan.</li> </ul> <p><i>Deliverables for Productive Use of Phase 2 Milestone:</i></p> <ul style="list-style-type: none"> <li>• Draft Phase 2 Deployment Plan; and</li> <li>• Final Phase 2 Deployment Plan.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• County approved Deployment Plan.</li> </ul>

<b>Task 8 – Deployment and Acceptance</b>	
<ul style="list-style-type: none"> <li>• Roles of Contractor and County support teams;</li> <li>• County staffing requirements and support staff ratios for Go-Live central command center;</li> <li>• Contractor shall support Go-Live with Project Management and deployment teams;</li> <li>• Issue management process;</li> <li>• Approach to determine duration of Contractor on-site support staff; and</li> <li>• Transition-out criteria and transition- out process for Contractor on-site support staff.</li> </ul> <p>Contractor shall review the Deployment Plans with County.</p> <p>Contractor shall incorporate County feedback and proposed changes into each Deployment Plan and submit a final version to County for Approval.</p>	
<p><b>Subtask 8.2 – Conduct Deployment</b></p> <p>Contractor shall deploy all Modules as defined in the Deployment Plan.</p> <p>Contractor shall:</p> <ul style="list-style-type: none"> <li>• Track and monitor progress;</li> <li>• Identify, escalate, and resolve issues; and</li> <li>• Recommend adjustments to deployment and Plans as necessary.</li> </ul>	<p><b>Deliverable 8.2 – Successful Deployment (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• Deployment of all Modules as in the Deployment Plan</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Deployment is successfully completed;</li> <li>• All Modules, including production Interfaces, is available for Production Use.</li> </ul>
<p><b>Subtask 8.3 – Transition to Production Support</b></p> <p>In mutual agreement with County, Contractor’s Project team will coordinate</p>	<p><b>Deliverable 8.3 – Go-Live</b></p> <ul style="list-style-type: none"> <li>• Draft and Final Transition checklist; and</li> <li>• Successful transition to Production</li> </ul>

<b>Task 8 – Deployment and Acceptance</b>	
<p>transition to County and Contractor production support teams upon achieving exit criteria.</p> <p>Contractor shall review the transition checklist with County.</p> <p>Contractor shall approve transition to production.</p> <p>Contractor shall initiate production support to include all elements in accordance with the provisions of Exhibit B (Service Level Agreement).</p>	<p>Support.</p> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• County transitioned to steady state Production Support.</li> </ul>
<p><b>Subtask 8.4 – Provide Go-Live Support</b></p> <p>Contractor shall develop a Go-Live Plan and review with County.</p> <p>Contractor shall provide support in accordance with the Go-Live Plan as determined in the Go-Live Plan but not to exceed 90 days, unless critical or severe issues (Severity Level 1 or Severity Level 2 as defined in Exhibit B (Service Level Agreement remain unresolved) to assist with the following tasks:</p> <ul style="list-style-type: none"> <li>• Maintain tracking list of issues that arise throughout the Go-Live; and</li> <li>• Resolve issues throughout the Go-Live.</li> </ul>	<p><b>Deliverable 8.4 – Go-Live Support (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• Go-Live support completed per the Go-Live Plan; and</li> <li>• Issue tracking list.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• All critical or severe issues (Severity Level 1 or Severity Level 2 as defined in Exhibit B (Service Level Agreement) resolved during the duration of the Go-Live; and</li> <li>• County approved review of the tracking list.</li> </ul>
<p><b>Subtask 8.5 – Conduct Final Acceptance Test</b></p> <p>Following successful completion of Subtask 8.2 (Conduct Deployment) County and Contractor shall conduct performance verification in accordance with Paragraph 5.4.1 (Conduct Performance Verification) and Paragraph 5.4.2 (Performance Verification Report) of the Agreement.</p> <p>Commencing with Final Acceptance and continuing through the Warranty Period, any problems encountered by County in the use of</p>	<p><b>Deliverable 8.5 – Final Acceptance (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• Successful deployment of all Modules</li> <li>• The Solution shall achieve Final Acceptance in accordance with the Agreement.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Contractor validated completion of Final Acceptance Testing, addressing all elements described in Subtask 8.5</li> </ul>

<b>Task 8 – Deployment and Acceptance</b>	
Solution shall be subject to the provisions of Exhibit B (Service Level Agreement).	(Conduct Final Acceptance Test). <ul style="list-style-type: none"> <li>• Solution have achieved Final Acceptance in accordance with the Agreement.</li> </ul>
<p><b>Subtask 8.6 – Provide Production Support</b></p> <p>Contractor shall provide Solution maintenance and operations support for the duration of the Agreement Term in accordance with the provisions of Exhibit B (Service Level Agreement).</p>	<p><b>Deliverable 8.6 – Production Support (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• Maintenance and operations support.</li> <li>• In compliance with the provisions of Exhibit B (Service Level Agreement).</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Maintenance and operations support services for the Solution described in Subtask 8.6 (Provide Production Support), and in compliance with the Agreement, and Exhibit B (Service Level Agreement).</li> </ul>

<b>Task 9 Conduct Project Close-out Activities</b>	
<b>Task Description</b>	
Contractor will be responsible for project close-out activities. The purpose of these activities is to resolve any outstanding project issues, obtain formal agreement from the project governance processes to officially close out the project, ensure that there is an official hand over of the System from the project team to the maintenance and operations team, and conduct a thorough review of the Project.	
<b>Subtasks/Deliverables</b>	
<p><b>Subtask 9.1 – Develop Project Close-out Checklist</b></p> <p>Contractor will develop a Deployment and Project Close-out Checklist. Contractor will review the Deployment and Project Close-out Checklist with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the Deployment and Project Close-out Checklist and submit a final version to County for Approval.</p>	<p><b>Deliverable 9.1 – Project Closeout Checklist</b></p> <ul style="list-style-type: none"> <li>• Draft Deployment and Project Close-out Checklist</li> <li>• Final Deployment and Project Close-out Checklist</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Updated Deployment and Project close-out checklist that has been approved by County.</li> </ul>

<b>Task 9 Conduct Project Close-out Activities</b>	
<p><b>Subtask 9.2 – Conduct Project Close-out</b></p> <p>During the Project close-out, Contractor will:</p> <ul style="list-style-type: none"> <li>• Conduct all of the activities defined in the Deployment and Project Close-Out Checklist;</li> <li>• Review all aspects of Project close-out with County; and</li> <li>• Address all outstanding issues and activities.</li> </ul>	<p><b>Deliverable 9.2 – Project Close-out (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• Project close-out activities as identified in the Deployment and Project Close-out Checklist.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• County approved Project close-out activities.</li> </ul>

<b>Task 10 – Maintenance and Support Services</b>	
<b>Task Description</b>	
Contractor shall provide Maintenance and Support Services in accordance with the provisions of Exhibit B (Service Level Agreement).	
<b>Subtasks/Deliverables</b>	
<p><b>Subtask 10.1 – Develop Maintenance and Support Plan</b></p> <p>Contractor shall work in conjunction with County staff to develop a plan for Maintenance and Support (“Maintenance and Support Plan”), including Maintenance Services and Support Services, to be provided by Contractor in accordance with the provisions of Exhibit B (Service Level Agreement). Such plan may be based on Contractors current operating procedures and policies in use for other Contractor clients provided that the plan meets all the requirements set forth in this Subtask 10.1 (Develop Maintenance and Support Plan). The Maintenance and Support Plan shall address, at a minimum, the following Services:</p> <ul style="list-style-type: none"> <li>• Service levels;</li> <li>• Performance monitoring;</li> </ul>	<p><b>Deliverable 10.1 – Maintenance and Support Plan (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>• Maintenance and Support Plan</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>• Maintenance and Support Plan containing the elements described in Subtask 10.1 (Develop Maintenance and Support Plan)</li> </ul>

<b>Task 10 – Maintenance and Support Services</b>	
<ul style="list-style-type: none"> <li>Software Modifications, including Developed Modules and Software Updates;</li> <li>Ongoing training for County support personnel and trainers; and</li> <li>Process for any Optional Work set forth under a Change Order or Amendment.</li> </ul>	
<p><b>Subtask 10.2 – Provide Maintenance and Support Services</b></p> <p>Contractor shall work jointly with the County to implement Maintenance and Support Services, pursuant to the Maintenance and Support Plan. Contractor shall provide Maintenance and Support Services in accordance with the provisions of Exhibit B (Service Level Agreement).</p> <p>If a problem can be resolved based on the technical training and materials provided by Contractor, then County’s technical staff will use reasonable efforts to resolve such problem prior to contacting Contractor. If County’s technical staff is unable to resolve the problem or if County determines that there is a problem resulting from the Solution provided by Contractor, then the problem will be escalated by County to Contractor as a Deficiency for resolution, subject to remedies for Contractor’s failure to timely resolve the problem.</p> <p>All System Requirements are to be maintained as part of Maintenance and Support for the entire term of the Agreement.</p>	<p><b>Deliverable 10.2 – Maintenance and Support Services (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>Maintenance and Support Services of the Solution</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>Maintenance and Support Services complies with the Agreement and Exhibit B (Service Level Agreement)</li> </ul>
<p><b>Subtask 10.3 – Establish Data Transfer Methodology</b></p> <p>Contractor shall work with County to establish the secure methodology to transfer a complete encrypted copy of the clinical and operational production data recorded in the System and to keep the data up-to-date on a daily basis,</p>	<p><b>Deliverable 10.3 – Data Transfer Methodology (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>Methodology to securely transfer encrypted database to County is implemented and works as designed.</li> </ul>



<b>Task 10 – Maintenance and Support Services</b>	
<p>including a detailed description of the data transfer methodology and process steps.</p>	<ul style="list-style-type: none"> <li>● County-approved Data Transfer Methodology outlining in detail, the data transfer methodology and process steps</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>● Deliverable addresses all elements described in Subtask 10.3 (Establish Data Transfer Methodology);</li> <li>● Data Transfer Methodology is approved by County.</li> </ul>
<p><b>Subtask 10.4 – Provide Data Transfer</b></p> <p>Contractor shall provide encrypted copy of the System production data and assist the County with establishing methods to establish local County instance and keep the County database copy updated daily and automatically.</p> <p>Contractor shall:</p> <ul style="list-style-type: none"> <li>● Work with County to identify County resources required to implement the data transfer method;</li> <li>● Train County to perform the updating of System production data to County server;</li> <li>● Validate that the data transfer method is providing all of the System production data;</li> <li>● Provide a method to monitor successful transfer and application of data updates;</li> <li>● Test the data transfer method; and</li> <li>● Identify and document issues and error related to the data transfer method.</li> </ul> <p>Contractor shall certify that the data transfer method has been implemented and is operational as designed.</p>	<p><b>Deliverable 10.4 – Provide Data Transfer (Key Deliverable)</b></p> <ul style="list-style-type: none"> <li>● Encrypted copy of the System Production Data.</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>● Deliverable addresses all elements described in Subtask 10.4 (Provide Data Transfer);</li> <li>● Automated data transfer method has been implemented and is working as designed; and</li> <li>● County has up-to-date data which is updated daily on County database instance.</li> </ul>

## Task 10 – Maintenance and Support Services

The method of data transfer may be updated from time to time as mutually agreed to by County and Contractor, and subject to written approval by the DPH CIO or his or her designee.	
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## 6. Optional Work

County may submit to Contractor written requests for Optional Work using Pool Dollars, including Modifications, Professional Services and/or Additional Products. Following County's request for Optional Work, Contractor shall submit to County for approval a proposed Work Order for such Optional Work and a not-to-exceed Maximum Fixed Price calculated, as applicable, based on the Fixed Hourly Rate and a pass-through cost for Additional Products of third parties. Contractor shall also submit an estimation of personnel hours required to complete the Optional Work. County and Contractor shall agree on the Work Order for the tasks and deliverables to be performed, the goods to be delivered and the maximum (not-to-exceed) price for such Optional Work.

Any Software Modifications, products of Professional Services and Additional Products, once provided, shall become part of, and be deemed, the System. Furthermore, any enhancements and/or modifications to System Requirements resulting from any Optional Work shall be incorporated into, and become part of, the System Requirements and the System.

## 7. Attached Statements of Work

The following Exhibits, which shall be included in all references to "Exhibit A (Statement of Work)," are attached to this Exhibit A (Statement of Work) and are hereby incorporated by reference:

- A.6 Enhanced Support Services Statement of Work
- A.7 Help Desk Services Statement of Work
- A.8 Post Go-Live Training Statement of Work



## Exhibit A.1 (Solution Requirements)

to the

## Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution

**EXHIBIT A.1**  
**Solution Requirements**

This Exhibit A.1 (Solution Requirements) is an attachment and addition to the Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution (“Agreement”) by and between the County of Los Angeles and Netsmart Technologies, Inc., dated for reference purposes as of the Effective Date, and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

**1) Acronyms/ Defined Terms**

Acronym / Defined Term	Description
42 CFR Part 2	Code of Federal Regulations 42 Part 2
835 Transaction Code Set (TCS)	Health Care Claim Payment/Advice based on ASC X12 Technical Report Type 3 (TR3), version 005010A1
837 Transaction Code Set (TCS)	Health Care Claim: Professionals based on ASC X12 Technical Report Type 3 (TR3), version 005010A1
ASAM	American Society of Addiction Medicine
ASAM-CS	American Society of Addiction Medicine CONTINUUM Software
ASI	Addiction Severity Index
ASI Lite	The Addiction Severity Index - Lite version (ASI-Lite) is a shortened version of the Addiction Severity Index (ASI)
CalOMS	California Outcomes Measurement System
C-CDA	Consolidated Clinical Document Architecture
CMS	Centers for Medicare & Medicaid Services
CPA	Contract Program Auditors
DHCS	State Department of Health Care Services
EOB	Explanation of Benefits
HL7	Health Level 7
ITWS	Information Technology Web Services
IVDU	Intravenous Drug User
RATE	Risk Assessment Tool and Evaluation
SBAT	Service and Bed Availability Tool
SBIRT	Screening, Brief Intervention, and Referral to Treatment
SSRS	SQL Server Reporting Services
SUD	Substance Use Disorder
TCS	Transaction and Code Set

## 2) Description

This document contains functional and technical specifications and capabilities requirements for the Solution to meet the County's business and technical needs. Contractor must ensure that the Solution is consistent with and meets the requirements set forth in Exhibit A.1.1 (myAvatar Solution Requirements) and Exhibit A.1.2 (ProviderConnect Solution Requirements), which are attached to this Exhibit A.1 (Solution Requirements) and are hereby incorporated by reference.

## 3) Meanings

### a) Requirement Details

The entries in the Details column of Exhibit A.1.1 (myAvatar Solution Requirements) and Exhibit A.1.2 (ProviderConnect Solution Requirements) shall have the following meanings:

Entry	Meaning
Y	Requirement will be provided as part of standard functionality
C	Requirement will be provided as part of standard functionality through Solution configuration
D	Requirement will be met through Contractor-provided development Services

### b) Phase

The entries in the Phase column of Exhibit A.1.1 (myAvatar Solution Requirements) and Exhibit A.1.2 (ProviderConnect Solution Requirements) indicate whether the requirement will be provided as part of Phase 1 or Phase 2, as specified.

### c) Functional Rollout

The entries in the Fun. Rollout column of Exhibit A.1.1 (myAvatar Solution Requirements) and Exhibit A.1.2 (ProviderConnect Solution Requirements) shall have the following meanings:

Entry	Meaning
0	The requirement is not a Functional Rollout; Contractor will provide the requirement as part of Phase 1 or Phase 2, as specified.
1	Contractor shall provide completed functionality meeting the requirement as part of the System within thirty (30) days of Phase 1 Go-Live
2	Contractor shall provide completed functionality meeting the requirement as part of the System within forty-five (45) days of Phase 1 Go-Live
3	Contractor shall provide completed functionality meeting the requirement as part of the System within sixty (60) days of Phase 1 Go-Live

## 4) Attachment Reference

The following attachments are provided in Exhibit A.1.3 (Solution Requirements Attachments), and are attached to this Exhibit A.1 (Solution Requirements) and are hereby incorporated by reference in Exhibit A.1.1 (myAvatar Solution Requirements) and Exhibit A.1.2 (ProviderConnect Solution Requirements):

Attachment	Description
Attachment_Ref_01	CalOMS Tx Access to ITWS and File Instructions (For Input Data)
Attachment_Ref_02	Error and Submission Details Report

Attachment_Ref_03	1.03_WEDI_X12_ADP_CG_TI_09052013_Approved_2_2_DHCS_DMC Companion Guide
Attachment_Ref_04	Non_Drug_Medical_Billing_Transaction_Layout_Standard_Companion_Guide
Attachment_Ref_05	Claim Denial Summary
Attachment_Ref_06	Service Summary and Forecast
Attachment_Ref_07	Year to date summary by Statement of Work
Attachment_Ref_08	Warrant Status Report
Attachment_Ref_09	Drug Medi-Cal Recoupment Summary
Attachment_Ref_10	Payment/Billing activity by Funding Source
Attachment_Ref_11	Funding Plan Summary
Attachment_Ref_12	Reimbursement and Billing by Provider, Reporting Month and Fiscal Year
Attachment_Ref_13	Risk Assessment Tool & Evaluation (R.A.T.E) for DMC contracts
Attachment_Ref_14	Summary of Report (S.O.R) for the Non-Compliant responses
Attachment_Ref_15	Billing Verification Report (B.V) for unverified claims
Attachment_Ref_16	Program Monitoring Report
Attachment_Ref_17	CalOMS_Treatment_Data_Collection_Guide



Exhibit A.1.1 (myAvatar Solution Requirements)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

SR#	Description	Details	Phase	Fun. Rollout
	All functionality of the License Software will be provided in connection with the Implementation Services for Phase 1 except as to the functionality identified for Implementation as part of Phase 2 below.			
	<b>General</b>			
1	The Solution shall allow users to navigate backwards and forwards between screens/forms depending on saving rules as well as via Solution menu.	Y	1	0
2	The Solution shall provide the capability to link patient records.	Y	1	0
3	The Solution shall allow authorized users to print all reports, documents, screens (as determined by user role and program rule).	Y	1	0
4	The Solution shall allow authorized users to export all data in user-compatible formats (e.g., XLS, CSV, Word, and PDF).	Y	1	0
5	The Solution shall allow multiple users with varying user permissions to be able to complete workflows within process areas.	Y	1	0
6	The Solution shall control access to the patient's record. This shall include, but not be limited to: a. The ability to restrict a patient's record to an individual user or group of users if necessary, through treatment team or access categories. b. The ability to prevent user access to the patient's record.	Y	1	0
7	The Solution shall have rules based access control and display information based on a user's role and program. <a href="#">Contractor Response: The solution has role based security related to forms and report access. In some forms access control to the data is also based on the user's role.</a> <a href="#">Providers have access to clients they have been authorized to deliver services to.</a>	Y	1	0
8	The Solution Application login shall be integrated with County authentication Active Directory.	Y	1	0
9	The Solution shall allow authorized users to upload electronic documents (e.g., provider certifications, clinician licenses, historical information not in the Solution to support treatment services). The Solution shall support the following file types: <ul style="list-style-type: none"><li>• BMP</li><li>• DCX</li></ul>	Y	1	0



SR#	Description	Details	Phase	Fun. Rollout
	<ul style="list-style-type: none"> <li>• DOC</li> <li>• DOCX</li> <li>• GIF</li> <li>• JPEG</li> <li>• JPG</li> <li>• NOTEFORM</li> <li>• Pdf</li> <li>• PDF</li> <li>• PNG</li> <li>• RTF</li> <li>• TIFF</li> <li>• TXT</li> <li>• XLS</li> <li>• XLSX</li> </ul>			
10	The Solution shall allow viewing a summary/list of associated electronic documents throughout the workflow where appropriate.	Y	1	0
11	The Solution shall allow users to indicate the type of an uploaded document using a pre-defined taxonomy prior to uploading.	Y	1	0
12	The Solution shall allow authorized users to view uploaded documents, including but not limited to: <ul style="list-style-type: none"> <li>a. Document name</li> <li>b. Document type</li> <li>c. Document association(s) with patient(s)</li> </ul>	Y	1	0
13	The Solution shall allow users to save data entered into forms or text fields at any point during data entry given that required fields are entered, provided all required fields on the screen are completed.	Y	1	0
14	The Solution shall allow authorized users to review data entered on forms prior to proceeding to the subsequent workflow.	Y	1	0
15	The Solution shall validate that all mandatory data fields have been completed when a user attempts to submit a form or when moving from one screen to the next.	Y	1	0

SR#	Description	Details	Phase	Fun. Rollout
	Contractor: This happens upon the submission of a form. A user can move to different “tabs/screens” on a form without having all required fields entered, however a user won’t be able to file a form without completing the required fields on those “tabs/screens” upon submission.			
16	The Solution shall inform users of any errors on the form based on the program validations and business rules.	Y	1	0
17	The Solution shall allow users to review and update a form if there are correctable errors based on business rules.	Y	1	0
18	BLANK			
19	The Solution shall apply mailing address validations on patient addresses using a United States Postal Services (USPS) lookup file which will be imported on a routine basis (e.g., monthly) from the USPS to assist with address entry.	Y	1	0
20	The Solution shall automatically inform a user on duplicate patient based on the patient search data entered including demographic data. The user can use that client or determine that it is a new client to move forward. If this is related to a County Master Patient Index solution, then Development may be required to interface with a Master Patient Index (MPI) system, but the interface must be configured and/or customized based on the MPI specifications.	C	1	0
21	The Solution shall have a user interface written in English (including warnings, notifications and user prompts) free of spelling and grammatical errors.	Y	1	0
22	The Solution shall maintain a record (e.g., audit trail) of all changes made to data in the Solution, including both Solution-initiated changes and user-initiated changes. The audit trail will include, but not be limited to: a. The user ID of the person who made the change, if applicable b. The date and time of the change c. The information that was changed d. The data before and after it was changed e. The data source if the change was Solution generated	Y	1	0
23	The Solution shall record the date, time, and name of users viewing patient information	Y	1	0
24	The Solution shall allow an authorized user to manage and update data field values, code tables through a user interface.	Y	1	0

SR#	Description	Details	Phase	Fun. Rollout
25	The Solution shall use industry standard taxonomies, where applicable. County must be able to update these items after Go-Live, as needed.	Y	1	0
26	The Solution shall include a Solution use notification property which may be configured to display a specific message upon log in.	Y	1	0
27	The Solution shall not allow any County Data to be overwritten and/or destroyed without County's written request and not prior to seven (7) years from the point of creation in accordance with County Record Retention policy.  Contractor: Based on discussions with County, this requirement is about keeping data for a minimum of 7 years. The solution can keep the data for 7 years or more.	Y	1	0
28	The Solution shall provide sufficient capabilities to support at least 1,500 concurrent users, with the ability to expand capability, as future needs arise.	Y	1	0
29	The Solution shall support both a total paperless function and a hybrid function, where the contents of the electronic record can be printed for inclusion in paper charts, if necessary.	Y	1	3
30	BLANK			
31	The Solution shall support the HL7 C-CDA standard which contains the Common Meaningful Use Data Set (e.g., patient name, sex, date of birth, race, ethnicity, treatment plan, problems, Test result(s), Treatment Procedures) to enable interoperability among participating Solutions (including providers' who have their own electronic health records).	Y	1	0
32	The Solution shall provide chronological, filterable parameters on various patient identifiers (e.g., first name, last name, subscriber ID, date of birth), and comprehensive review of patient's SUD treatment activities, which may be available in a report, subject to privacy and confidentiality requirements.	Y	2	0
33	The Solution shall provide a flexible, user modifiable, search mechanism (e.g., first name, last name, subscriber ID, date of birth) for retrieval of information.	Y	1	0
34	The Solution shall comply with the data privacy and security provisions for safeguarding patient information per 42 CFR Part 2, and Health Insurance Portability and Accountability Act (HIPAA).	Y	1	0
35	The Solution shall comply with the data privacy and security provisions for safeguarding patient information per California state-specific laws and regulations.	Y	1	0

SR#	Description	Details	Phase	Fun. Rollout
36	Data shall be secured at all times and in all modules of the Solution (e.g., strong password protection or other user authentication, data encrypted at rest, data encrypted in motion). Contractor Hosting Services currently includes SAN level encryption of data at rest.	Y	1	0
37	BLANK			
	<b>Electronic Signatures</b>			
38	The Solution shall allow the use of electronic signatures for treatment plans, continuum assessments and triage tools, and progress notes.	Y	1	0
39	<p>The Solution shall provide administrative safeguards to ensure that the electronic signature meets the following criteria in compliance with CMS regulations. Based on the user's unique login to the Solution:</p> <ul style="list-style-type: none"> <li>• It identifies the signing individual by name and title;</li> <li>• It is unique to the person using it and under his or her sole control;</li> <li>• It is capable of verification; and</li> <li>• It assures the signed document cannot be altered after the signature has been affixed.</li> </ul> <p>• Currently, ASAM, several assessments, all notes, treatment plan and treatment review can be signed off by the user.</p> <p>• Amendments to records can be made by adding onto the note in a way that corrects the deficiency or by deleting the item (note) and replacing it (functionality for delete is protected by a role). County policy should govern the process for amending of records.</p> <p><b>Contractor: ASAM is not a MyAvatar assessment so its functionality will be dependent on the Third Party that provides that tool.</b></p>	Y/C	1	0
40	The Solution shall allow signing of individual sections as currently managed in the Solution based on user roles (e.g., medical necessity can only be signed by physician)	C	1	0
41	The Solution shall allow the locking of records and/or sections after signature is applied.	Y	1	0
42	<p>The Solution shall allow multiple signatures of records depending on the business rules.</p> <p><b>Contractor: a document can only be filed once – after all signatures have been captured.</b></p>	C	1	0
43	BLANK			
	<b>Admin Modules</b>			
44	The Solution shall require the user to re-authenticate when electronically signing a patient activity in the chart.	C	1	0

SR#	Description	Details	Phase	Fun. Rollout
45	The Solution shall include the ability to have access to CarePathways KPIs.	Y	2	0
46	The Solution shall provide the ability to associate rendering treatment service locations with the provider's corporation.	Y	1	0
47	The Solution shall provide ability for County to overview and monitor providers selected County contract criteria (e.g., query by level of service, service location area, population served).	Y	1	0
48	The Solution shall allow the County with the ability to manage contracts with providers, including, but not limited to:	Y	1	0
49	a. Contact information, including corporate address, telephone and fax numbers, e-mails	Y	1	0
50	b. Location of services and services provided at each location	Y	1	0
51	c. Locations in each County Service Planning Area (SPA) and County Supervisorial District	Y	1	0
52	d. Days and hours of operation of facility and medical directors' availability	Y	1	0
53	e. Population, age group, gender, language	Y	1	0
54	f. Funding amount by Statement of Work	Y	1	0
55	g. Service types (e.g., outpatient, intensive outpatient, residential, Opioid Treatment Program)	Y	1	0
56	h. Assigned authorized signatory for each contract	Y	1	0
57	a. Contract numbers, Sole Source or their Profit/non-profit status, amendment numbers and/or type of action (e.g., Contract Amendment, Board Action), including beginning and end dates for each	Y	1	0
58	b. Service Rate Matrix will be replicated through the configuration of contract service rates	Y	1	0
59	c. Ability to insert and revise Fee for Service rates not covered by the Rate Matrix.	Y	1	0
60	d. Listing of assigned CPAs for each contract provider.	C/D	1	0
61	e. Authorized users to upload supporting contract documents (e.g., budgets, certifications).	Y	1	0
	<b>Patient Profiles</b>			
62	The Solution shall track the duration of days for client residential services.	D	1	2
62.a	The Solution shall collect utilized bed count.	Y	1	0

SR#	Description	Details	Phase	Fun. Rollout
62.b	The Solution shall ensure contracted beds do not exceed licensed beds.	D	2	0
63	BLANK			
64	The Solution shall collect all basic patient demographic information (e.g., patient name, gender, DOB and SSN, race, ethnicity, veteran status).	Y	1	0
65	The Solution shall collect patient contact and collateral contact information.	Y	1	0
66	The Solution shall allow providers to identify patients' other health coverage. The Solution will collect payment/insurance information, including service authorizations.	Y	1	0
67	BLANK			
68	The Solution shall have the ability to import patient benefit enrollment and maintenance information (e.g., ANSI x12, 834) from Health Plans (e.g., L.A. Care, Health Net) and export patient claims/delivered service information to the Health Plans in a simple format (CSV, XML, etc.) electronically via DIRECT.	Y	2	
<b>Intake, Screening and Assessments</b>				
69	The Solution shall track the patient's intake information including beginning and end dates of every episode of care.	Y	1	0
70	The Solution shall track patient no shows with provider follow up, if the integrated scheduler is used for appointments.	Y	1	1
71	The Solution shall have the ability to provide County selected screeners or assessments, (e.g. ASI, ASI Lite, DENS ASI).	C	1	3
72	The Solution shall provide the interface to link to the Third Party electronic version of the ASAM-CS tool and ASAM Triage Tool to support at least 1,500 concurrent users, with the ability to expand users as future needs require. <a href="#">Contractor: Netsmart is not hosting the ASAM tool and will request that the Third Party vendor support at least 1,500 concurrent users. This may not be in Contractors control.</a>	D	1	0
73	The Solution shall allow for the capture of the risk and care levels across all dimensions of ASAM. Once ASAM has collected the information and made a level of care determination, this information will be made available via a report for providers.	D	1	0

SR#	Description	Details	Phase	Fun. Rollout
74	The Solution shall track the recommended and actual levels of care based on the ASAM Criteria throughout a patient's treatment episode(s). The tracking shall include the step up or step down within the continuum of SUD care, based on their assessed need and response to treatment, through changes in program enrollment.	D	1	0
75	The Solution shall provide the interface link to the Third Party electronic version of the ASAM-CS tool and ASAM Triage Tool. The Solution shall capture the ASAM patient assessment results into the Solution including all current and future data elements as listed in the Continuum ASAM Web Services (see Attachment_REF_XX, "Web Services provided by the ASAM Continuum and ASAM Triage applications).	D	1	0
76	BLANK			
77	The Solution shall include assessment workflows for SBIRT and other crisis interventions provided it does not violate any copyright protections	C	2	0
<b>Admission/Discharge and Outcomes</b>				
78	The Solution shall collect all following key clinical data elements required, which shall include any future changes, by the State for the CalOMS data domains (see Attachment_Ref_17, "CalOMS_Treatment_Data_Collection_Guide"): <ul style="list-style-type: none"> <li>• Admission Data</li> <li>• Substance Use Data</li> <li>• Annual Update Data</li> <li>• Patient Identification and Demographic Data</li> <li>• Discharge Data</li> <li>• Employment Data</li> <li>• Criminal Justice Data</li> <li>• Medical/Physical Health Data</li> <li>• Mental Health Data</li> <li>• Family/Social Data</li> <li>• Solution Required – Items that are needed to track file submissions</li> <li>• Transaction Data</li> </ul>	Y	1	0
79	The Solution shall comply with all required CalOMS validation rules.	Y	1	0
80	The Solution shall collect and have the flexibility, through Contractor's development processes, to add other data elements needed by the County for research and evaluation purposes, in addition to CalOMS requirements.	Y	1	0
81	The Solution shall import CalOMS files, including County needed data, from County contracted providers.	Y	1	1

SR#	Description	Details	Phase	Fun. Rollout
82	The Solution shall generate CalOMS data files per the State requirements, which shall include any future changes, (see Attachment Ref-01, "CalOMS Tx Access to ITWS and File Instructions [For Input Data]") for submission to the State.	Y	1	0
83	The Solution shall import the "currently the: DHCS Error and Submission Details Report" (see sample: Attachment Ref-02, "Error and Submission Details Report") data file from the State for CalOMS data correction and resubmission and have the functionality to have the County/providers to correct and resubmit CalOMS data files.	D	2	0
83.b	The Solution shall provide a report of the status of CalOMS records that require corrections.	D	2	0
<b>Consent and Referral</b>				
84	The Solution shall enable the following consent and referral components, per 42 CFR Part 2: <ul style="list-style-type: none"> <li>• Consent</li> <li>• Printed Consent Form</li> <li>• Referral</li> <li>• Referral Acceptance</li> <li>• Monitoring Status of Referrals sent and placed</li> </ul>	Y	1	0
85	The Solution shall allow providers to electronically share patient information with other providers within the Solution, with the proper patient consent in place.	Y	1	0
86	The Solution shall track consents and referrals to ensure quality of care and necessary patient care coordination.	Y	1	0
87	The Solution shall facilitate the referral process by displaying appropriate providers and locations based on County contracts set up.	Y	1	0
<b>Treatment Plan and Review</b>				
88	The Solution shall enable the creation and management of treatment plans which include the following information: <ul style="list-style-type: none"> <li>• Diagnosis</li> <li>• Identified Problems and Goals</li> <li>• Treatment Plan Review</li> <li>• Medication information</li> <li>• Health Care Team (including primary care/mental health/SUD providers)</li> </ul>	Y	1	0
89	The Solution shall enable signed treatment plans to be formally reviewed and approved, or sent back for corrections, by designated supervisors of the staff who completed the treatment plans.	Y	1	2



SR#	Description	Details	Phase	Fun. Rollout
90	The Solution shall facilitate the creation and updating of the treatment plan process by providing the listing of provider staff who is/are assigned for individual patients through the treatment team.  <i>Contractor: This is only supported for a modeled form, not core forms.</i>	Y	1	0
91	The Solution shall track patient medications taken as part of the overall patient treatment management process.	Y	1	0
92	The Solution shall allow clinicians to record a treatment plan and set reminders for periodic reviews.	Y	1	0
93	The Solution shall track all problem areas, goals, objectives, planned services or interventions.	Y	1	0
94	The Solution shall track the expected completion dates of treatment goals, actual completion dates, progress, and due dates display alerts on user homepage.	Y	1	0
	<b>Progress/Encounter Notes</b>			
95	The Solution shall record progress notes utilizing progress note templates defined by County that are problem-oriented, which can be linked on the encounter to a diagnosis.	C	1	0
96	BLANK			
97	The Solution shall collect group session notes. The Solution will be able to record the group note text, with the ability to modify as needed for non-finalized notes, to all patient records who participated in the group in the creation of both billable and non-billable notes as well as group attendance. The duplication of the note shall be done via the copy/paste feature	Y	1	0
98	The Solution shall track miscellaneous notes to allow for an alert to be placed on a patient. The alert will appear on the user homepage.	C	1	1
	<b>Clinical Management</b>			
99	BLANK			
100	The Solution shall include the following key modules: <ul style="list-style-type: none"> <li>• Intake documentation</li> <li>• Progress note documentation</li> <li>• Treatment plan documentation</li> <li>• Medication</li> <li>• Drug testing results (manual)</li> <li>• Consent and referrals</li> </ul>	Y	1	0

SR#	Description	Details	Phase	Fun. Rollout
	<ul style="list-style-type: none"> <li>Alerts</li> </ul>			
101	The Solution shall provide trigger alerts to providers when individual documented data indicates that critical interventions may be required. The Solution allows a user to place a free text alert on the patient which informs others in the agency of any critical issues or interventions. This free text alert can be shared with another agency through the integrated consent module.	C	1	0
102	BLANK			
103	The Solution shall provide the option to initiate reminders for necessary patient services or follow-up care based on business rules. The Solution provides configurable alerts on a variety of needed interventions including insurance expiration, authorization expiration, treatment plan review due, outcomes data collection due, etc.	Y	1	0
104	The Solution shall allow the query of patient current and historical substance use services rendered for planning, quality management, and care coordination purposes, depending on roles and access.	Y	1	0
105	The Solution shall enable the origination, documentation, and tracking of referrals between treatment providers or healthcare organizations, including clinical and administrative details of the referral.	Y	1	0
106	The Solution shall allow users to create and maintain patient-specific diagnosis lists.	Y	1	0
107	The Solution shall provide the SUD diagnosis list in the patient Treatment Plan, which shall allow for the designated provider staff to create, review, or amend information in the routine updates of the Treatment Plan.  <i>Contractor: This is only done on the diagnosis form.</i>	Y	1	0
	<b>Reporting</b>			
108	The Solution shall allow authorized users to select and filter reports (including but not limited to the reports listed in Exhibit O) on-demand.			
109	BLANK			
110	BLANK			
111	BLANK			
112	BLANK			
113	BLANK			
114	BLANK			

SR#	Description	Details	Phase	Fun. Rollout
115	BLANK			
116	BLANK			
117	BLANK			
118	BLANK			
119	BLANK			
120	BLANK			
121	BLANK			
122	BLANK			
123	BLANK			
124	BLANK			
125	The Solution shall allow the user to see a list of standard reports that are available to the user, organized in folders. User may have the option to send individual reports through secure messaging.	Y	2	0
126	BLANK			
127	BLANK			
	<b>1115 Waiver Management Functionalities</b>			
	<b>Continuum of Care</b>			
128	The Solution shall allow the efficient tracking of the number and variety of programs at each level of care within the continuum, for a particular geographic area, or for the entire County including the following services: <ul style="list-style-type: none"> <li>• Early Intervention</li> <li>• Physician Consultation Service</li> <li>• Outpatient Treatment</li> <li>• Intensive Outpatient Treatment</li> <li>• Case Management</li> <li>• Medication-Assisted Treatment</li> <li>• Recovery Support Services</li> <li>• Recovery Bridge Housing</li> </ul>	C	2	0

SR#	Description	Details	Phase	Fun. Rollout
	<ul style="list-style-type: none"> <li>• Withdrawal Management</li> <li>• Residential Treatment</li> </ul>			
129	The Solution shall provide for County-wide waitlist management (for Solution providers) enabling County and providers to monitor the availability of beds or slots in scarce programs, and to manage the selection of individuals for program admission based on pre-defined priority criteria.	D	2	0
<b>Case Management and Care Coordination</b>				
130	The Solution shall enable the documentation and provision of case management services to ensure that the patient is moving through the continuum of care through entering Case Management notes and billable/non-billable services for Case Management	C	1	0
131	The Solution shall provide the necessary tools and reports to monitor the flow of patients throughout the continuum of care, and to ensure that patients are enrolled in the best level of care.	C	1	3
<b>Complaints, grievance and Appeals Process</b>				
132	SR-1 The Solution shall provide County necessary tools to track complaints, grievances, and providers' service denial appeal process (C-G-A). The tracking information will include the following: <ul style="list-style-type: none"> <li>• C-G-A types</li> <li>• C-G-A documentation</li> <li>• County's decision and date</li> <li>• Evidence supporting the basis of appeal (e.g., Proof of service)</li> <li>• C-G-A status</li> </ul>	C	1	0
<b>Provider Certification</b>				
133	The Solution shall track the provider Drug Medi-Cal certification including the following information: <ul style="list-style-type: none"> <li>• Agency</li> <li>• Location</li> <li>• Medical Director</li> <li>• Drug Medi-Cal Provider Number</li> <li>• National Provider Identifier</li> <li>• CalOMS Number</li> <li>• Medi-Cal Document Number</li> <li>• Effective Date</li> </ul>	Y	1	0

SR#	Description	Details	Phase	Fun. Rollout
	<ul style="list-style-type: none"> <li>Type of Service</li> <li>Program Code</li> </ul>			
	<b>Coordination</b>			
134	The Solution shall be able to perform patient information exchange with managed care plans and other health care entities by supporting the HL7 standard C-CDA for data exchange of patient demographic, service encounter, discharge summaries, and progress notes information, as needed and allowed per patient consent in compliance with 42 CFR Part 2.	Y	1	0
	<b>County Waitlist</b>			
135	The Solution shall track the number of available beds by program, as well as the patients who are waiting for those beds/services.	D	2	0
136	The Solution shall link the bed/ <b>service</b> availability with the consent and referral process to get individuals into programs when a bed/service becomes available.	D	2	0
137	The Solution shall utilize program enrollments to provide a real time view into available program beds/ <b>services</b> .	D	2	0
138	The Solution shall allow authorized users to search for available beds/ <b>services</b> using a wide range of program and geographic criteria.	D	2	0
139	The Solution shall place patients on one or more waitlists and manage the priority of the patient on the waitlist using pregnancy, HIV status, IVDU status and other County-determined priority scales.	D	2	0
140	The Solution shall allow authorized users to choose patients from the waitlist when a bed is available and request a referral, which can be sent using the consent/referral module within the Solution.	D	2	0
141	The Solution shall track what Interim Services are offered to patients while on the waitlist and their duration on the waitlist.	D	2	0
	<b>Authorization and Utilization Management (AUM)</b>			
142	<p>The Solution shall allow for the effective Utilization Management review of provider authorization requests by allowing the level of care and submitted service authorization data for specific patients be reviewed. Data shall include the following:</p> <ul style="list-style-type: none"> <li>Provider name and location</li> <li>Patient demographic information</li> <li>Medi-Cal eligibility information, if applicable</li> </ul>	Y/C	1	0

SR#	Description	Details	Phase	Fun. Rollout
	<ul style="list-style-type: none"> <li>ASAM recommended level of care</li> <li>Progress Note, if applicable</li> <li>Treatment Plan, if applicable</li> <li>Residential treatment days</li> <li>For Residential authorizations, enable a 24 hour turnaround</li> </ul>			
<b>Solution Integration - Service and Bed Availability Tool (SBAT)</b>				
143	<p>The Solution shall capture the following data:</p> <ul style="list-style-type: none"> <li>Provider name, location, type of service</li> <li>Office Hours, Address, and contact information</li> <li>Bed and Service availability</li> <li>Special Population served (e.g., Adult/Adolescent, Gender, Homeless)</li> <li>Languages provided</li> </ul>	D	1	0
144	<p>The Solution shall provide access to County Beneficiary Access Line by providing the following:</p> <ul style="list-style-type: none"> <li>Solution Login and user authentication</li> <li>Access to ASAM Triage Tool</li> <li>Record ASAM recommended level of care</li> <li>Linkage to County SBAT for Services locator and referral</li> </ul>	D	1	0
	The Solution shall incorporate all current functionality of the existing County SBAT, including a public portal for searching services capacity of providers using geographic map display.	D	2	0
145				
146				
<b>Billing Functionality</b>				
147	The Solution shall provide Medi-Cal Eligibility Verification via (HIPAA 270/271 TCS, Automated Eligibility Verification System (AEVS), Medi-Cal Eligibility DataSet (MEDS))	Y	1	1
148	The Solution shall provide encounter claims rendered by providers who use the Solution to County billing for the State submission. The claim information shall include items in the HIPAA Transaction Code Set 837 Health Care Claims transaction for professional claims and/or encounters (See Attachment Ref_03, "Attachment_Ref_03_1.03_WEDI_X12_ADG_CG_TI_09052013_Approved_2_2_DHCS_DMC_Companion_Guide").	Y	1	0

SR#	Description	Details	Phase	Fun. Rollout
149	The Solution shall enable the County to import 835 TCS files from the State; and comply specifically with HIPAA X.12 EDI Transactions and Code sets.	Y	1	0
150	The Solution shall provide the ability to capture <ul style="list-style-type: none"> <li>• Import and Translate 835 TCS files received from the State</li> <li>• Create 835 TCS files for provider distribution</li> <li>• Perform claim matching</li> <li>• Retrieve State adjudicated claims status</li> <li>• Reconcile claim approvals/denials</li> </ul>	Y	1	0
151	The Solution shall provide the ability for providers to view the individual claim status.	Y	1	0
152	The Solution shall enable providers to replace denied claims.	Y	1	0
153	The Solution shall provide the ability to “Void” claims which were previously approved.	Y	1	2
154	The Solution shall generate 837 TCS files for the State submission and shall include, but not limited to items in the HIPAA Transaction Code Set 837 Health Care Claims transaction for professional claims and/or encounters (See Attachment Ref_03, “Attachment_Ref_03_1.03_WEDI_X12_ADG_CG_TI_09052013_Approved_2_2_DHCS_DMC_Companion_Guide”)	Y	1	0
155	The Solution shall import 837 TCS files for claim reimbursement to County contracted providers shall include, but not limited to items in the County companion guide (See Attachment Ref_04, “Attachment_Ref_04_Non_Drug_Medical_Billing_Transaction_Layout_Standard_Companion_Guide”)	Y	1	0
156	The Solution shall provide automated numbering of claims (Claim ID's).	Y	1	0
157	The Solution shall allow editing of incorrect and erroneous claim information.	Y	1	0
158	The Solution shall perform duplicate service checking with Solution defined verification criteria below: <ul style="list-style-type: none"> <li>• Date of Service</li> <li>• Procedure Code</li> <li>• Provider</li> <li>• Client</li> <li>• Level of Care</li> <li>• Performing Provider</li> <li>• Performing Provider Type</li> </ul>	Y	1	0

SR#	Description	Details	Phase	Fun. Rollout
159	The Solution shall detect duplicate claims based on Solution defined criteria including but not limited to date of service, subscriber IDs, and procedure codes.	Y	1	0
160	The Solution shall allow claim history search and sort functionality (e.g., sort by date of service, provider specialty, claim received date).	Y	1	0
161	The Solution shall have the ability to print and sort EOBs information by provider or member.	Y	1	0
162	The Solution shall have the ability to transfer void claim information to a new claim for reprocessing.	Y	1	2
163	The Solution shall process and provide ability (e.g., Solution notifications, error messages) to correct unusual circumstances such as over payments, under payments, and manual override of denials.	Y	1	3
164	The Solution shall validate claims against State requirements with real time Solution notifications and/or error messages.	Y	1	2
165	BLANK			
166	The Solution shall provide functionality to add free text to claim notes/comments on individual claims.	Y	1	0
167	The Solution shall provide functionality to process, track, reconcile, record, and report refund payments and/or overpayment and ability to withhold/deduct amounts from future claims.	Y	1	0
168	The Solution shall capture third-party payment information and use this information in claim adjudication calculations.	Y	1	0
169	The Solution shall provide functionality to search and locate individual claim status.	C	1	0
170	The Solution shall have the ability to sort claims history.	C	1	3
171	The Solution shall allow online inquiry of claims by various fields, including, but not limited to: patient name, diagnosis, provider, claimID, subscriberID, service date, billed amount.	C	1	1
172	The Solution shall have the ability to automatically detect and provide warnings/flags for claims with the same specialty services provided on the same date of service.	Y	1	2
173	The Solution shall provide, maintain, and adhere to historical and current Solution coding, including but not limited -International Classification of Diseases (ICD) 9 <sup>th</sup> (for historical claims) and 10th Revision.	Y	1	0
174	The Solution shall collect required information for Other Health Care Coverage (OHC).	Y	1	0



SR#	Description	Details	Phase	Fun. Rollout
175	The Solution shall identify all denied Drug Medi-cal claims which have not been successfully replaced within sixty (60) days from the original State denial date. These claim shall be flagged as "Recouped" and the total amount shall be withheld from the provider's next payment.	D	1	3
176	The Solution shall enable the Finance Contract Reimbursement Unit (CRU) provide the ability for SAPC Finance to process and pay claims, including accounts receivables, and cost reports including but not limited to: <ul style="list-style-type: none"> <li>• Contract Number</li> <li>• Fiscal Year</li> <li>• Statement of Work</li> <li>• Service Location</li> <li>• Type of Service (e.g., Outpatient Counseling, Residential Services)</li> </ul>	Y	1	0
177	The Solution shall provide the ability for SAPC Finance to process accounts receivables, accounts payable, and cost reports from contracted providers, including but not limited to: <ul style="list-style-type: none"> <li>• Contract Number</li> <li>• Fiscal Year</li> <li>• Statement of Work</li> <li>• Service Location</li> <li>• Type of Service (e.g., Outpatient Counseling, Residential Services)</li> </ul>	Y	2	0
178	The Solution shall summarize claims by: <ul style="list-style-type: none"> <li>• Contract Number</li> <li>• Fiscal Year</li> <li>• Statement of Work</li> <li>• Type of Service (e.g., Outpatient Counseling, Residential Services)</li> <li>• Locations</li> <li>• Procedure Code</li> <li>• Billing Modifiers</li> <li>• Reporting Month</li> <li>• Service Month</li> </ul>	C	1	2
179	The Solution shall allow the creation of the following billing reports in SSRS, including but not limited to the following: <ul style="list-style-type: none"> <li>• Claim Denial Summary (See sample: "Attachment_Ref_05_Claim_Denial_Summary")</li> <li>• Service Summary and Forecast (See sample: "Attachment_Ref_06_Service_Summary_and_Forecast")</li> <li>• Year to date summary by Statement of Work (See sample:</li> </ul>	C	1	2

SR#	Description	Details	Phase	Fun. Rollout
	<p>“Attachment_Ref_07_Year_to_Date_Summary_by_Statement_of_Work”)</p> <ul style="list-style-type: none"> <li>• Warrant Status Report (See sample: “Attachment_Ref_08_Warrant_Status_Report”)</li> <li>• Drug Medi-Cal Recoupment Summary (See sample: “Attachment_Ref_09_DMC_Recoupment_Summary”)</li> <li>• Payment/Billing activity by Funding Source (See sample: “Attachment_Ref_10_Payment_Activity_by_Funding_Source”)</li> <li>• Funding Plan Summary (See sample: “Attachment_Ref_11_Funding_Plan”)</li> <li>• Reimbursement and Billing by Provider, Reporting Month and Fiscal Year (See sample: “Attachment_Ref_12_Year_Reimbursement_and_Billing_by_Provider_Reporting_Month_and_Fiscal_Year”)</li> </ul>			
180	BLANK			
<b>Full Solution Integration - eContract Monitoring</b>				
181	<p>The Solution shall provide the contractual and service encounter data, including billing information, to enable County Contract Program Auditors (CPA) to conduct a comprehensive contract monitoring review consisting of the following:</p> <ul style="list-style-type: none"> <li>• Administrative Review</li> <li>• Personnel review</li> <li>• Staff certification/license Verification (access certification/licensing websites for verification of certification/license)</li> <li>• Facility Review</li> <li>• Chart reviews</li> <li>• Billing Activity Verification</li> <li>• Review of staff time billed</li> <li>• Activity Observation/Participant Interviews</li> </ul>	D	2	0
182	<p>The Solution shall provide the contractual and service encounter data, including billing information, to identify the following:</p> <ul style="list-style-type: none"> <li>• Patients</li> <li>• Services rendered validation</li> <li>• Reimbursement per contract setting leading to the generation of the contract monitoring reports with RATE assessment scores</li> <li>• Summary of Report (S.O.R.)</li> <li>• Billing Verification Report (B.V).</li> </ul> <p>The Solution shall provide the linkage flexibility between the above data synchronization to produce reports for contract monitoring summary.</p>	D	2	0

SR#	Description	Details	Phase	Fun. Rollout
183	The Solution shall provide the contractual and service encounter data to identify patients, services rendered validation, and reimbursement per contract setting leading to generating and monitoring reports workflow.	D	2	0
184	The Solution shall provide the contractual and service encounter data to automate the monitoring process and provide the CPA with streamlined and standardized procedures.	D	2	0
185	The Solution shall provide the contractual and service encounter data to enable CPA to view provider's billing submission and compliance status activities based on any of the following criteria, either in combination or independently: <ul style="list-style-type: none"> <li>• Service month</li> <li>• Facility Location</li> <li>• Statement of Work (SOW)</li> <li>• Type of Service</li> <li>• Patient Name and/or ID</li> </ul>	D	2	0
186	The Solution shall provide the contractual and service encounter data to enable CPA to verify the selected patient's billing claims against the selected service month(s) documentation at the service site.	D	2	0
187	The Solution shall provide the contractual and service encounter data to enable CPA to monitor the Chart Review: core questions and program question, based on the SOW for selected patients.	D	2	0
188	The Solution shall provide the contractual and service encounter data to enable CPA to monitoring the following subsections that are related to provider's administrative levels: <ul style="list-style-type: none"> <li>• Management Review</li> <li>• Management Review Document Checklist</li> <li>• Insurance Worksheet</li> <li>• Personnel Review</li> <li>• Personnel Review Checklist</li> <li>• Personnel Certifications</li> <li>• Facility Review</li> <li>• Program Observation</li> </ul>	D	2	0
189	The Solution shall provide the contractual and service encounter data to enable the collection of provider's documentations, such as facility license, staff certification, and insurance status.	D	2	0
190	The Solution shall provide the contractual and service encounter data to enable the filtering of related materials based on the specifics of individual contracts.	D	2	0

SR#	Description	Details	Phase	Fun. Rollout
191	The Solution shall provide the contractual and service encounter data to enable the generation of reports based on the responses on the patient's Activity and Billing Section and Administrative Instrument Section.	D	2	0
192	The Solution shall provide the contractual and service encounter data to create County reports, including but not limited to: RATE for Drug Medi-Cal contracts (See sample: "Attachment_Ref_13_RATE") <ul style="list-style-type: none"> <li>• Summary of Report (S.O.R) for the Non-Compliant responses (See sample: "Attachment_Ref_14_SOR")</li> <li>• Billing Verification Report (B.V) for unverified claims (See sample: "Attachment_Ref_15_BVSummary")</li> <li>• Program Monitoring Report (See sample: "Attachment_Ref_16_Program_Monitor_Report")</li> </ul>	D	2	0
193	The Solution shall provide the contractual and service encounter data to enable CPA to generate Corrective Action Plan templates, in eContract Monitoring, based on the deficiency findings for providers to complete and submit.	D	2	0
193.b	The Solution shall provide a report that allows users to view the Corrective Action Plan for providers.	D	2	0
193.c	The Solution shall allow users to upload supporting documentation relating to contract monitoring.	D	2	0



Exhibit A.1.2 (ProviderConnect Solution Requirements)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

SR#	Description	Details	Phase	Fun. Rollout
	All functionality of the License Software will be provided in connection with the Implementation Services for Phase 1 except as to the functionality identified for Implementation as part of Phase 2 below.			
	<b>General</b>			
1	The Solution shall allow users to navigate backwards and forwards between screens/forms depending on saving rules as well as via Solution menu.	Y	1	0
2	The Solution shall provide the capability to link patient records.	Y	1	0
3	The Solution shall allow authorized users to print all reports, documents, screens (as determined by user role and program rule).	Y	1	0
4	The Solution shall allow authorized users to export all data in user-compatible formats (e.g., XLS, CSV, Word, and PDF).  <i>Contractor: This functionality is allowed only for available reports.</i>	Y	1	0
5	The Solution shall allow multiple users with varying user permissions to be able to complete workflows within process areas.	Y	1	0
6	The Solution shall control access to the patient's record. This shall include, but not be limited to: a. The ability to restrict a patient's record to an individual user or group of users if necessary, through treatment team or access categories. b. The ability to prevent user access to the patient's record.	Y	1	0
7	The Solution shall have rules based access control and display information based on a user's role and program.  <i>Contractor Response: The solution has role based security related to forms and report access. In some forms access control to the data is also based on the user's role. Within ProviderConnect, the providers have access to clients they have been authorized to deliver services to.</i>	Y	1	0
8	The Solution Application login shall be integrated with County authentication Active Directory.	Y	1	0

9	<p>The Solution shall allow authorized users to upload electronic documents (e.g., provider certifications, clinician licenses, historical information not in the Solution to support treatment services). The Solution shall support the following file types:</p> <ul style="list-style-type: none"> <li>• BMP</li> <li>• DCX</li> <li>• DOC</li> <li>• DOCX</li> <li>• GIF</li> <li>• JPEG</li> <li>• JPG</li> <li>• NOTEFORM</li> <li>• Pdf</li> <li>• PDF</li> <li>• PNG</li> <li>• RTF</li> <li>• TIFF</li> <li>• TXT</li> <li>• XLS</li> <li>• XLSX</li> </ul>	Y	1	0
10	<p>The Solution shall allow viewing a summary/list of associated electronic documents throughout the workflow where appropriate.</p> <p><i>Contractor: Users of ProviderConnect have access to only documents that have been uploaded by the Provider Agency they are associated to.</i></p>	Y	1	0
11	<p>The Solution shall allow users to indicate the type of an uploaded document using a pre-defined taxonomy prior to uploading.</p> <p><i>Contractor: Documents in ProviderConnect can be associated to a specific Provider and/or Client and/or Authorization only.</i></p>	Y	1	0
12	<p>The Solution shall allow authorized users to view uploaded documents, including but not limited to:</p> <ol style="list-style-type: none"> <li>a. Document name</li> <li>b. Document type</li> <li>c. Document association(s) with patient(s)</li> </ol> <p><i>Contractor: Users of ProviderConnect have access to only documents that have been uploaded by the Provider Agency they are associated to. In addition there is no <b>document type</b> (except for its format).</i></p>	Y	1	0

13	The Solution shall allow users to save data entered into forms or text fields at any point during data entry given that required fields are entered, provided all required fields on the screen are completed.	Y	1	0
14	The Solution shall allow authorized users to review data entered on forms prior to proceeding to the subsequent workflow.	Y	1	0
15	The Solution shall validate that all mandatory data fields have been completed when a user attempts to submit a form or when moving from one screen to the next.  <i>Contractor: This happens upon the submission of a form. A user can move to different “tabs/screens” on a form without having all required fields entered, however a user won’t be able to file a form without completing the required fields on those “tabs/screens” upon submission.</i>	Y	1	0
16	The Solution shall inform users of any errors on the form based on the program validations and business rules.	Y	1	0
17	The Solution shall allow users to review and update a form if there are correctable errors based on business rules.	Y	1	0
18	BLANK			
19	The Solution shall apply mailing address validations on patient addresses using a United States Postal Services (USPS) lookup file which will be imported on a routine basis (e.g., monthly) from the USPS to assist with address entry.	Y	1	0
20	The Solution shall automatically inform a user on duplicate patient based on the patient search data entered including demographic data. The user can use that client or determine that it is a new client to move forward.  If this is related to a County Master Patient Index solution, then Development may be required to interface with a Master Patient Index (MPI) system, but the interface must be configured and/or customized based on the MPI specifications.	D	1	0
21	The Solution shall have a user interface written in English (including warnings, notifications and user prompts) free of spelling and grammatical errors.	Y	1	0
22	The Solution shall maintain a record (e.g., audit trail) of all changes made to data in the Solution, including both Solution-initiated changes and user-initiated changes. The audit trail will include, but not be limited to: a. The user ID of the person who made the change, if applicable b. The date and time of the change c. The information that was changed d. The data before and after it was changed e. The data source if the change was Solution generated	Y	1	0



23	The Solution shall record the date, time, and name of users viewing patient information	Y	1	0
24	BLANK			
25	The Solution shall use industry standard taxonomies, where applicable. County must be able to update these items after Go-Live, as needed.	Y	1	0
26	The Solution shall include a Solution use notification property which may be configured to display a specific message upon log in.	Y	1	0
27	The Solution shall not allow any County Data to be overwritten and/or destroyed without County's written request and not prior to seven (7) years from the point of creation in accordance with County Record Retention policy.  Contractor: Based on discussions with County, this requirement is about keeping data for a minimum of 7 years. The solution can keep the data for 7 years or more.	Y	1	0
28	The Solution shall provide sufficient capabilities to support at least 1,500 concurrent users, with the ability to expand capability, as future needs arise.	Y	1	0
29	The Solution shall support both a total paperless function and a hybrid function, where the contents of the electronic record can be printed for inclusion in paper charts, if necessary.  Contractor: ProviderConnect would need additional reports to create the paper function.	D	1	3
30	BLANK			
31	BLANK			
32	The Solution shall provide chronological, filterable parameters on various patient identifiers (e.g., first name, last name, subscriber ID, date of birth), and comprehensive review of patient's SUD treatment activities, which may be available in a report, subject to privacy and confidentiality requirements.  Contractor: A ProviderConnect report would need to be created	D	2	0
33	The Solution shall provide a flexible, user modifiable, search mechanism (e.g., first name, last name, subscriber ID, date of birth) for retrieval of information.	Y	1	0
34	The Solution shall comply with the data privacy and security provisions for safeguarding patient information per 42 CFR Part 2, and Health Insurance Portability and Accountability Act (HIPAA).	Y	1	0
35	The Solution shall comply with the data privacy and security provisions for safeguarding patient information per California state-specific laws and regulations.	Y	1	0

36	Data shall be secured at all times and in all modules of the Solution (e.g., strong password protection or other user authentication, data encrypted at rest, data encrypted in motion). Contractor Hosting Services currently includes SAN level encryption of data at rest.	Y	1	0
37	BLANK			
<b>Electronic Signatures</b>				
38	The Solution shall enable “electronic ink” signature capture by December 2018 which will not be done using Topaz devices. The signature capture will be supported via “electronic ink” capture on devices like the Microsoft Surface machines. This will allow the Solution to have modeled forms that can be published to ProviderConnect that includes signature capture. This eliminates the cost of a separate piece of hardware for a provider/user.	D	Dec. 31, 2018	
39	<p>The Solution shall provide administrative safeguards to ensure that the electronic signature meets the following criteria in compliance with CMS regulations. Based on the user’s unique login to the Solution:</p> <ul style="list-style-type: none"> <li>• It identifies the signing individual by name and title;</li> <li>• It is unique to the person using it and under his or her sole control;</li> <li>• It is capable of verification; and</li> <li>• It assures the signed document cannot be altered after the signature has been affixed.</li> </ul> <p>• Currently, ASAM, several assessments, all notes, treatment plan and treatment review can be signed off by the user.</p> <ul style="list-style-type: none"> <li>• Amendments to records can be made by adding onto the note in a way that corrects the deficiency or by deleting the item (note) and replacing it (functionality for delete is protected by a role). County policy should govern the process for amending of records.</li> </ul> <p>Contractor: ASAM is not a ProviderConnect assessment so its functionality will be dependent on the Third Party that provides that tool.</p>	D	1	2
40	The Solution shall allow signing of individual sections as currently managed in the Solution based on user roles (e.g., medical necessity can only be signed by physician)	C	1	0
41	The Solution shall allow the locking of records and/or sections after signature is applied.	Y	1	0
42	The Solution shall allow multiple signatures of records depending on the business rules.	D	1	0
43	BLANK			

<b>Admin Modules</b>				
44	The Solution shall require the user to re-authenticate when electronically signing a patient activity in the chart.	D	1	0
45	The Solution shall include the ability for providers to have access to CarePathways KPIs.	C	2	0
46	The Solution shall provide the ability to associate rendering treatment service locations with the provider's corporation.	Y	1	0
47	The Solution shall provide ability for County to overview and monitor providers selected County contract criteria (e.g., query by level of service, service location area, population served).	Y	1	0
48	The Solution shall allow the County with the ability to manage contracts with providers, including, but not limited to:	Y	1	0
49	a. Contact information, including corporate address, telephone and fax numbers, e-mails	Y	1	0
50	b. Location of services and services provided at each location	Y	1	0
51	c. Locations in each County Service Planning Area (SPA) and County Supervisorial District	Y	1	0
52	d. Days and hours of operation of facility and medical directors' availability	Y	1	0
53	e. Population, age group, gender, language	Y	1	0
54	f. Funding amount by Statement of Work	Y	1	0
55	g. Service types (e.g., outpatient, intensive outpatient, residential, Opioid Treatment Program)	Y	1	0
56	h. Assigned authorized signatory for each contract	Y	1	0
57	a. Contract numbers, Sole Source or their Profit/non-profit status, amendment numbers and/or type of action (e.g., Contract Amendment, Board Action), including beginning and end dates for each	Y	1	0
58	b. Service Rate Matrix will be replicated through the configuration of contract service rates	Y	1	0
59	c. Ability to insert and revise Fee for Service rates not covered by the Rate Matrix.	Y	1	0
60	BLANK			
61	Providers to upload contract documents relating to contracting.	D	2	0
<b>Patient Profiles</b>				
62	The Solution shall track the duration of days for client residential services.	Y	1	2
62.a	The Solution shall collect utilized bed count.	Y	1	0

62.b	The Solution shall ensure contracted beds do not exceed licensed beds.	D	2	0
63	BLANK			
64	The Solution shall collect all basic patient demographic information (e.g., patient name, gender, DOB and SSN, race, ethnicity, veteran status).	Y	1	0
65	The Solution shall collect patient contact and collateral contact information.	Y	1	0
66	The Solution shall allow providers to identify patients' other health coverage. The Solution will collect payment/insurance information, including service authorizations.	Y	1	0
67	BLANK			
68	BLANK			
<b>Intake, Screening and Assessments</b>				
69	The Solution shall track the patient's intake information including beginning and end dates of every episode of care.	Y	1	0
70	BLANK			
71	The Solution shall have the ability to provide County selected screeners or assessments, (e.g. ASI, ASI Lite, DENS ASI).	C	1	3
72	The Solution shall provide the interface to link to the Third Party electronic version of the ASAM-CS tool and ASAM Triage Tool to support at least 1,500 concurrent users, with the ability to expand users as future needs require.	D	1	0
73	The Solution shall allow for the capture of the risk and care levels across all dimensions of ASAM. Once ASAM has collected the information and made a level of care determination, this information will be made available via a report for providers.	D	1	0
74	The Solution shall track the recommended and actual levels of care based on the ASAM Criteria throughout a patient's treatment episode(s). The tracking shall include the step up or step down within the continuum of SUD care, based on their assessed need and response to treatment, through changes in program enrollment.	D	1	0
75	The Solution shall provide the interface link to the Third Party electronic version of the ASAM-CS tool and ASAM Triage Tool. The Solution shall capture the ASAM patient assessment results into the Solution including all current and future data elements as listed in the Continuum ASAM Web Services (see Attachment_REF_XX, "Web Services provided by the ASAM Continuum and ASAM Triage applications).	D	1	0

76	BLANK			
77	The Solution shall include assessment workflows for SBIRT and other crisis interventions provided it does not violate any copy right protections.  Contractor: SBIRT is primarily used for Primary Care Settings and not supported by myAvatar. Development, not included in the implementation costs would be required.	C	2	0
<b>Admission/Discharge and Outcomes</b>				
78	The Solution shall collect all following key clinical data elements required, which shall include any future changes, by the State for the CalOMS data domains (see Attachment_Ref_17, "CalOMS_Treatment_Data_Collection_Guide"): <ul style="list-style-type: none"> <li>• Admission Data</li> <li>• Substance Use Data</li> <li>• Annual Update Data</li> <li>• Patient Identification and Demographic Data</li> <li>• Discharge Data</li> <li>• Employment Data</li> <li>• Criminal Justice Data</li> <li>• Medical/Physical Health Data</li> <li>• Mental Health Data</li> <li>• Family/Social Data</li> <li>• Solution Required – Items that are needed to track file submissions</li> <li>• Transaction Data</li> </ul>	Y	1	0
79	The Solution shall comply with all required CalOMS validation rules.	Y	1	0
80	The Solution shall collect and have the flexibility, through Contractor's development processes, to add other data elements needed by the County for research and evaluation purposes, in addition to CalOMS requirements.	Y	1	0
81	BLANK			
82	BLANK			
83	Provider shall have a report to see the status of CalOMS records that require corrections.	D	2	0
<b>Consent and Referral</b>				

84	The Solution shall enable the following consent and referral components, per 42 CFR Part 2: <ul style="list-style-type: none"> <li>• Consent</li> <li>• Printed Consent Form</li> <li>• Referral</li> <li>• Referral Acceptance</li> <li>• Monitoring Status of Referrals sent and placed</li> </ul>	C	1	0
85	The Solution shall allow providers to electronically share patient information with other providers within the Solution, with the proper patient consent in place.	Y	1	0
86	The Solution shall track consents and referrals to ensure quality of care and necessary patient care coordination.	Y	1	0
87	BLANK			
<b>Treatment Plan and Review</b>				
88	The Solution shall enable the creation and management of treatment plans which include the following information: <ul style="list-style-type: none"> <li>• Diagnosis</li> <li>• Identified Problems and Goals</li> <li>• Treatment Plan Review</li> <li>• Medication information</li> <li>• Health Care Team (including primary care/mental health/SUD providers)</li> </ul> <p>Contractor: myAvatar Core treatment plan is not supported in ProviderConnect. Contractor will provide a County specific treatment plan for ProviderConnect.</p>	D	1	0
89	The Solution shall enable signed treatment plans to be formally reviewed and approved, or sent back for corrections, by designated supervisors of the staff who completed the treatment plans.	D	1	2
90	The Solution shall facilitate the creation and updating of the treatment plan process by providing the listing of provider staff who is/are assigned for individual patients through the treatment team. <p>Contractor: This is only supported for a modeled form, not core forms.</p>	C/D	1	0
91	The Solution shall track patient medications taken as part of the overall patient treatment management process.	C	1	0

92	The Solution shall allow clinicians to record a treatment plan and see reminders for periodic reviews. <a href="#">Contractor: A report can be created to provide this information to contract providers.</a>	C	1	0
93	The Solution shall track all problem areas, goals, objectives, planned services or interventions.	C	1	0
94	The Solution shall track the expected completion dates of treatment goals, actual completion dates, progress, and due dates display alerts on user homepage.	C	1	0
<b>Progress/Encounter Notes</b>				
95	The Solution shall record progress notes utilizing progress note templates defined by County that are problem-oriented, which can be linked on the encounter to a diagnosis. <a href="#">Contractor: A report will be provided to allow for this functionality</a>	C	1	0
96	BLANK			
97	The Solution shall collect group session notes. The Solution will be able to record the group note text, with the ability to modify as needed for non-finalized notes, to all patient records who participated in the group in the creation of both billable and non-billable notes as well as group attendance. The duplication of the note shall be done via the copy/paste feature.	C	1	0
98	The Solution shall track miscellaneous notes with free text to allow for an alert to be placed on a patient to indicate when critical interventions may be required. The alert will appear on the user homepage. The Solution allows a user to place a free text alert on the patient which informs others in the agency of any critical issues or interventions. This free text alert can be shared with another agency through the integrated consent module.	D	1	1
<b>Clinical Management</b>				
99	BLANK			
100	The Solution shall include the following key modules: <ul style="list-style-type: none"> <li>• Intake documentation</li> <li>• Progress note documentation</li> <li>• Treatment plan documentation</li> <li>• Medication</li> <li>• Drug testing results (manual)</li> <li>• Consent and referrals</li> <li>• Alerts</li> </ul>	Y	1	0
101	BLANK			

102	BLANK			
103	BLANK			
104	The Solution shall allow the query of patient current and historical substance use services and history of episodes rendered for planning, quality management, and care coordination purposes, depending on roles and access.	Y	1	0
105	BLANK			
106	The Solution shall allow users to create and maintain patient-specific diagnosis lists.	Y	1	0
107	The Solution shall provide the SUD diagnosis list in the patient Treatment Plan, which shall allow for the designated provider staff to create, review, or amend information in the routine updates of the Treatment Plan.	C	1	0
<b>Reporting</b>				
108	The Solution shall allow provider authorized users to select and filter reports (including but not limited to the reports listed in Exhibit O identified as Provider Connect reports) on-demand.			
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122	BLANK			



123	BLANK			
124	BLANK			
125	The Solution shall allow the user to see a list of standard reports that are available to the user, organized in folders. User may have the option to send individual reports through secure messaging.	Y	2	0
126	BLANK			
127	BLANK			
<b>1115 Waiver Management Functionalities</b>				
<b>Continuum of Care</b>				
128	The Solution shall allow the efficient tracking of the number and variety of programs at each level of care within the continuum, for a particular geographic area, or for the entire County including the following services: <ul style="list-style-type: none"> <li>• Early Intervention</li> <li>• Physician Consultation Service</li> <li>• Outpatient Treatment</li> <li>• Intensive Outpatient Treatment</li> <li>• Case Management</li> <li>• Medication-Assisted Treatment</li> <li>• Recovery Support Services</li> <li>• Recovery Bridge Housing</li> <li>• Withdrawal Management</li> <li>• Residential Treatment</li> </ul>	D	2	0
129	The Solution shall provide for County-wide waitlist management (for Solution providers) enabling County and providers to monitor the availability of beds or slots in scarce programs, and to manage the selection of individuals for program admission based on pre-defined priority criteria.	D	2	0
<b>Case Management and Care Coordination</b>				
130	The Solution shall enable the documentation and provision of case management services to ensure that the patient is moving through the continuum of care through entering Case Management notes and billable/non-billable services for Case Management	C	1	0
131	BLANK			
<b>Complaints, grievance and Appeals Process</b>				

132	SR-1 The Solution shall allow a contract provider to enter and request a status of complaints, grievances, and providers' service denial appeal process (C-G-A).	C/D	1	0
<b>Provider Certification</b>				
133	BLANK			
<b>Coordination</b>				
134				
<b>County Waitlist</b>				
135	BLANK			
136	The Solution shall link the bed/ <b>service</b> availability with the consent and referral process to get individuals into programs when a bed/service becomes available.	D	2	0
137	BLANK			
138	BLANK			
139	BLANK			
140	BLANK			
141	BLANK			
<b>Authorization and Utilization Management (AUM)</b>				
142	The Solution shall allow for the effective Utilization Management review of provider authorization requests by allowing the level of care and submitted service authorization data for specific patients be reviewed. Data shall include the following: <ul style="list-style-type: none"> <li>• Provider name and location</li> <li>• Patient demographic information</li> <li>• Medi-Cal eligibility information, if applicable</li> <li>• ASAM recommended level of care</li> <li>• Progress Note, if applicable</li> <li>• Treatment Plan, if applicable</li> <li>• Residential treatment days</li> <li>• For Residential authorizations, enable a 24 hour turnaround</li> </ul>	D	1	0
<b>Solution Integration - Service and Bed Availability Tool (SBAT)</b>				

143	The Solution shall capture the following data for all contract providers: <ul style="list-style-type: none"> <li>• Provider name, location, type of service</li> <li>• Office Hours, Address, and contact information</li> <li>• Bed and Service availability</li> <li>• Special Population served (e.g., Adult/Adolescent, Gender, Homeless, High Utilizers)</li> <li>• Languages provided</li> </ul>	D	1	0
144	The Solution shall incorporate all current functionality of the existing County SBAT, including a public portal for searching services capacity of providers using geographic map display.	D	2	0
145	BLANK			
146	BLANK			
<b>Billing Functionality</b>				
147	The Solution shall provide Medi-Cal Eligibility Verification via (HIPAA 270/271 TCS, Automated Eligibility Verification System (AEVS), Medi-Cal Eligibility DataSet (MEDS)	D	1	1
148	The Solution shall collect provider encounter claims to be used by the Solution to generate billing for State submission. The claim information collected shall include items required to create the HIPAA Transaction Code Set 837 Health Care Claims transaction for professional claims and/or encounters (See Attachment Ref_03, "Attachment_Ref_03_1.03_WEDI_X12_ADG_TI_09052013_Approved_2_2_DHCS_DMC_Companion_Guide").	C	1	0
149	BLANK			
150	BLANK			
151	The Solution shall provide the ability for providers to view the individual claim status.	Y	1	0
152	The Solution shall enable providers to replace denied claims.	Y	1	0
153	The Solution shall provide the ability to "Void" claims which were previously approved.	D	1	2
154	BLANK			
155	BLANK			
156	The Solution shall provide automated numbering of claims (Claim ID's).	Y	1	0
157	The Solution shall allow editing of incorrect and erroneous claim information.	Y	1	0

158	<p>The Solution shall perform duplicate service checking with Solution defined verification criteria below:</p> <ul style="list-style-type: none"> <li>• Date of Service</li> <li>• Procedure Code</li> <li>• Provider</li> <li>• Client</li> <li>• Level of Care</li> <li>• Performing Provider</li> <li>• Performing Provider Type</li> </ul>	Y	1	0
159	<p>The Solution shall detect duplicate claims based on Solution defined criteria including but not limited to date of service, subscriber IDs, and procedure codes.</p> <p>(The Solution will detect duplicate claims based on Solution defined criteria such as date of service, subscriberIDs, and procedure codes.) --Slight change of words --Corey</p>	Y	1	0
160	The Solution shall allow claim history search and sort functionality (e.g., sort by date of service, provider specialty, claim received date).	D	1	3
161	The Solution shall have the ability to print and sort EOBs information by provider or member.	Y	1	0
162	The Solution shall have the ability to transfer void claim information to a new claim for reprocessing.	D	1	2
163	BLANK			
164	The Solution shall validate claims against State requirements with real time Solution notifications and/or error messages.	Y	1	2
165	BLANK			
166	The Solution shall provide functionality to add free text to claim notes/comments on individual claims.	Y	1	0
167	The Solution shall provide reports to view reconciled records, and report refund payments and/or overpayment and withhold/deduct amounts from future claims.	D	2	0
168	The Solution shall capture third-party payment information and use this information in claim adjudication calculations.	Y	1	0
169	The Solution shall provide functionality to search and locate individual claim status.	Y	1	0
170	The Solution shall have the ability to sort claims history.	D	1	3

171	The Solution shall allow online inquiry of claims by various fields, including, but not limited to: patient name, diagnosis, provider, claimID, subscriberID, service date, billed amount.	Y	1	2
172	BLANK			
173	The Solution shall provide, maintain, and adhere to historical and current Solution coding, including but not limited -International Classification of Diseases (ICD) 9 <sup>th</sup> (for historical claims) and 10th Revision.	Y	1	0
174	The Solution shall collect required information for Other Health Care Coverage (OHC).	Y	1	0
175	The Solution shall identify all denied Drug Medi-cal claims which have not been successfully replaced within sixty (60) days from the original State denial date. These claim shall be flagged as “Recouped” and the total amount shall be withheld from the provider’s next payment.  Contractor: A report will be added to ProviderConnect so the providers can be notified.	D	1	3
176	BLANK			
177	BLANK			
178	The Solution shall have a report that summarize claims by: <ul style="list-style-type: none"> <li>• Contract Number</li> <li>• Fiscal Year</li> <li>• Statement of Work</li> <li>• Type of Service (e.g., Outpatient Counseling, Residential Services)</li> <li>• Locations</li> <li>• Procedure Code</li> <li>• Reporting Month</li> <li>• Service Month</li> </ul>	D	1	2

179	<p>The Solution shall allow the creation of the following billing reports, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Claim Denial Summary (See sample: "Attachment_Ref_05_Claim_Denial_Summary")</li> <li>• Service Summary and Forecast (See sample: "Attachment_Ref_06_Service_Summary_and_Forecast")</li> <li>• Year to date summary by Statement of Work (See sample: "Attachment_Ref_07_Year_to_Date_Summary_by_Statement_of_Work")</li> <li>• Warrant Status Report (See sample: "Attachment_Ref_08_Warrant_Status_Report")</li> <li>• Drug Medi-Cal Recoupment Summary (See sample: "Attachment_Ref_09_DMC_Recoupment_Summary")</li> <li>• Payment/Billing activity by Funding Source (See sample: "Attachment_Ref_10_Payment_Activity_by_Funding_Source")</li> <li>• Funding Plan Summary (See sample: "Attachment_Ref_11_Funding_Plan")</li> <li>• Reimbursement and Billing by Provider, Reporting Month and Fiscal Year (See sample: "Attachment_Ref_12_Year_Reimbursement_and_Billing_by_Provider_Reporting_Month_and_Fiscal_Year")</li> </ul>	Y	1	2
180	BLANK			
<b>Full Solution Integration - eContract Monitoring</b>				
181	BLANK			
182	BLANK			
183	BLANK			
184	BLANK			
185	BLANK			
186	BLANK			
187	BLANK			
188	BLANK			
189	The Solution shall provide the contractual and service encounter data to enable the collection of provider's documentations, such as facility license, staff certification, and insurance status.	C	1	0
190	BLANK			
191	BLANK			
192	BLANK			
193	The Solution shall provide a report that allows the providers to view the Corrective Action Plan for providers.	D	2	0

193.b	BLANK			
193.c	The Solution shall allow providers to upload supporting documentation relating to contract monitoring.	D	2	0



Exhibit A.1.3 (Solution Requirements Attachments)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution



**System Requirements - Attachment\_Ref\_01 "CalOMS Tx Access to ITWS  
and File Instructions (For Input Data)"**



The California Outcomes Measurement System  
Treatment (CalOMS Tx)

**CalOMS Tx Access to ITWS and  
File Instructions  
(For Input Data)**

**Input File Version 2.0  
&  
Input File Version 2.1 for LGBT (OPTIONAL)**

**California Department of Health Care Services**

**April 2014**

## Document History

Date	Brief Description of Modifications	File Version
6/23/2005	Initial version issued to counties and direct contract providers	1.0
7/15/2005	Minor corrections and revisions made based on comments from counties and direct providers.	1.0
8/23/2005	Added a list of zip utilities that can be used for CalOMS Tx. Clarified that the provider identifier used in the CalOMS Tx file naming convention is not the same number used in records within the file. The CalOMS Tx file naming convention requires the direct contract provider's number as assigned in the ITWS and used for file submissions to ITWS. The CalOMS Tx records within the file, e.g. the header record and the individual admission and discharge records, require the provider facility number assigned by DHCS (this was the same provider number used in CADDs reporting).	1.0
5/11/2007	Updated Data Elements to reflect changes that are in Production after development and User Acceptance Testing. This represents corrections to the documentation, not changes to the actual processing.	1.0
4/30/2008	Updated Data Elements to reflect the most current changes being released to Production.	1.0
5/09/2009	Corrected File Version.	1.0
8/1/2009	Corrections and new section.	1.0
10/01/2009	Corrections to tables.	1.0
07/15/2010	Corrections to deletion column in tables 5, 6, 7 & 8. Corrections marked in pink.	1.0
11/01/2010	Addition of LGBT data element. (Optional)	1.1
01/01/2014	Re-Branding to DHCS- throughout the document.	2.0
4/1/2014	Added ITWS Approver Process and additional Memberships to document to upload data to State	2.0

Group Item Number	Change or Update
Table 6, AUP-1	Annual Update Date is one of the elements necessary to delete an Annual Update.
Table 8, AUP-1	Annual Update Date is one of the elements necessary to delete an Annual Update.
Table 5, LGBT – 1	Addition of LGBT in field 83

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# 1 ITWS Access Approval Instructions

## 1.1 Overview

With the implementation of the California Outcomes Measurement System Treatment (CalOMS Tx) all counties, direct providers, and some of the vendors will be submitting CalOMS Tx data to California Department of Health Care Services (DHCS) through the Information Technology Web Service (ITWS) portal. The ITWS portal will also be the way that counties, direct providers, and vendors monitor the data submissions and receive data submission status and error reports, as well as access the various outcome and other reports available through the CalOMS Tx system.

In order to be able to access the ITWS portal to report CalOMS Tx data, all counties and direct providers, as well as those vendors who have the business need to access ITWS, must complete the ITWS access approval process.



**IMPORTANT:** All counties, direct providers and vendors who have the business need to access ITWS must obtain ITWS access prior to starting Certification Testing of their CalOMS Tx system with ADP.

The ITWS access approval process consists of the following steps:

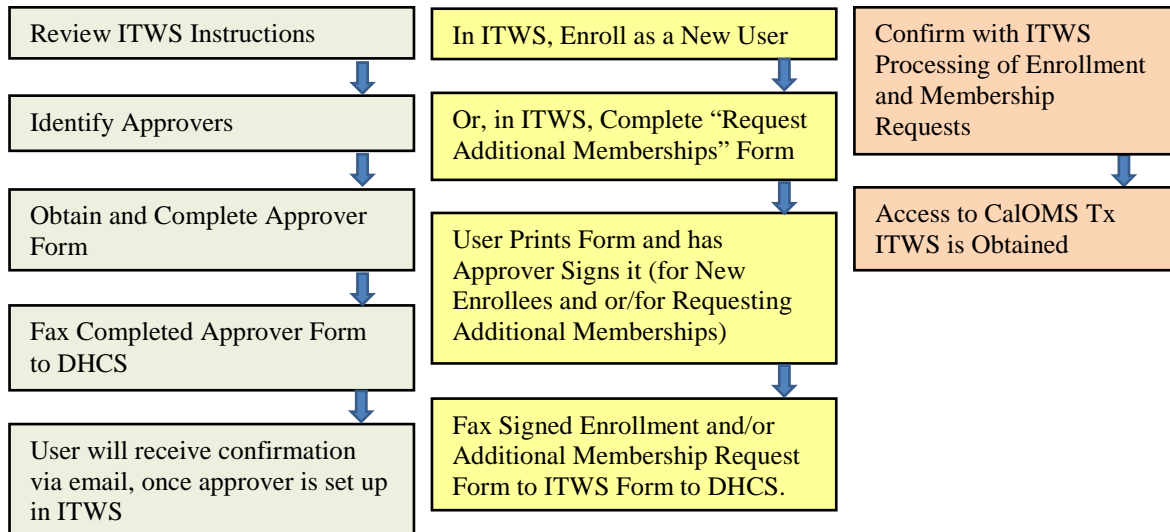
- **Complete Approver Form** – each county, direct provider and vendor must select two CalOMS Tx “approvers.”
- **Complete User Enrollment** – each user must complete the ITWS user enrollment process to gain access to CalOMS Tx interface in ITWS system.

**ATTENTION EXISTING ITWS APPROVERS/USERS:** Some counties, direct providers and vendors are already using the ITWS portal for other systems (e.g., Drug Medi-Cal, Billing, etc.) and have approvers and users established in ITWS for those systems. DHCS requires that new CalOMS Tx ITWS approver forms be completed for all counties, direct providers, and vendors in order to gain access to the CalOMS Tx interface in ITWS. Users that are currently enrolled in ITWS for other systems must follow an abbreviated enrollment process to gain access to CalOMS Tx (see Existing ITWS User Enrollment section later in this document).

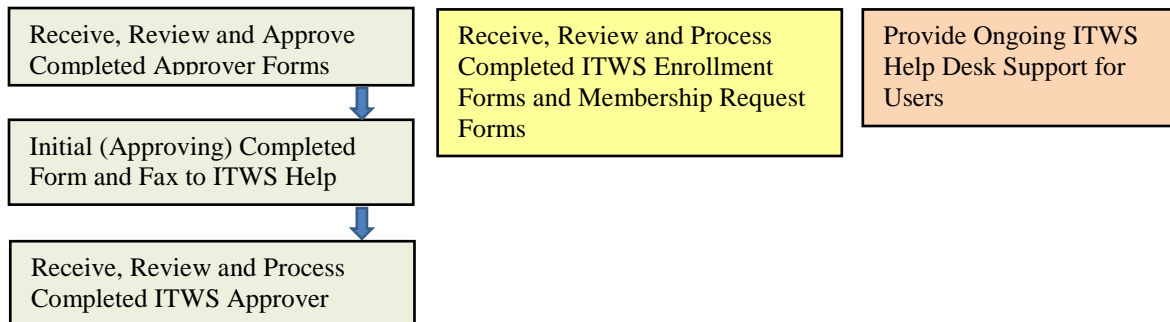
## APPROVER CERTIFICATION

## USER CERTIFICATION

### County /DCP/Vendor Process



### DHCS Process



**IMPORTANT:** Each organization is responsible for protecting the confidentiality of individually-identifiable health information and to disclose this information only under proper authorization as required by the Information Practices Act (CA Civil Code 1798-1798.1), the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR part 2), and the Health Insurance Portability and Accountability Act (HIPAA; 45 CFR Parts 160 and 164).

See the attached "Confidentiality Statement to Users of the Information Technology Web Services (ITWS)" for more information.

## 1.2 Approver Certification Instructions

Approvers are responsible for approving user enrollment requests by county and direct provider/vendor staff for access to the ITWS portal for the submission and retrieval of CalOMS Tx data and reports.

To ensure the confidentiality of county/direct provider CalOMS Tx data, DHCS requires that the county alcohol and drug program administrator or direct provider/vendor executive officer designate a primary and a secondary CalOMS Tx “approver” within their organizations.

### Approver Certification Steps

#### **County/Direct Provider/Vendor Responsibility:**

1. Identify the approvers within your organization.
2. Download the **CalOMS Tx ITWS County/Direct Provider Approver Form (Form DHCS 5099)** or **CalOMS Tx ITWS Vendor Approver Form (Form DHCS 5100)**. Both forms are available in PDF format from the ITWS site (<https://itws.dhcs.ca.gov>) as explained below.
3. Complete the CalOMS Tx ITWS County/Direct Provider/Vendor Approver form and fax to DHCS using the fax number indicated on the form.

#### **DHCS Responsibility:**

1. Review the submitted form for completeness, including signatures of approvers and administrator/executive officer.
2. Approve the submitted CalOMS Tx ITWS County/Direct Provider/Vendor Approver form if determined complete and accurate.
3. Fax the signed and approved form to DHCS ITWS help desk support.

### User Enrollment Process Steps:

#### **County/Direct Provider/Vendor User Responsibility:**

1. Navigate to ITWS website main page using the following address: <https://itws.dhcs.ca.gov>.
2. Select “Enroll” menu button at the top of the page, and then select “Enroll in ITWS” from the drop-down list.
3. Follow the step-by-step instructions to fill out the requested information (see instructions below).
4. Print and sign the resulting ITWS Enrollment Request form.



5. Have the authorized approver for your organization sign the ITWS Enrollment request form that you printed.
6. Fax the approved enrollment request form to ITWS at (916) 440-7312.

### **ITWS responsibility:**

1. ITWS enters the authorized user into their system.
2. ITWS notifies the user of their successful enrollment by email.

## **1.3 New ITWS User Enrollment Instructions**

The following is a description of the six screens the user will encounter as part of completing the onscreen information during the ITWS enrollment process. Please note that the term “Step” as used below refers to Steps 1–6 in the onscreen ITWS enrollment:

### **Step 1—Description of Enrollment Process**

Provides basic information about ITWS procedures, security, and operation. After reading, select the “Next” button.

### **Step 2—Enter User Information**

Enter the information requested including the User Type that matches you and the Organization name from the drop-down boxes.

If you select **Direct Provider** under User Type, the following field called Organization will not work—ignore it. On the following screen you will be able to identify your organization by selecting your six-digit provider number. The Organization drop-down box works fine for **Counties**.

If you are a **Vendor** currently working for either a county or direct provider, select “Vendor” in the User Type drop-down box.

Select a User Name and Password that meets the listed requirements; note that passwords are case sensitive. Make sure to record your user name and password and store in a secure location for future use.

When done, select the “Next” button.

### Step 3—Select Memberships

If you are a County employee, select the “ADP” tab in the “Systems” window and then select “California Outcomes Measurement System, (CalOMS)” from the list of data systems. Leave the check-box called “Check box to get System Information and Messages access only” unchecked.

If you are a **Direct Provider** employee, select “California Outcomes Measurement System (CalOMS)” from the “Systems” list and select your provider number from the “Providers” list. Leave the check-box called “Check box to get System Information and Messages access only” unchecked.

When done, select the “Next” button.

### Step 4—Approver and Optional Functions

In the “Approver” drop-down box to the right, select one of the two approvers that have been certified for your organization. This is the person who will sign/approve your ITWS enrollment request form at the end of this process. If you see the message **No Approving Contact Found** this means your organization has not completed the approver certification process, and no ITWS user enrollments can proceed until this has been done. Contact your management.

In the “Optional Functions” section, leave all the check boxes unchecked. When done, select the “Next” button.

### Step 5—Verify Information and Submit

Check over the information and verify that it is all correct. Click on the “Edit” button to correct any incorrect information. If you selected **Direct Provider** under User Type in Step 2, and you do not see your organization that you want access to listed, please call the DHCS Help Desk at (916) 440-7000.

When ready, select the “Submit” button at the bottom of the page and your enrollment information is sent electronically to ITWS. The ITWS Enrollment Request Form will now appear on your screen.

### Step 6—Print and Fax Signed Request

Print the onscreen enrollment request form, sign it, and have it approved by the “Approver” you selected during the enrollment process. Fax the completed form to ITWS at (916) 440-7312.

The requester will receive email responses from ITWS on the status of their enrollment request. Once they have been notified that their enrollment request has been approved, they are now fully capable of accessing ITWS.

If you experience any difficulty during the enrollment process, please contact the ITWS help desk at (916) 440-7000 or (800) 579-0874 or by email at [ITWS@dhcs.ca.gov](mailto:ITWS@dhcs.ca.gov).

## 1.4 Existing ITWS User Enrollment Instructions

County/direct provider/vendor staff who are currently enrolled as authorized ITWS users for other data systems can request that CalOMS Tx membership to be added to their existing account by completing the following steps.

### Requesting Additional Memberships:

#### **County/Direct Provider/Vendor User Responsibility:**

1. Log onto the ITWS website at <https://itws.dhcs.ca.gov> using your existing ITWS user name and password.
2. Click on the “Utilities” menu button at the top of the page.
3. Select “Request Additional Memberships” from the drop-down list and then follow the instructions on the screen.
4. Select CalOMS Tx System from the list of “Available Memberships” and click on “Verify Additional Membership Request” button.
5. Select your approver and click “Continue.”
6. Print and sign resulting form.
7. Have the additional membership request form signed by your approver.
8. Fax the signed and authorized form to ITWS at (916) 440-7312.

#### **ITWS responsibility:**

1. ITWS will process the request and add CalOMS Tx to the existing user account
2. ITWS will notify the user once CalOMS Tx membership has been added by email.

## 1.5 Requesting Access to CalOMS Tx Reports in ITWS

The following step-by-step instructions on how to request access to the CalOMS Tx reports available to counties and State contracted direct providers via ITWS.

Completing the steps in this guide will enable users to access the following CalOMS Tx reports:

- **Outcome Reports**—a series of 16 reports that can provide many different views of your CalOMS treatment data. This includes:

- **Assessing Services**
  - Source of Referral
  - Types of Service/Modality
  - Waiting List
- **Changes During Treatment**
  - Alcohol and Drug Use
  - Criminal Justice
  - Employment/Education
  - Living Arrangement
  - Medical/Health Issues
  - Mental Health Issues
  - Social Support Issues
- **Service Utilization**
  - Completion Rates
  - Length of Stay
- **Treatment Admissions**
  - Client Characteristics
  - Demographics
  - Parent and Child Status
  - Substance Use
- **Data Quality and Compliance Report**—provides summary and supporting metrics regarding the timeliness, completeness, and accuracy of your CalOMS Tx data submissions.
- **Error and Submission Detail Report**—provides record-by-record summaries of all errors encountered during your CalOMS Tx data submissions.
- **Open Admissions Report**—lists all of your open SUD treatment admissions older than a user-selected number of months.
- **Parolee Services Network (PSN) Report**—provides quarterly summary data on clients enrolled in this program; only applicable to counties participating in the PSN program.
- **Services Provided Outside County Report**—provides a listing of SUD treatment services performed by providers located outside your county at your request.
- **Open Providers Report**—provides a listing of SUD treatment providers for the selected county that are open, according to the Master Provider File (MPF), any time during the selected report month. Types of treatment services are also included in the Open Providers Report.

## Instructions on Accessing CalOMS Tx Reports in ITWS:

1. Log onto the ITWS website at <https://itws.dhcs.ca.gov> using your existing ITWS user name and password.
2. Click on the “Utilities” menu button at the top of the page.
3. Select “Additional Functions” from the drop-down list to your RIGHT of the screen.
4. Select one or more reports. (hold down the Control Key for multiple reports)
5. Confirm. If the list you selected is correct, hit the “Continue” button. If you need to change anything, hit the “Go Back” button to make your changes.
6. Click on the “Continue” link in the gray box on the right and print form. Sign the form in the signature block next to your name and have the form approved

by the “approver” listed. Fax the completed for to DHCS at 916-440-7312.

## 1.6 Canceling ITWS User Access

As indicated at the start of this document, each organization is responsible for protecting the confidentiality of individually-identifiable health information and to disclose this information only under proper authorization as required by the Information Practices Act (CA Civil Code 1798-1798.1), the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR part 2), and the Health Insurance Portability and Accountability Act (HIPAA; 45 CFR Parts 160 and 164). This includes managing their staff access to DHCS data systems via the ITWS portal, and cancellation of that access once it is no longer appropriate. Once an enrolled user is no longer authorized to access the ITWS portal, the county, direct provider, or, if applicable, vendor must complete the County/Direct Provider/Vendor User Cancellation (Form 5102), which is available for download in PDF format at the ITWS website, <https://itws.dhcs.ca.gov>.

**NOTE: You do not need to log onto the ITWS site to access CalOMS Tx cancellation form!**

1. Navigate to the ITWS portal main page (<https://itws.dhcs.ca.gov>).
2. Choose the “Support” menu button at the top of the page.
3. Select “ADP Approver Certification Forms” from the drop-down list.
4. On this next page, click on the “CalOMS Treatment Forms” at the top of the page or just scroll down until you get to the “CalOMS Tx” section.
5. Click on the link to the required form (County/Direct Provider/Vendor User Cancellation (Form DHCS 5102)) located on the left-hand side of the page.

The form must be signed by the county alcohol and drug program administrator or direct provider/vendor executive officer. Fax the completed form to DHCS at (916) 322-7117.

## 2 Filing CalOMS Tx Data to ITWS

The California Outcomes Measurement System Treatment (CalOMS Tx) Input Data File Instructions provide detailed information required to construct the electronic data files submitted by the Counties and Direct Contract Providers (DCP) to the Department of Health Care Services (DHCS) every month. This document defines and describes the expected file layout for admission, annual update, and discharge data submissions for file version 1.0 and file version 1.1.

There are six documents, including this File Instructions document which together provide a complete and detailed explanation of the CalOMS Tx system. A general description of the contents of each of these six documents is as follows:

[CalOMS Tx Data Collection Guide](#) – this is a detailed guide that describes how the response to each admission, discharge or annual update question should be collected by treatment providers and data collection resources. These explanations include a description of valid values allowed for answering each question.

[CalOMS Tx Data Dictionary](#) – this is a detailed explanation of every data element in admission, discharge, and annual update records that are in the CalOMS Tx system at DHCS. These explanations describe how each valid value will be coded for each question in the electronic record for an admission, discharge, or annual update. Field edits. Errors are also described in this document.

[CalOMS Tx File Instructions \(For Input Data\)](#) – (within this document) this is a detailed explanation of the file format requirements for files submitted to the CalOMS Tx system at DHCS. These explanations include a description of the field layouts for each record type (admissions, discharges, annual updates, provider no activity, header, footer). Also included are descriptions of submission rules and errors.

[CalOMS Tx Data Compliance Standards](#) – this is a detailed description of data submission standards and measures for CalOMS data. This document includes such standards as the allowed time for submitting data, error tolerances, and data quality and compliance reporting.

[CalOMS Tx Reports Overview](#) – This document is a collection of sample reports that can be generated from the CalOMS Tx application. These reports are available to each county and direct contract provider.

CalOMS Tx plays a key role in DHCS's mission of reducing substance use disorder (SUD) problems in California by providing outcomes measurement data in support of treatment programs. Treatment data collection is required from all providers licensed for narcotic replacement therapy (NTP), and all providers receiving any public funding through DHCS for all of their clients receiving the following services:

- ❖ Non-Residential / Outpatient Services:
  - ✓ Treatment Recovery
    - Outpatient Drug Free
    - Outpatient (medication)
    - Narcotic Treatment Program (NTP) Maintenance
  - ✓ Day Care Rehabilitative
  - ✓ Outpatient Detoxification
    - Outpatient Detoxification (non-medical)
    - Outpatient Detoxification (medical)
    - NTP Detoxification
  
- ❖ Residential / Inpatient Services
  - ✓ Detoxification (hospital)
  - ✓ Detoxification (non-hospital)
  - ✓ Residential (30 days or less)
  - ✓ Residential (30 days or more)

Client data for CalOMS Tx are collected and transmitted as described below.

*Providers Collect Data from Clients* – Providers collect client data at admission and at discharge or administrative discharge from the same treatment program. Data are also collected annually as an annual update for clients in treatment 12 months or longer.

*Providers Submit Data to Counties* – County-contracted providers (CCPs) are required to submit their client data to their respective counties as these activities occur. In turn, the counties will collect these data from their providers during the month.

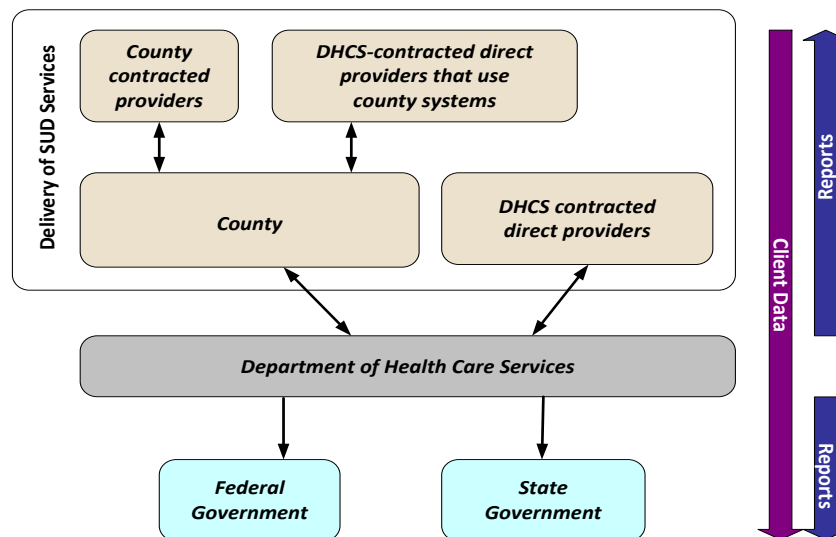
*C/D/DCPs Submit Data to DHCS* – After the end of each month, counties and direct contract providers (DCPs - providers under contract directly with DHCS) are required to submit the client transaction records for the admissions, annual updates, and discharges that occurred during that month in electronic format to DHCS within 45 calendar days from the end of the report month.

The client data are submitted to DHCS in the form of simple electronic data files. There are two standard formats for the data files to be submitted to CalOMS Tx (1.0 & 1.1). The counties and direct contract providers will submit the CalOMS Tx data files using the Information Technology Web Services (ITWS) portal operated by the Department of Health Care Services (DHCS). More information regarding ITWS can be found in the information in this document and on the Internet at the following link:

<https://itws.dhcs.ca.gov/>

**Figures 1 and 2** on the following pages illustrate the CalOMS Tx data collection and reporting process.

**Figure 1 – CalOMS Tx Data Flow**



**Figure 1** illustrates the flow of incoming data and outgoing reports through CalOMS Tx. Important aspects of these flows include:

*Data Collection Flow*

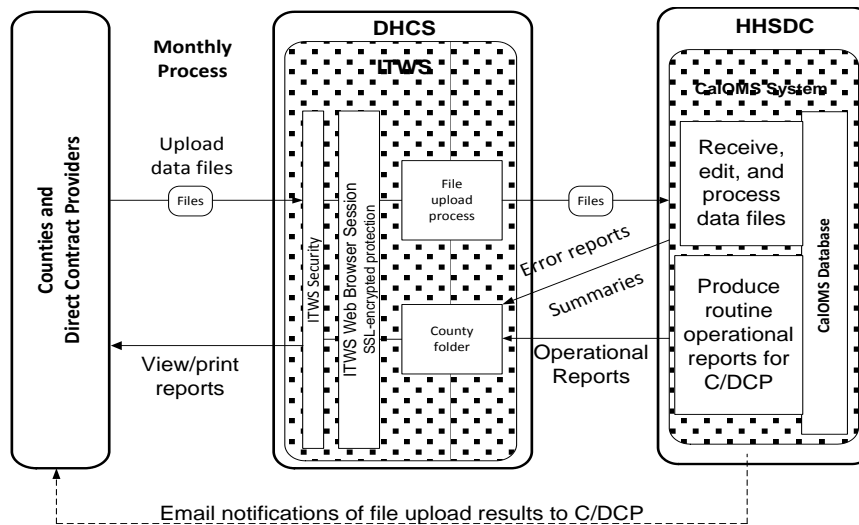
- ❖ Collected by CCPs and DCPs.
- ❖ CCPs (and some DCPs) submit data to Counties.
- ❖ Counties and DCPs submit data to DHCS.

*Report Flow*

- ❖ Distributed by DHCS to State and Federal Government Agencies.
- ❖ Distributed from CalOMS Tx to Counties and DCPs on demand.
- ❖ Distributed by Counties to CCPs.



**Figure 2 – System Interface for Data Input CalOMS Tx**



**Figure 2** illustrates the process flow for submitting data to CalOMS Tx.

1. C/DCP uploads data files in ITWS.
2. ITWS transmits data files to CalOMS Tx.
3. CalOMS Tx receives, edits, and processes the data files.
4. CalOMS Tx transmits operation reports to ITWS.
5. CalOMS Tx notifies C/DCP via email that operational reports are ready.
6. C/DCP logs into ITWS to retrieve operational reports.

## 3 Instructions to Submit File to ITWS

This section provides instructions for creating data files according to the file and record requirements for CalOMS Tx.

### 3.1 Zip File with Password

The electronic file submitted to DHCS will be submitted through the ITWS internet site. The electronic file will be submitted using the ITWS submission standards which include the following.

- ❖ The file is zipped and password-protected.
  - The password to be used will be available on the ITWS website, after logging on.
  - WinZip, pkZIP and the zip utility in the Microsoft XP operating system can be used to create password-protected zip files for CalOMS Tx.
- ❖ The unzipped file is in ASCII format.
- ❖ The name of the unzipped file must be in the following format:

**ADP\_COT\_(CC or PPPP)\_(T or P)\_#####.TXT**

- ADP indicates the file is for DHCS.
- COT indicates the file is for the CalOMS Tx Treatment System.
- CC is the County Code. The two-digit County code is included in the file name when a county is submitting the data file to DHCS.
- PPPP is the ITWS direct contract provider code assigned by the Department of Health Care Services (DHCS) for use with the ITWS for file submissions to the State. This four-digit provider code is included in the file name when a direct contract provider is submitting the data file to DHCS. This is not the same number as the provider facility number assigned by DHCS and shown in the header and transaction records.
- T indicates the file is a testing file and P indicates the file is a production file.
- ##### is a sequential, five-digit number assigned to file submissions for CalOMS Tx by the county or direct provider. This sequential number should start with 00001 when a county or direct provider begins submitting files to CalOMS Tx and then increment with every file submitted thereafter. Every file submitted to CalOMS Tx by a county or direct provider must have a unique sequential number.
- Examples of file names in the approved format:  
ADP\_COT\_01\_T\_00001.TXT

ADP\_COT\_19AP\_P\_00015.TXT  
ADP\_COT\_0191\_P\_00126.TXT

- ❖ The external ZIP file name matches the unzipped filename (except for the file extension)
- ❖ The zipped file contains only one file; when unzipped, multiple files will be rejected.

## 3.2 CalOMS Tx Data File Characteristics

The data files submitted for CalOMS Tx must have the following characteristics:

- ❖ Input data files must be delimited files, not fixed record length files.
- ❖ The file must be an ASCII text file.
- ❖ The first record in the file must be a Submission Header record.
  - The file must contain exactly one Submission Header record.
- ❖ The last record in the file must be an End of File record.
  - The file must contain exactly one End of File record.
- ❖ All other record types, e.g. Admission and Discharge records, will be submitted between the Submission Header and End of File records. DHCS requires that the sequence of records in the file correspond to the sequence of activities, i.e. admissions, discharges, and re-submissions, as they occur.
- ❖ Only one record is allowed per line in the file.
- ❖ The fields within the file must be delimited (separated) by the pipe '|' (vertical line) character (ASCII Decimal Value = 124).
- ❖ The last field within a record (line) must not be followed by the pipe delimiter ('|'), instead it should be followed by a carriage return and/or line feed (CR or CR/LF).
- ❖ Items that allow multiple selections (e.g. Race, Disability) must use the tilde '~' character as the sub-delimiter (ASCII Decimal Value = 126). For example to report that a person is White and Japanese you would report '01~11' for race where 01 is the value for White and 11 is the value for Japanese. Given the location of race in our file layout, this value would be enclosed within the main delimiter (e.g. '|01~11|').
- ❖ Optional fields (such as a CDCR Number for Youth) must still be provided as either null or blank space, so that the order of fields for a record type remains constant.
- ❖ Trailing spaces (where a field is padded on the right with spaces to fill up the maximum length) will be allowed, although they are not recommended.
- ❖ For numeric-only fields, leading zeros (where a field is padded on the left with zeros) will be allowed, although they are not recommended.

- ❖ Each batch file must be for one and only one entity, e.g. for a single county or a single direct contract provider.
- ❖ If a county performs the CalOMS Tx data submission for a direct contract provider or another county, the data for those entities cannot be commingled in the same file and must be submitted as their own separate file.
- ❖ A Provider No Activity record is included in the file when no admission, discharge, or annual update records exist for a provider for a specific report month.
- ❖ CalOMS Tx admission, annual update and discharge records match using the following data elements: (ADM-1) Admission Date, (ADM-3) Provider ID, (ADM-4) Type of Service, (TRN-3) Form Serial Number (FSN), (SYS-2) County code or direct provider ID.

### 3.3 CalOMS Tx Record Types

CalOMS Tx data submissions are comprised of a discrete group of record types. These record types include:

1. Admission Record
2. Discharge Record
3. Annual Update Record
4. Provider No Activity Record
5. Submission Header Record
6. End of File Record

Each of these record types is described in more detail in Sections 4 through 9 below. Each record type is comprised of data elements that are described in detail in the CalOMS Tx Data Dictionary.

## 4 Routing Data to Reports

There are two principal categories of reports: data management reports and outcomes reports. These reports can be routed to different individuals. Data management reports are available to the C/DCP that submitted the data file. Outcomes reports are available to the C/DCP that paid for the SUD treatment services. Routing of these reports is explained in detail in the subsections below.

There are multiple identifiers, used for different purposes, in a CalOMS Tx file. Information on the locations and purposes of these identifiers is listed in the **Table 1**.

**Table 1 – Identifier Fields**

Identifier	Location	Uses
CC or PPPP in the file name	<ul style="list-style-type: none"> <li>❖ Text file name</li> <li>❖ Zip file name</li> </ul> (CC is the county code, PPPP is the ITWS direct contract provider code assigned by the Department of Health Care Service)	Identifies what county or direct contract provider logged into ITWS to submit the file.
(SYS-2) County Code or Direct Provider ID	<ul style="list-style-type: none"> <li>❖ Submission Header record</li> </ul>	Identifies the county or direct contract provider whose data is in the submission file – Data Management reports will be routed to this entity.
(ADM-3) Provider ID	<ul style="list-style-type: none"> <li>❖ Admission records</li> <li>❖ Annual Update records</li> <li>❖ Discharge records</li> <li>❖ Provider No Activity records</li> </ul>	Used in conjunction with ADM-10 to determine what county or direct contract provider paid for services (please see section 3.2 – <i>Outcomes Reports</i> below for more information on how these fields interact).
(ADM-10) County Paying for Services	<ul style="list-style-type: none"> <li>❖ Admission records</li> </ul>	See above

### 4.1 Data Management Reports

Data management reports, such as the Error and Submission Details Report, are routed based on the submitter of a data file. These reports are routed based on the value in element SYS-2 (County Code or Provider ID) in the header record. SYS-2 represents the C/DCP in the header record.

Example:

- ❖ A file is submitted to CalOMS Tx with SYS-2 set to 19 (Los Angeles).
  - Data management reports will be sent to County 19 (Los Angeles).
  
- ❖ A file is submitted to CalOMS Tx with SYS-2 set to 378776 (this is a DCP).
  - Data management reports will be sent to Direct Contract Provider 378776.

## 4.2 Outcomes Reports

Outcomes reports, such as the Changes During Treatment and Substance Use Reports, are routed based on the C/DCP that paid for the SUD treatment services based on element ADM-10 (County Paying for Services). When this element is set to Not Applicable, ADM-3 (Provider ID on individual records) is used to route the outcomes reports.

For DCPs, CalOMS Tx uses all six characters of ADM-3 to route the report. For CCPs, CalOMS Tx uses the first two characters of ADM-3 to include data in outcomes reports. These two characters identify the county in which the CCP is physically located.

The logic that represents report routing for outcomes reports is:

```
If County Paying for Services is a valid county code (01 – 58)
  Include data in outcomes reports based on County Paying for Services
Else
  If Provider ID is a direct contract provider (DCP)
    Include data in outcomes reports based on all six characters of Provider ID
  Else
    Include data in outcomes reports based on first two characters of Provider ID
  End if
End if
```

It is important to note that SYS-2 (County Code or Direct Provider ID) in the header record is not used in any way for outcomes reporting. In other words, for purposes of outcomes reporting, it does not matter which entity submitted the data.

Examples:

- ❖ County Paying for Services = 01 and Provider ID = 191919.
  - Outcomes reports will include this record in data for County 01 (Alameda).
  
- ❖ County Paying for Services = 99902 (None or Not Applicable) and Provider ID = 378776.
  - Provider 378776 is a DCP.
  - Outcomes reports will include this record in data for Direct Contract Provider 378776.
  
- ❖ County Paying for Services = 99902 and Provider ID = 040443.
  - Provider 040443 is not a DCP.
  - Outcomes reports will include this record in data for County 04 (Butte).

## 5 Submission Header Records

This section details how a Submission Header record is constructed from the available data items. **Table 2** provides a list of the items that are to be provided in the submission header record. The fields must appear in the record in the order identified by the 'Sequence Within Record' column. Data for multiple report months and providers can be included in one submission file.

For those not collecting and submitting LGBT data a file header of 1.0 must be used.

For those collecting and submitting LGBT data a file header of 1.1 must be used.

**Table 2 – Submission Header Record Layout**

Sequence Within Record	Group and Item Number	Data Element	Format (additional details in Element Details)	Maximum Length
1	SYS-1	System Record Indicator	H	1
2	SYS-2	County Code or Direct Provider ID	NNNNNN	6
3	SYS-5	File Version	NNN.NN	6

### 5.1 Example Submission Header Record

The following is an example header record for a file submitted by Yolo County using File Version 1.0.

**H|57|1.0**

The following is an example header record for a file submitted by a county that submits LGBT data using File Version 1.1.

**H|XX|1.1**



## 6 End of File Records

This section details how an End of File record is constructed. **Table 3** below describes the one item required in the End of File record. An End of File record must be the last record in the file and it must be preceded by a Header record. All other record types will be submitted between the Header and End of File records. No data is permitted in the file following the End of File record.

**Table 3 – End of File Record Layout**

Sequence Within Record	Group and Item Number	Data Element	Format (additional details in Element Details)	Maximum Length
1	SYS-1	System Record Indicator	EOF	3

### 6.1 Example End of File Record

The following is an example End of File record which requires no delimiter since there is only one field with one valid value.

**EOF**

## 7 Provider No Activity Records

This section details how a Provider No Activity (PNA) record is constructed from the available data items. **Table 4** provides a list of the items that are to be included in the record. The fields must appear in the record in the order identified by the 'Sequence Within Record' column.

This record is submitted when no admission, discharge, or annual update records exist for a provider for a specific report month. Such submissions are only required when data submissions are due for a specific report month. Reasons for no submission of other records are indicated in the Submission Status (SYS-4) field.

**Table 4 – Provider No Activity Record Layout**

Sequence Within Record	Group and Item Number	Data Element	Format (additional details in Element Details)	Maximum Length
1	SYS-1	System Record Indicator	PNA	3
2	ADM-3	Provider ID	NNNNNN	6
3	SYS-3	Report Month	YYYYMM	6
4	SYS-4	Submission Status	A	1

### 7.1 Example Provider No Activity Record

The following is a PNA record for a submittal by Alameda County indicating that provider 010253 had no reportable activity in the November 2012 report month.

**PNA|010253|201211|C**

## 8 Admission Records

The different types of admission records can be determined by the Type of Form (TRN-1) field. Two of the Admission types (Submissions and Re-Submissions) have subtypes that can be determined by the age of the client at admission (determined by the Date of Birth (CID-4) and the Admission Date (ADM-1) fields).

### 8.1 Submissions

Submission of Admission records have Type of Form (TRN-1) equal to 1 (Admission). There are two subtypes of Submission of Admission records:

- ❖ **Standard (Std) Admission** – This is a standard Submission of Admission record for an adult (18 or older) client. This record type uses all the admission record fields included in the record layout.
  - Age of the client at admission is 18 years or older.
  
- ❖ **Youth Admission (Youth)** – This is a Submission of Admission record for a youth (17 or younger) client. Since clients 17 or younger do not answer outcome (MTOQ) questions, this record type only uses some of the admission record fields, the fields not used are reported as null (empty).
  - Age of the client at admission is less than 18 years.

### 8.2 Re-Submissions

Re-Submission of Admission records have Type of Form (TRN-1) equal to 2 (Re-Submission of Admission). There are two subtypes of Re-Submission of Admission records:

- ❖ **Standard (Std) Admission** – This is a standard Re-Submission of Admission record for an adult (18 or older) client. This record type uses all the admission record fields included in the record layout.
  - Age of the client at admission is 18 years or older.
  
- ❖ **Youth Admission (Youth)** – This is a Re-Submission of Admission record for a youth (17 or younger) client. Since clients 17 or younger do not answer outcome (MTOQ) questions, this record type only uses some of the admission record fields, the fields not used are reported as null (empty).
  - Age of the client at admission is less than 18 years

## 8.3 Deletions

Deletion of Admission records have Type of Form (TRN-1) equal to 3 (Deletion of Admission). This record type **uses some of the admission record fields**, the fields not used are reported as null (empty). There are no subtypes (i.e., Standard or Youth) for Deletion of Admission records.

## 8.4 Layouts

Table 4 shows all items that make up the admission record. It includes the following columns:

- ❖ **Sequence Within Group** – This identifies the order in which the fields must appear within an admission record.
- ❖ **Group and Item Number** – This identifies the group and item number that must be included. Details for the item number are included in Section 3 of this document.
- ❖ **Data Element** – This identifies the name of the item represented by the group and item number.
- ❖ **Max Length** – This identifies the maximum length allowed for the item.
- ❖ **Std** – An 'X' in this column identifies those fields that are required for a Standard Admission or Re-Submission of a Standard Admission record. All fields are required for a Standard Admission record.
- ❖ **Youth** – An 'X' in this column identifies those fields that are required for a Youth Admission or Re-Submission of a Youth Admission record. Not all fields are required for a Youth Admission record.
- ❖ **Del** – An 'X' in this column identifies those fields that are required for a Deletion of Admission record. Not all fields are required for a Deletion of Admission record.

All fields must be provided for every admission record. For required fields (items), all validation rules will be checked and applicable errors generated.

If a field is not required for a particular record, an empty (null) or blank must still be provided for the field and it must continue to be delimited. If data is provided in these fields, it is ignored by CalOMS Tx file processing – no edits are applied, and the data in these fields is not placed in the CalOMS Tx database.

Submission of Admission and Re-Submission of Admission record types have identical layouts, so these record types are displayed together in **Table 5**.

**Table 5 – Admission Record Layout**

Sequence Within Record	Group and Item Number	Data Element	Max Length	Submissions or Re-Submissions		Del
				Std	Youth	All
1	TRN-1	Type of Form	2	X	X	X
2	TRN-2	Transaction Date and Time	19	X	X	X
3	TRN-3	Form Serial Number	8	X	X	X
4	ADM-1	Admission Date	10	X	X	X
5	ADM-2	Admission Transaction Type	1	X	X	
6	ADM-3	Provider ID	6	X	X	X
7	ADM-4	Type of Service	1	X	X	
8	ADM-5	Source of Referral	2	X	X	
9	ADM-6	Days Waited to Enter Treatment	5	X	X	
10	ADM-7	Number of Prior Episodes	5	X	X	
11	ADM-8	CalWORKs Recipient	5	X	X	
12	ADM-9	Substance Abuse Treatment Under CalWORKs	5	X	X	
13	ADM-10	County Paying for Services	5	X	X	
14	ADM-11	Special Services Contract ID	5	X	X	
15	CID-2	Provider's Participant ID	20	X	X	
16	CID-3	Gender	5	X	X	
17	CID-4	Date of Birth	10	X	X	
18	CID-5	Current First Name	20	X	X	
19	CID-6	Current Last Name	40	X	X	
20	CID-7	SSN	9	X	X	
21	CID-8	Zip Code at Current Residence	5	X	X	
22	CID-9	Birth First Name	20	X	X	
23	CID-10	Birth Last Name	40	X	X	
24	CID-11a	Place of Birth – County	5	X	X	
25	CID-11b	Place of Birth – State	5	X	X	
26	CID-12	Driver's License Number	13	X	X	
27	CID-13	Driver's License State	5	X	X	
28	CID-14	Mother's First Name	20	X	X	



Sequence Within Record	Group and Item Number	Data Element	Max Length	Submissions or Re-Submissions		Del
				Std	Youth	All
29	CID-15	Race	14	X	X	
30	CID-16	Ethnicity	1	X	X	
31	CID-17	Veteran	5	X	X	
32	CID-18	Disability	13	X	X	
33	CID-19	Consent	1	X		
34	ADU-1a	Primary Drug (Code)	5	X	X	
35	ADU-1b	Primary Drug (Name)	50	X	X	
36	ADU-2	Primary Drug Frequency	5	X	X	
37	ADU-3	Primary Drug Route of Administration	5	X	X	
38	ADU-4	Primary Drug Age of First Use	5	X	X	
39	ADU-5a	Secondary Drug (Code)	5	X	X	
40	ADU-5b	Secondary Drug (Name)	50	X	X	
41	ADU-6	Secondary Drug Frequency	5	X	X	
42	ADU-7	Secondary Drug Route of Administration	5	X	X	
43	ADU-8	Secondary Drug Age of First Use	5	X	X	
44	ADU-9	Alcohol Frequency	5	X	X	
45	ADU-10	Needle Use	5	X		
46	ADU-11	Needle Use in Last 12 Months	5	X	X	
47	EMP-1	Employment Status	1	X	X	
48	EMP-2	Work Past 30 Days	5	X		
49	EMP-3	Enrolled in School	5	X	X	
50	EMP-4	Enrolled in Job Training	5	X		
51	EMP-5	Highest School Grade Completed	5	X	X	
52	LEG-1	Criminal Justice Status	5	X	X	
53	LEG-2	CDCR Number	6	X		
54	LEG-3	Number of Arrests Last 30 Days	5	X	X	
55	LEG-4	Number of Jail Days Last 30 days	5	X		



Sequence Within Record	Group and Item Number	Data Element	Max Length	Submissions or Re-Submissions		Del
				Std	Youth	All
56	LEG-5	Number of Prison Days Last 30 days	5	X		
57	LEG-6	Parolee Services Network (PSN)	5	X		
58	LEG-7	FOTP Parolee	5	X		
59	LEG-8	FOTP Priority Status	5	X		
60	MED-1	Medi-Cal Beneficiary	5	X	X	
61	MED-2	Emergency Room Last 30 Days	5	X		
62	MED-3	Hospital Overnight Last 30 Days	5	X		
63	MED-4	Medical Problems Last 30 Days	5	X		
64	MED-5	Pregnant at Admission	5	X	X	
65	MED-7	Medication Prescribed as a Part of Treatment	5	X	X	
66	MED-8	Communicable Diseases: Tuberculosis	5	X		
67	MED-9	Communicable Diseases: Hepatitis C	5	X		
68	MED-10	Communicable Diseases: Sexually Transmitted Disease	5	X		
69	MED-11	HIV Tested	5	X		
70	MED-12	HIV Test Results	5	X		
71	MHD-1	Mental Illness	5	X	X	
72	MHD-2	Emergency Room Use / Mental Health	5	X		
73	MHD-3	Psychiatric Facility Use	5	X		
74	MHD-4	Mental Health Medication	5	X		
75	SOC-1	Social Support	2	X	X	
76	SOC-2	Current Living Arrangements	1	X	X	
77	SOC-3	Living With Someone	5	X		
78	SOC-4	Family Conflict Last 30 Days	5	X		
79	SOC-5	Number of Children	5	X		
80	SOC-6	Number of Children Age 5 Years or Younger	5	X		

Sequence Within Record	Group and Item Number	Data Element	Max Length	Submissions or Re-Submissions		Del
				Std	Youth	All
81	SOC-7	Number of Children Living With Someone Else	5	X		
82	SOC-8	Number of Children Living With Someone Else and Parental Rights Terminated	5	X		
83	LGBT-1	Lesbian, Gay, Bi-sexual, Transgender	1	X	X	

## 8.5 Example Admission Record (Partial)

The following is an example of an admission record for a deletion of admission showing the first 4 items (TRN-1, TRN-2, TRN-3, ADM-1), and items 13 through 15 (ADM-10, ADM-11, CID-2). It illustrates item ADM-10 provided as a null value, and item ADM-11 provided as a blank since neither of these is required for a deletion of admission. The first ellipsis (...) in the sample represents items 5 through 12 and the second ellipsis (...) represents items 16 through 82.

**3|11/10/2005 10:09:34|C1234567|10/01/2005|...|| |234657|...**



## 9 Annual Update Records

The different types of annual update records can be determined by the Type of Form (TRN-1) field. Two of the annual update types (Submissions and Re-Submissions) have subtypes that can be determined by the age of the client at admission (determined by the Date of Birth (CID-4) and the Admission Date (ADM-1) fields).

### 9.1 Submissions

Submissions of Annual Update records have Type of Form (TRN-1) equal to 7 (Annual Update). There are two subtypes of Submission of Annual Update records:

- ❖ **Standard (Std) Annual Update** – This is a standard Submission of Annual Update record for an adult (18 or older) client. This uses all the annual update record fields included in the record layout.
  - Age of the client at admission is 18 years or older.
  
- ❖ **Youth Annual Update (Youth)** – This is a Submission of Annual Update record for a youth (17 or younger) client. Since clients 17 or younger do not answer outcome (MTOQ) questions, this record only uses some of the annual update record fields, the fields not used are reported as null (empty).
  - Age of the client at admission is less than 18 years.

### 9.2 Re-Submissions

Re-Submissions of Annual Update records have Type of Form (TRN-1) equal to 8 (Re-Submission of Annual Update). There are two subtypes of Re-Submission of Annual Update records:

- ❖ **Standard (Std) Annual Update** – This is a standard Re-Submission of Annual Update record for an adult (18 or older) client. This uses all the annual update record fields included in the record layout.
  - Age of the client at admission is 18 years or older.
  
- ❖ **Youth Annual Update (Youth)** – This is a Re-Submission of Annual Update record for a youth (17 or younger) client. Since clients 17 or younger do not answer outcome (MTOQ) questions, this record only uses some of the annual update record fields, the fields not used are reported as null (empty).
  - Age of the client at admission is less than 18 years.

## 9.3 Deletions

Deletion of Annual Update records have Type of Form (TRN-1) equal to 9 (Deletion of Annual Update). This record type **uses some of the annual update record fields**, the fields not used are reported as null (empty). There are no subtypes (i.e., Standard or Youth) for Deletion of Annual Update records.

## 9.4 Layouts

Table 5 includes all items that make up the annual update record. It includes the following columns:

- ❖ **Sequence Within Group** – This identifies the order in which the fields must appear within an annual update record.
- ❖ **Group and Item Number** – This identifies the group and item number that must be included. Details for the item number are included in Section 3 of this document.
- ❖ **Data Element** – This identifies the name of the item represented by the group and item number.
- ❖ **Max Length** – This identifies the maximum length allowed for the item.
- ❖ **Std** – An ‘X’ in this column identifies those fields that are required for a Standard Annual Update or Re-Submission of a Standard Annual Update record. All fields are required for a Standard Annual Update record.
- ❖ **Youth** – An ‘X’ in this column identifies those fields that are required for a Youth Annual Update or Re-Submission of a Youth Annual Update record. Not all fields are required for a Youth Annual Update record.
- ❖ **Del** – An ‘X’ in this column identifies those fields that are required for a Deletion of Annual Update record. Not all fields are required for a Deletion of Annual Update record.

All fields must be provided for every annual update record. For required fields (items), all validation rules will be checked and applicable errors generated.

If a field is not required for a particular record, an empty (null) or blank must still be provided for the field and it must continue to be delimited. Any error encountered in these “optional” fields will not cause an error to be reported.

Submission of Annual Update and Re-Submission of Annual Update record types have identical layouts, so these record types are displayed together in **Table 6**.

**Table 6 – Annual Update Record Layout**

Sequence Within Record	Group and Item Number	Data Element	Max Length	Submissions or Re-Submissions		Del
				Std	Youth	All
1	TRN-1	Type of Form	2	X	X	X
2	TRN-2	Transaction Date and Time	19	X	X	X
3	TRN-3	Form Serial Number	8	X	X	X
4	AUP-1	Annual Update Date	10	X	X	X
5	AUP-2	Annual Update Number	2	X	X	X
6	ADM-1	Admission Date	10	X	X	
7	ADM-3	Provider ID	6	X	X	X
8	CID-2	Provider's Participant ID	20	X	X	
9	CID-3	Gender	5	X	X	
10	CID-4	Date of Birth	10	X	X	
11	CID-5	Current First Name	20	X	X	
12	CID-6	Current Last Name	40	X	X	
13	CID-7	SSN	9	X	X	
14	CID-8	Zip Code at Current Residence	5	X	X	
15	CID-9	Birth First Name	20	X	X	
16	CID-10	Birth Last Name	40	X	X	
17	CID-11a	Place of Birth – County	5	X	X	
18	CID-11b	Place of Birth – State	5	X	X	
19	CID-12	Driver's License Number	13	X	X	
20	CID-13	Driver's License State	5	X	X	
21	CID-14	Mother's First Name	20	X	X	
22	CID-18	Disability	13	X	X	
23	CID-19	Consent	1	X		
24	ADU-1a	Primary Drug (Code)	5	X	X	
25	ADU-1b	Primary Drug (Name)	50	X	X	
26	ADU-2	Primary Drug Frequency	5	X	X	
27	ADU-3	Primary Drug Route of Administration	5	X	X	
28	ADU-5a	Secondary Drug (Code)	5	X	X	
29	ADU-5b	Secondary Drug (Name)	50	X	X	



Sequence Within Record	Group and Item Number	Data Element	Max Length	Submissions or Re-Submissions		Del
				Std	Youth	All
30	ADU-6	Secondary Drug Frequency	5	X	X	
31	ADU-7	Secondary Drug Route of Administration	5	X	X	
32	ADU-9	Alcohol Frequency	5	X	X	
33	ADU-10	Needle Use	5	X		
34	EMP-1	Employment Status	1	X	X	
35	EMP-2	Work Past 30 Days	5	X		
36	EMP-3	Enrolled in School	5	X	X	
37	EMP-4	Enrolled in Job Training	5	X		
38	LEG-3	Number of Arrests Last 30 Days	5	X	X	
39	LEG-4	Number of Jail Days Last 30 days	5	X		
40	LEG-5	Number of Prison Days Last 30 days	5	X		
41	MED-2	Emergency Room Last 30 days	5	X		
42	MED-3	Hospital Overnight Last 30 days	5	X		
43	MED-4	Medical Problems Last 30 days	5	X		
44	MED-6	Pregnant at Any Time During Treatment	5	X	X	
45	MED-11	HIV Tested	5	X		
46	MED-12	HIV Test Results	5	X		
47	MHD-1	Mental Illness	5	X	X	
48	MHD-2	Emergency Room Use / Mental Health	5	X		
49	MHD-3	Psychiatric Facility Use	5	X		
50	MHD-4	Mental Health Medication	5	X		
51	SOC-1	Social Support	2	X	X	
52	SOC-2	Current Living Arrangements	1	X	X	
53	SOC-3	Living With Someone	5	X		
54	SOC-4	Family Conflict Last 30 Days	5	X		
55	SOC-5	Number of Children	5	X		
56	SOC-6	Number of Children Age 5 Years or Younger	5	X		

Sequence Within Record	Group and Item Number	Data Element	Max Length	Submissions or Re-Submissions		Del
				Std	Youth	All
57	SOC-7	Number of Children Living With Someone Else	5	X		
58	SOC-8	Number of Children Living With Someone Else and Parental Rights Terminated	5	X		

## 9.5 Example Annual Update Record (Partial)

The following is an example of an annual update record for a deletion of annual update showing the first 7 items (TRN-1, TRN-2, TRN-3, AUP-1, AUP-2, ADM-1, and ADM-3). It illustrates item ADM-1 provided as a null value. The ellipsis (...) in the sample represents items 8 through 58.

**9|12/10/2005 10:09:34|C1234567|11/15/2005|1||234657|...**

## 10 Discharge Records

The different types of discharge records can be determined by the Type of Form (TRN-1) field. Two of the Discharge types (Submissions and Re-Submissions) have subtypes that can be determined by the Type of Service (ADM-4), the Discharge Status (DIS-2), and / or the age of the client at admission (determined by the Date of Birth (CID-4) and the Admission Date (ADM-1) fields).

### 10.1 Submissions

Submission of Discharge records have Type of Form (TRN-1) equal to 4 (Discharge). There are four subtypes of Submission of Discharge records:

❖ **Standard (Std) Discharge** – This is a standard (non-administrative) Submission of Discharge record for an adult (18 or older at admission) client not participating in a detox service. This uses all the discharge record fields included in the record layout. A Standard Discharge record is one in which the following are true:

- Type of Service (ADM-4) is one of the following:
  - 1 (Nonresidential / Outpatient Treatment / Recovery)
  - 2 (Nonresidential / Outpatient Day Program-intensive)
  - 6 (Residential Treatment / recovery (30 days or less))
  - 7 (Residential Treatment / recovery (31 days or more))
- Discharge Status (DIS-2) is one of the following:
  - 1 (Completed Treatment / Recovery Plan, Goals / Referred)
  - 2 (Completed Treatment / Recovery Plan, Goals / Not Referred)
  - 3 (Left Before Completion w / Satisfactory Progress / Referred)
  - 5 (Left Before Completion w / Unsatisfactory Progress / Referred)
- Age of the client at admission is 18 years or older.

❖ **Administrative (Admin) Discharge** – This is an administrative Submission of Discharge record for any client. This **uses some of the discharge record fields**, the fields not used are reported as null (empty). An Administrative Discharge record is one in which the following is true:

- Discharge Status (DIS-2) is one of the following:
  - 4 (Left Before Completion w / Satisfactory Progress / Not Referred)
  - 6 (Left Before Completion w / Unsatisfactory Progress / Not Referred)
  - 7 (Death)
  - 8 (Incarceration)

- ❖ **Detox Discharge** – This is a Submission of Discharge for detox clients. Since detox clients do not answer outcome (MTOQ) questions at discharge, this record only uses some of the discharge record fields, the fields not used are reported as null (empty). A Detox Discharge record is one in which the following are true:
  - Type of Service (ADM-4) is one of the following:
    - 3 (Nonresidential / Outpatient Detoxification)
    - 4 (Residential Detoxification (hospital))
    - 5 (Residential Detoxification (non-hospital))
  - Discharge Status (DIS-2) is one of the following:
    - 3 (Left Before Completion w / Satisfactory Progress / Referred)
    - 5 (Left Before Completion w / Unsatisfactory Progress / Referred)
      - **Note:** Per ADP Bulletin 10-08, detoxification does not constitute complete treatment. Therefore, neither discharge code 1 nor discharge code 2 can be used for detoxification discharges.
  - Age of the client at admission is 18 years or older.
- ❖ **Youth Discharge** – This is a Submission of Discharge for youth clients. Since clients 17 or younger do not answer outcome (MTOQ) questions, this record only uses some of the discharge record fields, the fields not used are reported as null (empty). A Youth Discharge record is one in which the following are true:
  - Discharge Status (DIS-2) is one of the following:
    - 1 (Completed Treatment / Recovery Plan, Goals / Referred)
    - 2 (Completed Treatment / Recovery Plan, Goals / Not Referred)
    - 3 (Left Before Completion w / Satisfactory Progress / Referred)
    - 5 (Left Before Completion w / Unsatisfactory Progress / Referred)
  - Age of the client at admission is less than 18 years.

## 10.2 Re-Submissions

Re-Submission of Discharge records have Type of Form (TRN-1) equal to 5 (Re-Submission of Discharge). There are four subtypes of Re-Submission of Discharge records:

- ❖ **Standard (Std) Discharge** – This is a standard (non-administrative) Re-Submission of Discharge record for an adult (18 or older at admission) client not participating in a detox service. This uses all the discharge record fields included in the record layout. A Standard Discharge record is one in which the following are true:
  - Type of Service (ADM-4) is one of the following:
    - 1 (Nonresidential / Outpatient Treatment / Recovery)
    - 2 (Nonresidential / Outpatient Day Program-intensive)
    - 6 (Residential Treatment / recovery (30 days or less))
    - 7 (Residential Treatment / recovery (31 days or more))
  - Discharge Status (DIS-2) is one of the following:
    - 1 (Completed Treatment / Recovery Plan, Goals / Referred)
    - 2 (Completed Treatment / Recovery Plan, Goals / Not Referred)
    - 3 (Left Before Completion w / Satisfactory Progress / Referred)
    - 5 (Left Before Completion w / Unsatisfactory Progress / Referred)
  - Age of the client at admission is 18 years or older.
- ❖ **Administrative (Admin) Discharge** – This is an administrative Re-Submission of Discharge record for any client. This uses some of the discharge record fields, the fields not used are reported as null (empty). An Administrative Discharge record is one in which the following is true:
  - Discharge Status (DIS-2) is one of the following:
    - 4 (Left Before Completion w / Satisfactory Progress / Not Referred)
    - 6 (Left Before Completion w / Unsatisfactory Progress / Not Referred)
    - 7 (Death)
    - 8 (Incarceration)



- ❖ **Detox Discharge** – This is a Re-Submission of Discharge for detox clients. Since detox clients do not answer outcome (MTOQ) questions at discharge, this record only uses some of the discharge record fields, the fields not used are reported as null (empty). A Detox Discharge record is one in which the following are true:
  - Type of Service (ADM-4) is one of the following:
    - 3 (Nonresidential / Outpatient Detoxification)
    - 4 (Residential Detoxification (hospital))
    - 5 (Residential Detoxification (non-hospital))
  - Discharge Status (DIS-2) is one of the following:
    - 3 (Left Before Completion w / Satisfactory Progress / Referred)
    - 5 (Left Before Completion w / Unsatisfactory Progress / Referred)
      - **Note:** Per ADP Bulletin 10-08, detoxification does not constitute complete treatment. Therefore, neither discharge code 1 nor discharge code 2 can be used for detoxification discharges.
  - Age of the client at admission is 18 years or older.
- ❖ **Youth Discharge** – This is a Re-Submission of Discharge for youth clients. Since clients 17 or younger do not answer outcome (MTOQ) questions, this record only uses some of the discharge record fields, the fields not used are reported as null (empty). A Youth Discharge record is one in which the following are true:
  - Discharge Status (DIS-2) is one of the following:
    - 1 (Completed Treatment / Recovery Plan, Goals / Referred)
    - 2 (Completed Treatment / Recovery Plan, Goals / Not Referred)
    - 3 (Left Before Completion w / Satisfactory Progress / Referred)
    - 5 (Left Before Completion w / Unsatisfactory Progress / Referred)
  - Age of the client at admission is less than 18 years.

## 10.3 Deletions

Deletion of Discharge records have Type of Form (TRN-1) equal to 6 (Deletion of Discharge). This record type **uses some of the discharge record fields**, the fields not used are reported as null (empty). There are no subtypes (i.e., Standard or Youth) for Deletion of Discharge records.

## 10.4 Discharge Record Layouts

Table 7 shows all items that make up the discharge record. It includes the following columns:

- ❖ **Sequence Within Group** – This identifies the order in which the fields must appear within a discharge record.
- ❖ **Group and Item Number** – This identifies the group and item number that must be included. Details for the item number are included in Section 3 of this document.
- ❖ **Data Element** – This identifies the name of the item represented by the group and item number.
- ❖ **Max Length** – This identifies the maximum length allowed for the item.
- ❖ **Std** – An ‘X’ in this column identifies those fields that are required for a Standard Discharge or Re-Submission of a Standard Discharge record. All fields are required for a Standard Discharge record.
- ❖ **Admin** – An ‘X’ in this column identifies those fields that are required for an Administrative Discharge or Re-Submission of an Administrative Discharge record. Not all fields are required for an Administrative Discharge record.
- ❖ **Detox** – An ‘X’ in this column identifies those fields that are required for a Detox Discharge or Re-Submission of a Detox Discharge record. Not all fields are required for a Detox Discharge record.
- ❖ **Youth** – An ‘X’ in this column identifies those fields that are required for a Youth Discharge or Re-Submission of a Youth Discharge record. Not all fields are required for a Youth Discharge record.
- ❖ **Del** – An ‘X’ in this column identifies those fields that are required for a Deletion of Discharge record. Not all fields are required for a Deletion of Discharge record.

All fields must be provided for every discharge record. For required fields (items), all validation rules will be checked and applicable errors generated. If a field is not required for a particular record, an empty (null) or blank must still be provided for the field and it must continue to be delimited. Any error encountered in these “optional” fields will not cause an error to be reported.

Submission of Discharge and Re-Submission of Discharge record types have identical layouts, so these record types are displayed together in **Table 7**.

**Table 7 – Discharge Record Layout**

Sequence Within Record	Group and Item Number	Data Element	Max Length	New or Re-Submission				Del
				Std	Admin	Detox	Youth	All
1.	TRN-1	Type of Form	2	X	X	X	X	X
2.	TRN-2	Transaction Date and Time	19	X	X	X	X	X
3.	TRN-3	Form Serial Number	8	X	X	X	X	X
4.	DIS-1	Discharge Date	10	X	X	X	X	X
5.	DIS-2	Discharge Status	1	X	X	X	X	
6.	ADM-1	Admission Date	10	X	X	X	X	
7.	ADM-3	Provider ID	6	X	X	X	X	X
8.	ADM-4	Type of Service	1	X	X	X	X	
9.	CID-2	Provider's Participant ID	20	X	X	X	X	
10.	CID-3	Gender	5	X	X	X	X	
11.	CID-4	Date of Birth	10	X	X	X	X	
12.	CID-5	Current First Name	20	X	X	X	X	
13.	CID-6	Current Last Name	40	X	X	X	X	
14.	CID-7	SSN	9	X	X	X	X	
15.	CID-8	Zip Code at Current Residence	5	X	X	X	X	
16.	CID-9	Birth First Name	20	X	X	X	X	
17.	CID-10	Birth Last Name	40	X	X	X	X	
18.	CID-11a	Place of Birth – County	5	X	X	X	X	
19.	CID-11b	Place of Birth – State	5	X	X	X	X	
20.	CID-12	Driver's License Number	13	X	X	X	X	
21.	CID-13	Driver's License State	5	X	X	X	X	
22.	CID-14	Mother's First Name	20	X	X	X	X	
23.	CID-18	Disability	13	X	X	X	X	
24.	CID-19	Consent	1	X		X		
25.	ADU-1a	Primary Drug (Code)	5	X	X	X	X	
26.	ADU-1b	Primary Drug (Name)	50	X	X	X	X	



Sequence Within Record	Group and Item Number	Data Element	Max Length	New or Re-Submission				Del
				Std	Admin	Detox	Youth	All
27.	ADU-2	Primary Drug Frequency	5	X		X	X	
28.	ADU-3	Primary Drug Route of Administration	5	X		X	X	
29.	ADU-5a	Secondary Drug (Code)	5	X		X	X	
30.	ADU-5b	Secondary Drug (Name)	50	X		X	X	
31.	ADU-6	Secondary Drug Frequency	5	X		X	X	
32.	ADU-7	Secondary Drug Route of Administration	5	X		X	X	
33.	ADU-9	Alcohol Frequency	5	X		X	X	
34.	ADU-10	Needle Use	5	X				
35.	EMP-1	Employment Status	1	X		X	X	
36.	EMP-2	Work Past 30 Days	5	X				
37.	EMP-3	Enrolled in School	5	X		X	X	
38.	EMP-4	Enrolled in Job Training	5	X				
39.	LEG-3	Number of Arrests Last 30 Days	5	X		X	X	
40.	LEG-4	Number of Jail Days Last 30 days	5	X				
41.	LEG-5	Number of Prison Days Last 30 days	5	X				
42.	MED-2	Emergency Room Last 30 days	5	X				
43.	MED-3	Hospital Overnight Last 30 days	5	X				
44.	MED-4	Medical Problems Last 30 days	5	X				
45.	MED-6	Pregnant at Any Time During Treatment	5	X	X	X	X	
46.	MED-11	HIV Tested	5	X				
47.	MED-12	HIV Test Results	5	X				
48.	MHD-1	Mental Illness	5	X		X	X	
49.	MHD-2	Emergency Room Use / Mental Health	5	X				

Sequence Within Record	Group and Item Number	Data Element	Max Length	New or Re-Submission				Del
				Std	Admin	Detox	Youth	All
50.	MHD-3	Psychiatric Facility Use	5	X				
51.	MHD-4	Mental Health Medication	5	X				
52.	SOC-1	Social Support	2	X		X	X	
53.	SOC-2	Current Living Arrangements	1	X		X	X	
54.	SOC-3	Living With Someone	5	X				
55.	SOC-4	Family Conflict Last 30 Days	5	X				
56.	SOC-5	Number of Children	5	X				
57.	SOC-6	Number of Children Age 5 Years or Younger	5	X				
58.	SOC-7	Number of Children Living With Someone Else	5	X				
59.	SOC-8	Number of Children Living With Someone Else and Parental Rights Terminated	5	X				

## 10.5 Example Discharge Record (Partial)

The following is an example of a discharge record for a deletion of discharge showing the first 8 items (TRN-1, TRN-2, TRN-3, DIS-1, DIS-2, ADM-1, ADM-3, and ADM-4). It illustrates item ADM-1 provided as a null value, and item ADM-4 provided as a blank since neither of these is required for a deletion of discharge. The ellipsis (...) in the sample represents items 9 through 59.

**6|12/10/2005 10:09:34|C1234567|11/15/2005|2||234657| |...**

## 11 Submission Errors

A list of the errors that have been identified thus far is provided in the Data Dictionary. When the file is submitted, any validation rules that fail will generate errors, and these will be reported back to the county or direct contract provider. The counties and direct contract providers will resubmit any records after corrections have been made.

If the file is unreadable or if there are other structural file problems, error (000) will be generated and the entire file will be rejected. If a record does not conform to the expected record layout (i.e. missing fields or too many fields), error (001) will be generated and the entire file will be rejected. If any errors are generated, the corrected errors must be submitted as Re-Submissions of data.

## 12 Data Elements by Record Layout

Table 8 displays all record-level data elements by the type of record. Elements marked with an 'X' must be included and pass validation. Elements marked with an 'N' must be present as a null or a space. Elements in grey must not be included, even as a null value.

For all record categories (Admissions, Annual Updates, and Discharges) the Submission and Re-Submission record types have the same file layout. These have been combined in **Table 8**.

**Table 8 – Data Elements by Record Layout**

Group and Item Number	Data Element	Admission			Annual Update			Discharge				
		Submissions & Re-Submissions		Del	Submissions & Re-Submissions		Del	Submissions & Re-Submissions				Del
		Std	Youth	All	Std	Youth	All	Std	Admin	Detox	Youth	All
TRN-1	Type of Form	X	X	X	X	X	X	X	X	X	X	X
TRN-2	Transaction Date and Time	X	X	X	X	X	X	X	X	X	X	X
TRN-3	Form Serial Number	X	X	X	X	X	X	X	X	X	X	X
DIS-1	Discharge Date							X	X	X	X	X
DIS-2	Discharge Status							X	X	X	X	N
AUP-1	Annual Update Date				X	X	X					
AUP-2	Annual Update Number				X	X	X					
ADM-1	Admission Date	X	X	X	X	X	N	X	X	X	X	N
ADM-2	Admission Transaction Type	X	X	N								
ADM-3	Provider ID	X	X	X	X	X	X	X	X	X	X	X
ADM-4	Type of Service	X	X	N				X	X	X	X	N
ADM-5	Source of Referral	X	X	N								
ADM-6	Days Waited to Enter Treatment	X	X	N								
ADM-7	Number of Prior Episodes	X	X	N								
ADM-8	CalWORKs Recipient	X	X	N								



Group and Item Number	Data Element	Admission			Annual Update			Discharge				
		Submissions & Re-Submissions		Del	Submissions & Re-Submissions		Del	Submissions & Re-Submissions				Del
		Std	Youth	All	Std	Youth	All	Std	Admin	Detox	Youth	All
ADM-9	Substance Abuse Treatment Under CalWORKs	X	X	N								
ADM-10	County Paying for Services	X	X	N								
ADM-11	Special Services Contract ID	X	X	N								
CID-2	Provider's Participant ID	X	X	N	X	X	N	X	X	X	X	N
CID-3	Gender	X	X	N	X	X	N	X	X	X	X	N
CID-4	Date of Birth	X	X	N	X	X	N	X	X	X	X	N
CID-5	Current First Name	X	X	N	X	X	N	X	X	X	X	N
CID-6	Current Last Name	X	X	N	X	X	N	X	X	X	X	N
CID-7	SSN	X	X	N	X	X	N	X	X	X	X	N
CID-8	Zip Code at Current Residence	X	X	N	X	X	N	X	X	X	X	N
CID-9	Birth First Name	X	X	N	X	X	N	X	X	X	X	N
CID-10	Birth Last Name	X	X	N	X	X	N	X	X	X	X	N
CID-11a	Place of Birth – County	X	X	N	X	X	N	X	X	X	X	N
CID-11b	Place of Birth – State	X	X	N	X	X	N	X	X	X	X	N





Group and Item Number	Data Element	Admission			Annual Update			Discharge				
		Submissions & Re-Submissions		Del	Submissions & Re-Submissions		Del	Submissions & Re-Submissions				Del
		Std	Youth	All	Std	Youth	All	Std	Admin	Detox	Youth	All
CID-12	Driver's License Number	X	X	N	X	X	N	X	X	X	X	N
CID-13	Driver's License State	X	X	N	X	X	N	X	X	X	X	N
CID-14	Mother's First Name	X	X	N	X	X	N	X	X	X	X	N
CID-15	Race	X	X	N								
CID-16	Ethnicity	X	X	N								
CID-17	Veteran	X	X	N								
CID-18	Disability	X	X	N	X	X	N	X	X	X	X	N
CID-19	Consent	X	N	N	X	N	N	X	N	X	N	N
CID-20	Lesbian, Gay, Bisexual, Transgender	X	X	N								
ADU-1a	Primary Drug (Code)	X	X	N	X	X	N	X	X	X	X	N
ADU-1b	Primary Drug (Name)	X	X	N	X	X	N	X	X	X	X	N
ADU-2	Primary Drug Frequency	X	X	N	X	X	N	X	N	X	X	N
ADU-3	Primary Drug Route of Administration	X	X	N	X	X	N	X	N	X	X	N



Group and Item Number	Data Element	Admission			Annual Update			Discharge				
		Submissions & Re-Submissions		Del	Submissions & Re-Submissions		Del	Submissions & Re-Submissions				Del
		Std	Youth	All	Std	Youth	All	Std	Admin	Detox	Youth	All
ADU-4	Primary Drug Age of First Use	X	X	N								
ADU-5a	Secondary Drug (Code)	X	X	N	X	X	N	X	N	X	X	N
ADU-5b	Secondary Drug (Name)	X	X	N	X	X	N	X	N	X	X	N
ADU-6	Secondary Drug Frequency	X	X	N	X	X	N	X	N	X	X	N
ADU-7	Secondary Drug Route of Administration	X	X	N	X	X	N	X	N	X	X	N
ADU-8	Secondary Drug Age of First Use	X	X	N								
ADU-9	Alcohol Frequency	X	X	N	X	X	N	X	N	X	X	N
ADU-10	Needle Use	X	N	N	X	N	N	X	N	N	N	N
ADU-11	Needle Use in Last 12 Months	X	X	N								
EMP-1	Employment Status	X	X	N	X	X	N	X	N	X	X	N
EMP-2	Work Past 30 Days	X	N	N	X	N	N	X	N	N	N	N
EMP-3	Enrolled in School	X	X	N	X	X	N	X	N	X	X	N
EMP-4	Enrolled in Job Training	X	N	N	X	N	N	X	N	N	N	N
EMP-5	Highest School Grade Completed	X	X	N								



Group and Item Number	Data Element	Admission			Annual Update			Discharge				
		Submissions & Re-Submissions		Del	Submissions & Re-Submissions		Del	Submissions & Re-Submissions				Del
		Std	Youth	All	Std	Youth	All	Std	Admin	Detox	Youth	All
LEG-1	Criminal Justice Status	X	X	N								
LEG-2	CDCR Number	X	N	N								
LEG-3	Number of Arrests Last 30 Days	X	X	N	X	X	N	X	N	X	X	N
LEG-4	Number of Jail Days Last 30 days	X	N	N	X	N	N	X	N	N	N	N
LEG-5	Number of Prison Days Last 30 days	X	N	N	X	N	N	X	N	N	N	N
LEG-6	Parolee Services Network (PSN)	X	N	N								
LEG-7	FOTP Parolee	X	N	N								
LEG-8	FOTP Priority Status	X	N	N								
MED-1	Medi-Cal Beneficiary	X	X	N								
MED-2	Emergency Room Last 30 Days	X	N	N	X	N	N	X	N	N	N	N
MED-3	Hospital Overnight Last 30 Days	X	N	N	X	N	N	X	N	N	N	N
MED-4	Medical Problems Last 30 Days	X	N	N	X	N	N	X	N	N	N	N
MED-5	Pregnant at Admission	X	X	N								

Group and Item Number	Data Element	Admission			Annual Update			Discharge				
		Submissions & Re-Submissions		Del	Submissions & Re-Submissions		Del	Submissions & Re-Submissions				Del
		Std	Youth	All	Std	Youth	All	Std	Admin	Detox	Youth	All
MED-6	Pregnant at Any Time During Treatment				X	X	N	X	X	X	X	N
MED-7	Medication Prescribed as a Part of Treatment	X	X	N								
MED-8	Communicable Diseases: Tuberculosis	X	N	N								
MED-9	Communicable Diseases: Hepatitis C	X	N	N								
MED-10	Communicable Diseases: Sexually Transmitted Disease	X	N	N								
MED-11	HIV Tested	X	N	N	X	N	N	X	N	N	N	N
MED-12	HIV Test Results	X	N	N	X	N	N	X	N	N	N	N
MHD-1	Mental Illness	X	X	N	X	X	N	X	N	X	X	N
MHD-2	Emergency Room Use / Mental Health	X	N	N	X	N	N	X	N	N	N	N
MHD-3	Psychiatric Facility Use	X	N	N	X	N	N	X	N	N	N	N
MHD-4	Mental Health Medication	X	N	N	X	N	N	X	N	N	N	N
SOC-1	Social Support	X	X	N	X	X	N	X	N	X	X	N
SOC-2	Current Living Arrangements	X	X	N	X	X	N	X	N	X	X	N



Group and Item Number	Data Element	Admission			Annual Update			Discharge				
		Submissions & Re-Submissions		Del	Submissions & Re-Submissions		Del	Submissions & Re-Submissions				Del
		Std	Youth	All	Std	Youth	All	Std	Admin	Detox	Youth	All
SOC-3	Living With Someone	X	N	N	X	N	N	X	N	N	N	N
SOC-4	Family Conflict Last 30 Days	X	N	N	X	N	N	X	N	N	N	N
SOC-5	Number of Children	X	N	N	X	N	N	X	N	N	N	N
SOC-6	Number of Children Age 5 Years or Younger	X	N	N	X	N	N	X	N	N	N	N
SOC-7	Number of Children Living With Someone Else	X	N	N	X	N	N	X	N	N	N	N
SOC-8	Number of Children Living With Someone Else and Parental Rights Terminated	X	N	N	X	N	N	X	N	N	N	N

## 13 How to Update Sequential Records

This section details how to change data in sequential records.

- ❖ DHCS requires that the sequence of records in the file correspond to the sequence of activities, i.e. admissions, annual updates and discharges as they occur. The sequence of individual records is maintained in the database in the sequence that they were received.
- ❖ To delete or make changes to a record that is part of a sequence, prior records must be deleted, edited and resubmitted based on the reverse order of the submission date.

The **Table 9** below details the actions necessary to make changes to a sequence of records.

**Table 9**  
**How to Change Sequential Admission, Annual Update and Discharge Records**

To change data in the	and these records have been submitted.	Submit a (TRN-1) Type of Form in the order listed below.
Admission Record	❖ Admission Record	❖ (2) Resubmission of Admission Record
Admission Record	❖ Admission Record ❖ Annual Update Record(s)	❖ (9) Deletion of Annual Update Record(s) ❖ (2) Resubmission of Admission Record(s) ❖ (8) Resubmission of Annual Update Record(s)
Admission Record	❖ Admission Record ❖ Annual Update Record(s) ❖ Discharge Record	❖ (6) Deletion of Discharge Record ❖ (9) Deletion of Annual Update Record(s) ❖ (2) Resubmission of Admission Record ❖ (8) Resubmission of Annual Update Record(s) ❖ (5) Resubmission of Discharge
Annual Update Record(s)	❖ Admission Record ❖ Annual Update Record(s) ❖ Discharge Record	❖ (6) Deletion of Discharge Record ❖ (8) Resubmission of Annual Update Record(s) ❖ (5) Resubmission of Discharge Record

## 14 Lesbian, Gay, Bi-sexual, Transgender (LGBT)

This section summarizes how to collect and submit LGBT data (optional) to State DHCS, CalOMS Tx database:

- ❖ LGBT data is collected and submitted for Admission only.
- ❖ LGBT data is the 83rd field in the Admission record.
- ❖ For counties that submit LGBT data the header file version is 1.1.
- ❖ For admissions that were submitted under version 1.0 a resubmission of admission can be submitted using file version 1.1.
- ❖ If your county is interested in submitting LGBT data to CalOMS Tx, please contact the DHCS help desk at (916) 440-7000 or send an email to [ITServiceDesk@dhcs.ca.gov](mailto:ITServiceDesk@dhcs.ca.gov).
- ❖ For additional details, refer to Section 3.4.20 in the CalOMS Tx Data Dictionary.

**System Requirements - Attachment\_Ref\_02 "Error and Submission  
Details Report"**



# Error and Submission Details Report

## California Outcomes Measurement System

Report Dates: 8/10/2016 to 8/10/2016

Created By: ASIDDIQUI

Date Created: 8/10/2016 9:03:41 AM

### C/DCP: Los Angeles

Submission Date: 8/10/2016 09:03:00 AM

File Name: ADP\_COT\_19\_P\_00534.TXT

Total Records: 381

Records Rejected: 2

Records Accepted: 0

Provider ID	Status	Report Month	Type of Form	Transaction Date	Form Serial Number	Provider Participant ID
196926	Rejected	200901	3	1/21/2011 11:44:44	U0605228	

ERRORS:

(381) Transaction Date and Time not provided in specified format.

196926	Rejected	201003	3	1/21/2011 11:44:44	U0605647	
--------	----------	--------	---	--------------------	----------	--

ERRORS:

(381) Transaction Date and Time not provided in specified format.

**System Requirements - Attachment\_Ref\_03**  
**"1.03\_WEDI\_X12\_ADG\_TI\_09052013\_Approved\_2\_2\_DHCS\_DMC**  
**\_Companion\_Guide"**

# **Short-Doyle Medi-Cal Phase II ADP**

**Standard Companion Guide Transaction Information**

**Instructions related to Transactions based on ASC  
X12 Implementation Guides, version 005010**

**Companion Guide Version Number: 1.6**

**August 6, 2013**

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## **Preface**

Companion Guides (CG) may contain two types of data, instructions for electronic communications with the publishing entity (Communications/Connectivity Instructions) and supplemental information for creating transactions for the publishing entity while ensuring compliance with the associated ASC X12 IG (Transaction Instructions). Either the Communications/Connectivity component or the Transaction Instruction component must be included in every CG. The components may be published as separate documents or as a single document.

The Communications/Connectivity component is included in the CG when the publishing entity wants to convey the information needed to commence and maintain communication exchange.

The Transaction Instruction component is included in the CG when the publishing entity wants to clarify the IG instructions for submission of specific electronic transactions. The Transaction Instruction component content is limited by ASCX12’s copyrights and Fair Use statement.

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# Transaction Instruction (TI)

## 1 TI Introduction

### 1.1 Background

#### 1.1.1 Overview of HIPAA Legislation

The Health Insurance Portability and Accountability Act (HIPAA) of 1996 carries provisions for administrative simplification. This requires the Secretary of the Department of Health and Human Services (HHS) to adopt standards to support the electronic exchange of administrative and financial health care transactions primarily between health care providers and plans. HIPAA directs the Secretary to adopt standards for transactions to enable health information to be exchanged electronically and to adopt specifications for implementing each standard HIPAA serves to:

- Create better access to health insurance
- Limit fraud and abuse
- Reduce administrative costs

#### 1.1.2 Compliance according to HIPAA

The HIPAA regulations at 45 CFR 162.915 require that covered entities not enter into a trading partner agreement that would do any of the following:

- Change the definition, data condition, or use of a data element or segment in a standard.
- Add any data elements or segments to the maximum defined data set.
- Use any code or data elements that are marked “not used” in the standard’s implementation specifications or are not in the standard’s implementation specification(s).
- Change the meaning or intent of the standard’s implementation specification(s).

### 1.1.3 Compliance according to ASC X12

ASC X12 requirements include specific restrictions that prohibit trading partners from:

- Modifying any defining, explanatory, or clarifying content contained in the implementation guide.
- Modifying any requirement contained in the implementation guide.

### 1.2 Intended Use

The Transaction Instruction component of this companion guide must be used in conjunction with an associated ASC X12 Implementation Guide. The instructions in this companion guide are not intended to be stand-alone requirements documents. This companion guide conforms to all the requirements of any associated ASC X12 Implementation Guides and is in conformance with ASC X12's Fair Use and Copyright statements.

## 2 Included ASC X12 Implementation Guides

This table lists the X12N Implementation Guides for which specific transaction Instructions apply and which are included in Section 3 of this document. The underlying TR3s are available at <http://store.x12.org>.

Unique ID	Name
005010X222A1	Health Care Claim: Professional (837)
005010X221A1	Health Care Claim Payment/ Advice (835)
005010X212E1	Health Care Claim Status Request and Response (276/277)
005010X214E2	Health Care Claim Acknowledgement (277)
005010X228E1	Health Care Claim Pending Status Information (277)
005010X231	Implementation Acknowledgement (999)



### 3 Instruction Tables

These tables contain one or more rows for each segment for which a supplemental instruction is needed.

<b>Legend</b>
SHADED rows represent “segments” in the X12N implementation guide.
NON-SHADED rows represent “data elements” in the X12N implementation guide.

#### 005010X222 Health Care Claim: Professional

Loop ID	Reference	Name	Codes	Notes/Comments
	<b>BHT</b>	<b>BEGINNING OF HIERARCHICAL TRANSACTION</b>		
	BHT06	Claim or Encounter Identifier	CH	ADP only processes chargeable claims. ADP only processes claims with the “CH” qualifier.
<b>1000A</b>	<b>NM1</b>	<b>SUBMITTER NAME</b>		Always identify the county or direct provider on whose behalf the transaction set is being submitted.
1000A	NM109	Submitter Identifier		ADP requires submitters to be identified by their Federal Tax ID.
<b>1000B</b>	<b>NM1</b>	<b>RECEIVER NAME</b>		
1000B	NM103	Receiver Name		“CALIFORNIA DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS” must be supplied here.
	NM109	Receiver Primary Identifier		ADP’s Tax ID, “680290013”, must be supplied here.
<b>2000A</b>	<b>PRV</b>	<b>BILLING PROVIDER SPECIALTY INFORMATION</b>		Provider taxonomy codes do not impact adjudication of Drug Medi-Cal claims.
<b>2000A</b>	<b>CUR</b>	<b>FOREIGN CURRENCY INFORMATION</b>		Claims billed in foreign currencies are not processed in Drug Medi-Cal.
<b>2010AC</b>	<b>NM1</b>	<b>PAY-TO PLAN NAME</b>		Subrogation payment requests are not processed in Drug Medi-Cal.

Loop ID	Reference	Name	Codes	Notes/Comments
<b>2000B</b>	<b>HL</b>	<b>SUBSCRIBER HIERARCHICAL LEVEL</b>		The subscriber is always the patient in Drug Medi-Cal.
2000B	HL04	Hierarchical Child Code	0	The subscriber is always the patient in Drug Medi-Cal.
<b>2000B</b>	<b>SBR</b>	<b>SUBSCRIBER INFORMATION</b>		
2000B	SBR02	Individual Relationship Code	18	The subscriber is always the patient in Drug Medi-Cal.
	SBR03	Subscriber Group or Policy Number		This data element is not processed in Drug Medi-Cal.
	SBR04	Subscriber Group Name		This data element is not process in Drug Medi-Cal.
	SBR05	Insurance Type Code		This data element is not process in Drug Medi-Cal.
	SBR09	Claim Filing Indicator Code	MC	ADP only processes claims with the "MC" qualifier.
<b>2000B</b>	<b>PAT</b>	<b>PATIENT INFORMATION</b>		
2000B	PAT07	Unit of Basis or Measurement Code		Claims involving Medicare Durable Medical Equipment Regional Carriers Certificate of Medical Necessity (DMERC CMN) 02.03, 10.02, or DME MAC 10.03 are not processed in Drug Medi-Cal.
	PAT08	Patient Weight		Claims involving Medicare Durable Medical Equipment Regional Carriers Certificate of Medical Necessity (DMERC CMN) 02.03, 10.02, or DME MAC 10.03 are not processed in Drug Medi-Cal.
	PAT09	Pregnancy Indicator		The pregnancy indicator is required where the client is known to the provider to be either pregnant or postpartum as defined in 22 CCR § 51341.1(b) (18). The indicator will be used for statistical purposes, and for adjudicating claims for which the client's perinatal eligibility is relevant.
<b>2010BA</b>	<b>NM1</b>	<b>SUBSCRIBER NAME</b>		
2010BA	NM102	Entity Type Qualifier	1	Drug Medi-Cal beneficiaries are always individuals so "1" is the only acceptable value.
	NM108	Identification Code Qualifier	MI	'MI' is the only acceptable value.

Loop ID	Reference	Name	Codes	Notes/Comments
	NM109	Subscriber Primary Identifier		The primary identifier for all Drug Medi-Cal beneficiaries is the 9 character Medi-Cal Client Index Number (CIN).
<b>2010BA</b>	<b>N3</b>	<b>SUBSCRIBER ADDRESS</b>		The patient is always the subscriber for Drug Medi-Cal, so this segment must be sent.
2010BA	N301	Subscriber Address Line		"HOMELESS" or "UNKNOWN" may be used if appropriate.
<b>2010BA</b>	<b>N4</b>	<b>SUBSCRIBER CITY, STATE, ZIP CODE</b>		The patient is always the subscriber for Drug Medi-Cal, so this segment must be sent. Where the patient is homeless or the correct city, state, and zip are unknown, use the information for the billing provider in this segment.
2010BA	N401	Subscriber City Name		If unknown or in case of homeless subscribers, use the billing provider's city.
	N403	Subscriber Postal Zone or ZIP Code		If unknown or in case of homeless subscribers, use the billing provider's postal code.
<b>2010BA</b>	<b>DMG</b>	<b>SUBSCRIBER DEMOGRAPHIC INFORMATION</b>		The patient is always the subscriber for Drug Medi-Cal, so this segment must be sent.
<b>2010BA</b>	<b>REF</b>	<b>SUBSCRIBER SECONDARY IDENTIFICATION</b>		No additional identification number beyond that provided in NM109 is required to identify subscribers in Drug Medi-Cal.
<b>2010BA</b>	<b>REF</b>	<b>PROPERTY AND CASUALTY CLAIM NUMBER</b>		ADP does not process property and casualty claims.
<b>2010BA</b>	<b>PER</b>	<b>PROPERTY AND CASUALTY SUBSCRIBER CONTACT INFORMATION</b>		ADP does not process property and casualty claims.
<b>2010BB</b>	<b>NM1</b>	<b>PAYER NAME</b>		
2010BB	NM103	Payer Name		"CALIFORNIA DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS" must be supplied here.
	NM109	Payer Identifier		ADP's Tax ID, "680290013", must be supplied here.
<b>2010BB</b>	<b>N3</b>	<b>PAYER ADDRESS</b>		Information provided in this segment does not impact processing Drug Medi-Cal claims.
<b>2010BB</b>	<b>REF</b>	<b>PAYER SECONDARY IDENTIFICATION</b>		No additional payer identifier is necessary to identify ADP as the payer.

Loop ID	Reference	Name	Codes	Notes/Comments
2000C	HL	<b>PATIENT HEIRARACHICAL LEVEL</b>		The patient is always the subscriber for Drug Medi-Cal, so the information in this loop is not processed for Drug Medi-Cal.
2300	CLM	<b>CLAIM INFORMATION</b>		
2300	CLM07	Assignment or Plan Participation Code	A	Any entity billing Drug Medi-Cal must have a Drug Medi-Cal contract with ADP, so this must be "A" for all valid Drug Medi-Cal claims.
	CLM11	Related Causes Information		Information provided in this data element does not impact adjudication of Drug Medi-Cal Claims.
	CLM12	Special Program Code		The special circumstances, programs, and projects identified in this data element are not applicable to Drug Medi-Cal.
	CLM20	Delay Reason Code	1, 2, 4, 7, 8, 10, 11, 15	<p>Original Drug Medi-Cal claims are late when submitted later than 30 days after the end of the month of service. The adjudication process will deny late original claims and replacement claims where the original claim was late unless they include an appropriate delay reason code.</p> <p>–Delay reason codes must only be used when there is good cause for late submission as defined in 22 C.C.R. §§ 51008, 51008.5.</p> <p>Only the following delay reason codes will be taken into consideration in adjudication of Drug Medi-Cal claims: 1, 2, 4, 7, 8, 10, 11, and 15. Other delay reason codes will be accepted but will not be considered in adjudication.</p>
2300	DTP	<b>DATE – INITIAL TREATMENT DATE</b>		Information sent in this segment does not impact the processing of Drug Medi-Cal claims.
2300	DTP	<b>DATE – ACCIDENT</b>		Information sent in this segment does not impact the processing of Drug Medi-Cal claims.
2300	DTP	<b>DATE – DISABILITY DATES</b>		Information sent in this segment does not impact the processing of Drug Medi-Cal claims.
2300	DTP	<b>DATE – LAST WORKED</b>		Information sent in this segment does not impact for adjudication of Drug Medi-Cal claims.
2300	DTP	<b>DATE – AUTHORIZED RETURN TO WORK</b>		This information is not necessary for adjudication of Drug Medi-Cal claims. Information sent in this segment does not impact for adjudication of Drug Medi-Cal claims.
2300	DTP	<b>DATE – ADMISSION</b>		Neither ambulance nor inpatient services are covered by Drug Medi-Cal. Information sent in this segment does not impact for adjudication of Drug Medi-Cal claims.

Loop ID	Reference	Name	Codes	Notes/Comments
2300	DTP	DATE – DISCHARGE		Information sent in this segment does not impact for adjudication of Drug Medi-Cal claims.
2300	PWK	CLAIM SUPPLEMENTAL INFORMATION		See Section 4.2.6 - Claim Supplemental Information – PWK Segment
2300	AMT	PATIENT AMOUNT PAID		
2300	AMT02	Patient Amount Paid		This amount includes any amount actually paid as well as any amount for which the provider accepts the patient's obligation to pay to clear share of cost.
2300	REF	SERVICE AUTHORIZATION EXCEPTION CODE		No services covered by Drug Medi-Cal require specific prior authorization.
2300	REF	REFERRAL NUMBER		ADP does not assign referral numbers.
2300	REF	PRIOR AUTHORIZATION		ADP does not assign authorization numbers.
2300	REF	CLAIM IDENTIFICATION FOR TRANSMISSION INTERMEDIARIES		Information provided in this segment does not impact processing of Drug Medi-Cal claims and is not returned in any other transaction set.
2300	REF	DEMONSTRATION PROJECT IDENTIFER		There are no atypical claims processed in Drug Medi-Cal where this information is necessary to identify.
2300	NTE	CLAIM NOTE		Information provided in this segment does not impact the processing of Drug Medi-Cal claims.
2300	HI	HEALTH CARE DIAGNOSIS CODE		ADP only accepts certain diagnosis codes as the primary diagnosis.
2310A	NM1	REFERRING PROVIDER NAME		Information provided in this loop does not impact the processing of Drug Medi-Cal claims.
2310B	NM1	RENDERING PROVIDER NAME		ADP requires identification, either here or in Loop 2420A, of the counselor as Rendering Provider for Outpatient Drug Free Group and Individual counseling services, and for NTP Group and Individual counseling services. In other circumstances information provided in this loop does not impact processing of Drug Medi-Cal claims.

Loop ID	Reference	Name	Codes	Notes/Comments
2310B	NM102	Entity Type Qualifier	1	Where this segment is mandatory under the segment level notes above, an individual counselor must be identified. The rendering provider is always an individual Counselor for Drug Medi-Cal. "1" is the only acceptable value.
<b>2310B</b>	<b>PRV</b>	<b>RENDERING PROVIDER SPECIALTY INFORMATION</b>		Rendering provider taxonomy code does not impact the adjudication of Drug Medi-Cal claims.
<b>2310B</b>	<b>REF</b>	<b>RENDERING PROVIDER SECONDARY IDENTIFICATION</b>		An identification number other than an NPI is not necessary to identify rendering providers for Drug Medi-Cal.
<b>2310C</b>	<b>NM1</b>	<b>SERVICE FACILITY LOCATION NAME</b>		Because county-operated service locations, and all service locations of direct contract providers are subparts of the entity billing for services, this loop must only be used when services provided at a county-contracted facility are being billed by a county (and, for such services, either this loop at the claim level or Loop 2420C at the service level must be used.)
<b>2310C</b>	<b>REF</b>	<b>SERVICE FACILITY LOCATION SECONDARY IDENTIFICATION</b>		NPI in NM109 element in this loop is always processed to identify the service facility location for Drug Medi-Cal. The information in this section is not processed.
<b>2320</b>	<b>AMT</b>	<b>COORDINATION OF BENEFITS TOTAL NON-COVERED AMOUNT</b>		Circumstances in which Drug Medi-Cal claims may be submitted bypassing otherwise prior payers are identified in ADP Bulletin #11-01.
<b>2400</b>	<b>SV1</b>	<b>PROFESSIONAL SERVICE</b>		
2400	SV101-01	Product or Service ID Qualifier	HC	All Drug Medi-Cal services are described exclusively with HCPCS codes. ADP will only process claims with "HC" value.

Loop ID	Reference	Name	Codes	Notes/Comments
	SV101-02	Procedure Code	H0004, H0005, H0015, H0018, H0019 H0020	Procedure codes map to Drug Medi-Cal covered services as follows: "H0004": Individual Counseling (Outpatient Drug Free [ODF] or Narcotic Treatment Program [NTP].) "H0005": Group Counseling (ODF or NTP) "H0015": Daycare Rehabilitative "H0018", "H0019": Perinatal Residential (must always have the HD modifier, below.) S5000, S5001: Naltrexone "H0020": Methadone Dosing
	SV101-03	Procedure Modifier	HG, HD, H9, 59, 76, 77	Services provided in the Drug Medi-Cal perinatal program must report the "HD" modifier in one of SV101-03 through SVC101-06.  NTP and NAL services must report the "HG" modifier in one of SV101-03 through SV101-06.  Services provided as an allowable Drug Medi-Cal additional unit of service on the same calendar as a previously-provided unit of service, as permitted under 22 C.C.R. § 51341.1(i)(4) must identify "59", "76", or "77", as appropriate, in one of SVC101-03 through SV101-06.
	SV101-04	Procedure Modifier	HG, HD, H9, 59, 76, 77	Services provided in the Drug Medi-Cal perinatal program must report the "HD" modifier in one of SV101-03 through SVC101-06.  NTP and NAL services must report the "HG" modifier in one of SV101-03 through SV101-06.  Services provided as an allowable Drug Medi-Cal additional unit of service on the same calendar as a previously-provided unit of service, as permitted under 22 C.C.R. § 51341.1(i)(4) must identify "59", "76", or "77", as appropriate, in one of SVC101-03 through SV101-06.
	SV101-05	Procedure Modifier	HG, HD, H9, 59, 76, 77	Services provided in the Drug Medi-Cal perinatal program must report the "HD" modifier in one of SV101-03 through SVC101-06.  NTP and NAL services must report the "HG" modifier in one of SV101-03 through SV101-06.  Services provided as an allowable Drug Medi-Cal additional unit of service on the same calendar as a previously-provided unit of service, as permitted under 22 C.C.R. § 51341.1(i)(4) must identify "59", "76", or "77", as appropriate, in one of SVC101-03 through SV101-06.

Loop ID	Reference	Name	Codes	Notes/Comments
	SV101-06	Procedure Modifier	HG, HD, H9, 59, 76, 77	<p>Services provided in the Drug Medi-Cal perinatal program must report the "HD" modifier in one of SV101-03 through SVC101-06.</p> <p>NTP and NAL services must report the "HG" modifier in one of SV101-03 through SV101-06.</p> <p>Services provided as an allowable Drug Medi-Cal additional unit of service on the same calendar as a previously-provided unit of service, as permitted under 22 C.C.R. § 51341.1(i)(4) must identify "59", "76", or "77", as appropriate, in one of SVC101-03 through SV101-06.</p>
	SV103	Units or Basis for Measurement Code	UN	Drug Medi-Cal services must always be billed in units of service. ADP will only process claims with "UN" value.
	SV104	Service Unit Count		Drug Medi-Cal claims are processed in whole units of service. If a decimal is used, the fractional units will be denied and the whole number portion considered for reimbursement.
<b>2400</b>	<b>DTP</b>	<b>DATE – SERVICE DATE</b>		
2400	DTP03	Service Date		A date range in which the "To and From" dates are not the same is only acceptable for NTP Methadone Dosing and Perinatal Residential services. Billing such a date range for other services will result in service denial.
<b>2400</b>	<b>NTE</b>	<b>LINE NOTE</b>		Information provided in this segment does not impact processing of Drug Medi-Cal claims.
<b>2410</b>	<b>LIN</b>	<b>DRUG IDENTIFICATION</b>		Information provided in this loop does not impact processing of Drug Medi-Cal claims.
<b>2420A</b>	<b>NM1</b>	<b>RENDERING PROVIDER NAME</b>		ADP requires identification, either here or in Loop 2310B, of the counselor as Rendering Provider for Outpatient Drug Free Group and Individual counseling services, and for NTP Group and Individual counseling services. In other circumstances information provided in this loop does not impact processing of Drug Medi-Cal claims.
<b>2420A</b>	<b>NM102</b>	<b>Entity Type Qualifier</b>	1	The rendering provider is always an individual Counselor for Drug Medi-Cal. "1" is the only acceptable value.
<b>2420A</b>	<b>PRV</b>	<b>RENDERING PROVIDER SPECIALTY INFORMATION</b>		Rendering provider taxonomy code does not impact adjudication of Drug Medi-Cal claims.
<b>2420A</b>	<b>REF</b>	<b>RENDERING PROVIDER SECONDARY IDENTIFICATION</b>		An identification number other than an NPI is not necessary to identify rendering providers for Drug Medi-Cal.



Loop ID	Reference	Name	Codes	Notes/Comments
2420C	NM1	<b>SERVICE FACILITY LOCATION NAME</b>		Because county-operated service locations, and all service locations of direct contract providers are subparts of the entity billing for services, this loop must only be used when services provided at a county-contracted facility are being billed by a county (and, for such services, either this loop at the service level or Loop 2310C at the claim level must be used.)

**005010X221 Health Care Claim Payment/Advice**

Loop ID	Reference	Name	Codes	Notes/Comments
	<b>BPR</b>	<b>FINANCIAL INFORMATION</b>		
	BPR01	Transaction Handling Code	H, I	All payments for Drug Medi-Cal are made via warrants issued by the State Controller's Office, so all 835s detailing payment will use code "I".  All other 835s for Drug Medi-Cal will use code "H".
	BPR03	Credit/Debit Flag Code	C	All Drug Medi-Cal payments are made by warrant soADP will always send "C".
	<b>TRN</b>	<b>REASSOCIATION TRACE NUMBER</b>		
	TRN04	Originating Company Supplemental Code		ADP will send "DRUG MEDI-CAL" for all Drug Medi-Cal 835s.
	<b>CUR</b>	<b>FOREIGN CURRENCY INFORMATION</b>		All Drug Medi-Cal payments are made in U.S. dollars. This segment will not be sent.
	<b>REF</b>	<b>RECEIVER IDENTIFICATION</b>		The receiver for all Drug Medi-Cal 835s will be the payee. This segment will not be sent.
<b>1000A</b>	<b>N1</b>	<b>PAYER IDENTIFICATION</b>		
1000A	N102	Payer Name		ADP will always send "CALIFORNIA DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS" in this element.
	N103	Identification Code Qualifier		This element will not be sent.
	N104	Payer Identifier		This element will not be sent.
<b>1000B</b>	<b>N1</b>	<b>PAYEE IDENTIFICATION</b>		
1000B	N102	Payee Name		This element will be populated with the legal name of the payee as reflected in ADP records.
	N103	Identification Code Qualifier	XX	ADP will always send "XX" in this element.
	N104	Payee Identification Code		This will be the NPI provided to ADP to identify the payee; for organizations with more than one NPI it will be the one provided to ADP to identify the entity at the highest level.

Loop ID	Reference	Name	Codes	Notes/Comments
<b>1000B</b>	<b>REF</b>	<b>PAYEE ADDITIONAL IDENTIFICATION</b>		
1000B	REF01	Reference Identification Qualifier	TJ	ADP will always send "TJ" in this element.
<b>2100</b>	<b>CLP</b>	<b>CLAIM PAYMENT INFORMATION</b>		
2100	CLP02	Claim Status Code	1, 2, 3, 4, 22	As ADP does not forward claims to additional payers, or do predetermination pricing, only codes "1", "2", "3", "4", and "22" will be used by ADP.
	CLP06	Claim Filing Indicator Code	MC	ADP will always send "MC" in this element.
	CLP08	Facility Type Code		As ADP does not modify the Facility Code Type in adjudication, this element is never sent.
<b>2100</b>	<b>REF</b>	<b>OTHER CLAIM RELATED IDENTIFICATION</b>		
2100	REF01	Reference Identification Qualifier	1L, F8	On every Drug Medi-Cal claim reported on an 835 where the identified client was located on MEDS, ADP will return 1 iteration of this loop with the qualifier "1L".  On every Drug Medi-Cal Replacement claim reported on an 835, ADP will return 1 iteration of this loop with the qualifier "F8". Other correction claims will always retain the PCCN of the prior claim.
	REF02	Reference Identification		When REF01 is "1L", this will contain a concatenation of the two-digit aid code used in adjudication and the two-digit code identifying the county of responsibility.
<b>2100</b>	<b>REF</b>	<b>RENDERING PROVIDER IDENTIFICATION</b>		Additional rendering provider identification numbers do not affect adjudication of Drug Medi-Cal claims. This segment will not be sent.
<b>2100</b>	<b>DTM</b>	<b>STATEMENT FROM OR TO DATE</b>		Statement From and To Dates will always be provided at the service line level. This segment will not be sent.
<b>2100</b>	<b>DTM</b>	<b>CLAIM RECEIVED DATE</b>		ADP will send this segment for all claims.
<b>2100</b>	<b>AMT</b>	<b>CLAIM SUPPLEMENTAL INFORMATION</b>		
2100	AMT01	Amount Qualifier Code	AU, F5	Qualifiers "AU" and "F5" are the only values that will be sent for this element.
<b>2100</b>	<b>QTY</b>	<b>CLAIM SUPPLEMENTAL INFORMATION QUANTITY</b>		The quantities reported in this segment do not apply to Drug Medi-Cal. This segment will not be sent.
<b>2110</b>	<b>AMT</b>	<b>SERVICE SUPPLEMENTAL AMOUNT</b>		

Loop ID	Reference	Name	Codes	Notes/Comments
2110	AMT01	Amount Qualifier Code	B6	The only value that will be sent for this data element is "B6".

**005010X212 Health Care Claim Status Request**

Loop ID	Reference	Name	Codes	Notes/Comments
<b>2100A</b>	<b>NM1</b>	<b>PAYER NAME</b>		
2100A	NM109	Payer Identifier		ADP's Tax ID, "680290013", must be supplied here.
<b>2100B</b>	<b>NM1</b>	<b>INFORMATION RECEIVER NAME</b>		Always identify the county or direct provider on whose behalf the transaction set is being submitted.
2100B	NM109	Identification Code		ADP requires submitters to be identified by their Federal Tax ID.
<b>2000D</b>	<b>HL</b>	<b>SUBSCRIBER LEVEL</b>		
2000D	HL04	Hierarchical Child Code	0	The subscriber is always the patient for ADP.
<b>2000D</b>	<b>DMG</b>	<b>SUBSCRIBER DEMOGRAPHIC INFORMATION</b>		In Drug Medi-Cal, the subscriber is always the patient. This segment must always be sent.
<b>2100D</b>	<b>NM1</b>	<b>SUBSCRIBER NAME</b>		
2100D	NM102	Entity Type Qualifier	1	In Drug Medi-Cal, the subscriber is always an individual so "1" is the only acceptable value.
	NM108	Identification Code Qualifier	MI	"MI" is the only acceptable value.
	NM109	Subscriber Identifier		The primary identifier for all Drug Medi-Cal beneficiaries is the 9-digit Medi-Cal Client Index Number (CIN).
<b>2200D</b>	<b>TRN</b>	<b>CLAIM STATUS TRACKING NUMBER</b>		In Drug Medi-Cal, the subscriber is always the patient.
<b>2200D</b>	<b>REF</b>	<b>APPLICATION OR LOCATION SYSTEM IDENTIFIER</b>		ADP does not have application or location system identifiers. The information in this segment is not processed by Drug Medi-Cal.
<b>2200D</b>	<b>REF</b>	<b>GROUP NUMBER</b>		Information provided in this segment is not processed by ADP in Claim Status Request processing.

**005010X212 Health Care Information Status Notification**

Loop ID	Reference	Name	Codes	Notes/Comments
<b>2100A</b>	<b>NM1</b>	<b>PAYER NAME</b>		
2100A	NM103	Payer Name		ADP will always send "CALIFORNIA DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS" in this element.
2100A	NM108	Identification Code Qualifier	PI	SD/MC will always send "PI".
2100A	NM109	Payer Identifier		ADP will always send ADP's Tax ID.
<b>2000D</b>	<b>HL</b>	<b>SUBSCRIBER LEVEL</b>		
2000D	HL04	Hierarchical Child Code	0	The subscriber is always the patient for Drug Medi-Cal. ADP will always send "0".
<b>2200C</b>	<b>TRN</b>	<b>PROVIDER OF SERVICE TRACE IDENTIFIER</b>		
2200C	TRN02	Provider of Service Information Trace Identifier		ADP will always send "0" in this data element.
<b>2200D</b>	<b>STC</b>	<b>CLAIM LEVEL STATUS INFORMATION</b>		
2200D	STC08	Remittance Date		ADP will provide the date of a non-payment 835 when one has been issued.
	STC09	Remittance Trace Number		ADP will provide the Trace Number of a non-payment 835 when one has been issued.
<b>2200D</b>	<b>REF</b>	<b>VOUCHER IDENTIFIER</b>		ADP does not assign a voucher identifier to Drug Medi-Cal claims as part of the Drug Medi-Cal payment process. This segment will not be sent.
	NM109	Payer Identifier		ADP will always send ADP's Tax ID.

**005010X228 Health Care Claim Pending Status Information**

Loop ID	Reference	Name	Codes	Notes/Comments
<b>2100A</b>	<b>NM1</b>	<b>PAYER NAME</b>		
2100A	NM103	Payer Name		ADP will always send "CALIFORNIA DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS" in this element.
	NM108	Identification Code Qualifier	PI	SD/MC will always send "PI"
	NM109	Payer Identifier		ADP will always send ADP's Tax ID.

**005010X231 Implementation Acknowledgements**

Loop ID	Reference	Name	Codes	Notes/Comments
AK2	IK5	<b>TRANSACTION SET RESPONSE TRAILER</b>		
AK2	IK501	Transaction Set Acknowledgment Code	A, R, E	ADP rejects data at the lowest level to which errors can be isolated. Where errors exist that can be isolated to a level lower than the transaction set, ADP will accept the transaction set with errors, reporting an "E" in this segment, and reject any claims impacted by the error via Health Care Claim Acknowledgement (277) transaction set.  In all other circumstances, ADP will accept ("A") or reject ("R") the transaction set in its entirety.
	AK9	<b>FUNCTIONAL GROUP RESPONSE TRAILER</b>		
	AK901	Functional Group Acknowledge Code	A, R, E	ADP rejects data at the lowest level to which errors can be isolated. Where errors exist that can be isolated to a level lower than the functional group, ADP will accept the functional group with errors, reporting an "E" in this segment.  In all other circumstances, ADP will accept ("A") or reject ("R") the functional group in its entirety.

## 4 TI Additional Information

### 4.1 Business Scenarios

No business scenarios are needed.

### 4.2 Payer Specific Business Rules and Limitations

#### 4.2.1837 Transaction Set Claim Limitation

ADP requires trading partners to limit the number of CLM segments in a single Health Care Claim: Professional (837) transaction set to no more than 5000. Transaction sets containing more claims than this limit will be rejected.

#### 4.2.2 Claim Overpayment Recovery

ADP recoups overpayments either immediately using reversals and corrections as described in option 1, or using delayed recovery as described in option 3, of implementation guide 05010X221 (835) §1.10.2.17.

### 4.2.3 Other health Coverage (OHC) Billing Scenarios

#### 4.2.3.1 General Rule

Medi-Cal–eligible clients must exhaust benefits available through any other health coverage (OHC) available to the client before they are eligible to have services reimbursed through Medi-Cal, including DMC.

In general, this means that DMC providers must bill OHC carriers for services provided to DMC-eligible clients with OHC to the OHC carrier before billing DMC for reimbursement for those services, and may only bill DMC after the OHC has adjudicated the claim and either denied it for an acceptable reason (as described in ADP Bulletin #11-01) or issued partial payment. The results of the OHC carrier’s adjudication must be reported in the submitted DMC claim as specified in the applicable implementation guide (TR3.)

#### 4.2.3.2 Billing DMC without OHC billing results

##### 4.2.3.2.1 General rule for billing DMC without OHC results

In certain circumstances, ADP policy permits billing for DMC services without results from billing the OHC. Unless otherwise noted in more specific instructions, when billing such services trading partners should complete Loops 2320 and 2330A and 2330B with information for OHC carrier and subscriber, just as you would if the OHC carrier had been billed and adjudicated the claim, with the following exceptions:

1. Because the OHC carrier has not adjudicated the claim, do not provide the Loop 2320 CAS–Claim Level Adjustment segment.
2. Because the OHC carrier has not adjudicated the claim, do not provide the Loop 2320 AMT–Coordination of Benefits (COB) Payer Paid Amount segment.
3. Because ADP policy allows bypassing claim submission to the OHC carrier, provide the Loop 2320 AMT-Coordination of Benefits (COB) Total Non-Covered Amount segment.
4. Because the OHC carrier has not adjudicated the claim, do not provide the Loop 2320 AMT–Remaining Patient Liability segment.
5. Because the OHC carrier has not adjudicated the claim, do not provide the Loop 2320 MOA-Outpatient Adjudication Information segment.
6. Because the OHC carrier has not adjudicated the claim, do not provide the Loop 2330B DTP-Claim Check or Remittance Date, or any other segment in Loop 2330B with a situational rule referring to information provided by the other payer or relating to the other payer's adjudication of the claim.
7. Do not provide any of the loops providing provider information specific to the other payer (Loop 2330C, 2330D, 2330E, 2330F, and 2330G.)
8. Because the OHC carrier has not adjudicated the claim, do not provide service line level COB information (Loop 2430) for the bypassed payer for the service lines in this claim.

#### **4.2.3.2.2 Methadone Maintenance Treatment Services**

Per ADP Bulletin #12-03, claims for Methadone Maintenance Treatment Services (MMTS)—NTP Methadone Dosing, NTP Individual Counseling, and NTP Group Counseling—may be billed to DMC without the results of OHC adjudication where the provider has determined that the client does not have OHC benefits available for the services provided. These services should be billed following the general rule for billing DMC without OHC billing results.

#### **4.2.3.2.3 Minor Consent Services for clients with OHC**

When confidential Minor Consent services are provided to an eligible client who does not have a Minor Consent aid code, and the client has OHC available, the OHC does not need to be billed. These services should be billed following the general rule for billing DMC without OHC billing results.

#### **4.2.3.2.4 Presumed Denials**

In certain circumstances described in ADP Bulletin #11-01, ADP permits trading partners to presume that an OHC carrier has denied a claim for reimbursement for particular DMC services without receiving adjudication results for the specific services from the OHC carrier. In these circumstances, because the services have not been adjudicated by the OHC carrier, trading partners should bill the services according to the general rule for billing DMC without OHC results. Circumstances permitting billing based on a presumed denial include:

##### **4.2.3.2.4.1 Delayed or No OHC response**

Trading partners may presume that a claim submitted to an OHC carrier has been denied by the OHC carrier when the provider has billed the service to the carrier, as required, and at least 90 days have passed without a response from the OHC, provided that the requirements in ADP Bulletin #11-01 (in items #1 and #2 under “Delayed or No OHC Response”) are met.



If, after the claim has been billed to DMC, payment is received from the OHC, a Replacement Claim must be submitted to update the Coordination of Benefits (COB) information for the claim to reflect the payment received.

If, after the claim has been billed to DMC, a denial is received from the OHC for a reason which does not permit billing DMC (as described in ADP Bulletin #11-01), then a Void Claim must be submitted to retract the claim submitted based on the presumed denial.

#### **4.2.3.2.4.2 Prospective Denial Letter**

As stated in ADP Bulletin No. 11-01 (#3 and #4 under “Delayed or No OHC Response”), trading partners may presume that a claim submitted to an OHC carrier has been denied when they have received an acceptable notification that future claims meeting specific criteria will not be accepted. When a service is provided in circumstance covered by a notice meeting the requirements laid out in ADP Bulletin #11-01, providers may bill the service to DMC.

#### **4.2.3.2.5 OHC policies that do not apply to DMC**

Certain OHC policies are known to the State to categorically exclude coverage of the services provided through the DMC program, including Medicare and certain other OHC policies identified in State eligibility records with coding indicating that they do not have the type of coverage which might include DMC services. Which OHCs do and do not apply to DMC services is discussed in detail in ADP Bulletin #11-01. DMC services provided to clients with OHC that does not apply to DMC do not need to be billed to the OHC, and no information about the OHC needs to appear in DMC claims for such services.

### **4.2.3.3 Presumed Denials**

#### **4.2.3.3.1 General Rule for Presumed Denials**

In certain circumstances, ADP permits trading partners to presume that an OHC carrier has denied a claim for reimbursement for particular DMC services without receiving adjudication results for the specific services from the OHC.

#### 4.2.4 ICD-9 Codes

ICD-9-CM Diagnostic Code	ICD-9-CM Description
303.00	Acute Intoxication with Alcoholism
303.90	Other And Unspecified Alcohol Dependence - Unspecified
304.00	Opioid Type Dependence - Unspecified
304.10	Barbiturate And Similarly Acting Sedative Or Hypnotic Dependence - Unspecified
304.20	Cocaine Dependence - Unspecified
304.30	Cannabis Dependence - Unspecified
304.40	Amphetamine And Other Psychostimulant Dependence - Unspecified
304.50	Hallucinogen Dependence - Unspecified
304.60	Other Specified Drug Dependence - Unspecified
304.70	Combinations of Opioid Type Drug With Any Other - Unspecified
304.80	Combinations Of Drug Dependence Excluding Opioid Type Drug - Unspecified
304.90	Unspecified Drug Dependence - Unspecified
305.00	Alcohol Abuse - Unspecified
305.20	Cannabis Abuse - Unspecified
305.30	Hallucinogen Abuse - Unspecified
305.40	Barbiturate And Similarly Acting Sedative Or Hypnotic Abuse - Unspecified
305.50	Opioid Abuse - Unspecified
305.60	Cocaine Abuse - Unspecified
305.70	Amphetamine or Related Acting Sympathomimetic Abuse - Unspecified
305.80	Antidepressant Type Abuse - Unspecified
305.90	Other, Mixed, Or Unspecified Drug Abuse - Unspecified

#### 4.2.5 Adjustment Reason Codes

Group Code	Adjustment Reason Code	Health Remark Code	Adjustment Reason Code Description
CO	10	N/A	Beneficiary identified as perinatal-eligible (Loop 2000B PAT09 is "Y"), but MEDS indicates this client is male.
CO	11	N/A	Perinatal service billed, but beneficiary is not identified as perinatal-eligible (Loop 2000B PAT09 of "Y" not provided), or Daycare Rehabilitative service billed, but beneficiary is not EPSDT eligible per MEDS, and is not identified as perinatal-eligible (Loop 2000B PAT09 of "Y" not provided.)
CO	16	N354	The claim (Original/Void/Replacement) is an invalid bridge resubmission claim.
CO	18	N/A	This service is not allowed on the same date as a previously-approved service for this beneficiary without a valid multiple service procedure modifier.
CO	22	N/A	MEDS indicates this client has non-Medicare other health coverage, and the claim does not indicate that that coverage has been billed first.
CO	23	N/A	Coordination of benefits adjustment.
CO	29	N/A	Claim denied for late submission.
CO	31	N/A	Beneficiary aid code(s) do not indicate eligibility for Drug Medi-Cal services.
CO	45	N/A	Charges reduced because they exceed the maximum allowed given the established rate and the billed units of service.
CO	89	N/A	Administrative Fees retained by State.
CO	109	N/A	Claim denied because perinatal and non-perinatal services are billed together. Re-bill perinatal and non-perinatal services on separate claims.
CO	110	M52	Service date cannot be later than submission date.
CO	119	N345	Service line denied because a service (other than NTP counseling) was billed with a number of units different from the number of days billed.
CO	119	N362	Service denied because it would exceed limit of 20 units of NTP counseling service per month or it exceeds 1 unit of service for ODF, DCR (Day Care Rehabilitative), RES (Residential) or NAL (Naltrexone) beneficiary.
CO	129	N/A	The submitted Void or Replacement claim is not eligible to be Voided or Replaced.
CO	137	N/A	The Non-Federal portion of approved services to be paid with realignment funds.

Group Code	Adjustment Reason Code	Health Remark Code	Adjustment Reason Code Description
CO	138	N/A	Claim denied because service dates on claim include more than one calendar month. Re-bill in separate claims for each calendar month of service.
CO	143	N/A	Portion of payment for approved services deferred due to insufficient contract balance.
CO	163	N/A	Claim denied because it was submitted late, a delay reason code requiring certification was provided and a certification attachment was referenced in the claim, but the certification attachment either was not received or did not cover this claim.
CO	167	M76	Service line denied because no diagnosis pointer provided in SV107 references a covered diagnosis code for Drug Medi-Cal services.
CO	177	N/A	Claim denied because client is ineligible per MEDS.
CO	208	N257	Claim denied because Billing Provider EIN and NPI combination is not valid per ADP provider records.
CO	A1	N480	<p>Claim or service line denied because COB information provided is not balanced.</p> <p>At the claim level, the Total Claim Charge Amount provided in the Loop 2300 Claim Information (CLM) segment must equal the Other Payer Paid Amount reported in Loop 2320 plus the sum of all adjustment amounts reported in Claims Adjustment (CAS) segments in Loops 2320 and Line Adjustment (CAS) segments in 2430 for this other payer.</p> <p>At the service line level, the Line Item Charge Amount provided in the Loop 2400 Professional Service (SVC) segment must equal the Service Line Paid Amount provided in the Loop 2430 Line Adjudication Information (SVD) segment, plus the sum of all Adjustments Amounts reported in Line Adjustment (CAS) segments in Loop 2430.</p>
CO	A1	M51	Service line denied because the procedure codes and modifiers provided do not identify a Drug Medi-Cal service.
CO	A1	M59	Service line denied because service "to" date proceeds "from" date.
CO	A1	M80	This service is not allowed on the same date as one or more previously-approved services for this beneficiary.
CO	A1	N63	Service line denied because a service other than NTP Methadone Dosing was billed with a date range rather than a single date of service.
CO	A1	N142	Void/Replacement claim denied because the original claim is an invalid resubmission claim.
CO	A1	N421	Service line denied due to disallowance from post-service, post-payment utilization review.
CO	B7	N/A	Service line denied because the Service Facility Location was not a Drug Medi-Cal -certified site for the identified service on the date(s) of service.

Group Code	Adjustment Reason Code	Health Remark Code	Adjustment Reason Code Description
CO	B7	MA114	Service line denied because the Service Facility Location is not one for which the Billing Provider may submit claims for the date(s) of service.  If Service Facility Location provider type is 'Sole Proprietor' and the zip code +4 of SFL provider on claim/service line does not equal zip code +4 in ADP's provider file then deny service line.
OA	223		Lien and levy recovery
PI	223		Recoupement of State General Fund (SGF) due to realignment.
PR	1	N/A	Service line reimbursement adjusted due to share of cost collected reported by provider.

**4.2.6 Claim Supplemental Information – PWK Segment**

The PWK segment in Loop 2300 of the 837 transaction set is used to identify that the claim requires manual review of either eligibility documentation or specific delay reason codes. This will allow ADP to identify claims that need additional information sent, hold the claim until the paperwork is received, and to complete a manual override of a claim.

There are two situations where the presence of a PWK segment will cause the SD/MC Phase 2 system to act:

1. If there is documentary evidence that a beneficiary was actually eligible for a service that was previously (or would be) denied for eligibility reasons – the submitter may include a PWK segment with a report type code = “OZ” this will cause the claim to be routed for manual review prior to adjudication.
2. When a submitter uses specific late reason codes the submitter is required to include a PWK segment with report type code = “CT” for manual review of the claim prior to adjudication.

The following delay reason codes require the PWK segment:

HIPAA Delay Reason Code	HIPAA Description	Description	PWK Required?
8	Delay in Eligibility Determination	Circumstances beyond the control of the local program/provider regarding delay or error in the certification of Medi-Cal eligibility of the beneficiary by the state or county.	YES
4, 11	4 = Delay in Certifying Provider  11 = Other	Circumstances beyond the control of the local program/provider regarding delays caused by natural disaster, willful acts by an employee, delays in provider certification, or other circumstances that have been reported to the appropriate law enforcement or fire agency, when applicable.	YES

When using the PWK segment the following field values should be used:

Field Name	Field Value
PWK01	"OZ" or "CT"
PWK02	"BM" or "FX"
PWK05	"AC"
PWK06	A control number that ties the request, to the paper you will be sending via fax or mail.

### 4.3 Frequently Asked Questions

There are no frequently asked questions.

## 4.4 Other Resources

Drug Medi-Cal billing information can be found on ADP's Drug Medi-Cal billing webpage at [http://www.dhcs.ca.gov/services/adp/Pages/DMC\\_Billing.aspx](http://www.dhcs.ca.gov/services/adp/Pages/DMC_Billing.aspx)

## 5 TI Change Summary

Date	Version	Brief Description of Modifications
03/2011	V 1.1	5010 Companion Guide
11/15/2011	V 1.2	Added Methadone Dosing Code "H0020" to SV101-02 Procedure Code
11/15/2011	V 1.2	Deleted Table - 005010X214E2 Health Care Claim Acknowledgement
01/13/2012	V 1.3	Revised Section 4.2.3 to provide instructions for completing transactions for denied Narcotic Treatment Provider (NTP) claims due to Other Health Coverage (OHC), and submission of prospective NTP claims with OHC based on ADP Bulletin 12-03.
5/09/2012	V1.4	<ol style="list-style-type: none"> <li>1. Revised Section 3, Table 005010X222 Health Care Claim: Professional Loop 2300 CLM-Claim Information, CLM20 instructions for late claim.</li> <li>2. Revised Notes/Comments field Section 3, Table 005010X222 Health Care Claim: Professional Loop 2300 PWK and Loop 2400 PWK</li> <li>3. Added Section 4.2.6 - Claim Supplemental Information – PWK Segment.</li> <li>4. Revised Section 4.2.3.2.1 # 8, changed citation from Loop 2420 to Loop 2430.</li> </ol>
07/06/2012	V1.5	<ol style="list-style-type: none"> <li>1. Revised Section 6.1.2 to reflect new URL to submit EDI file as of July 1, 2012.</li> <li>2. Added 2 Adjustment Reason Codes (CO137 and COA1N480) to Section 4.2.5.</li> </ol>
11/08/2012	V1.6	5010 Companion Guide has been updated to meet the requirements addressed by ASCX12.

# **Short-Doyle Medi-Cal Phase II**

## **ADP**

**Standard Companion Guide Trading Partner  
Information**

**Instructions related to Transactions based on ASC  
X12 Implementation Guides, version 005010**

**Companion Guide Version Number: 1.0**  
**August 6, 2013**



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## Preface

Companion Guides (CG) may contain two types of data, instructions for electronic communications with the publishing entity (Trading Partner Information) and supplemental information for creating transactions for the publishing entity while ensuring compliance with the associated ASC X12 Implementation Guide (IG) (Transaction Instructions). Either the Trading Partner Information component or the Transaction Instruction component must be included in every CG. The components may be published as separate documents or as a single document.

The Trading Partner Information component is included in the CG when the publishing entity wants to convey the information needed to commence and maintain communication exchange.

The Transaction Instruction component is included in the CG when the publishing entity wants to clarify the IG instructions for submission of specific electronic transactions. The Transaction Instruction component content is limited by ASCX12’s copyrights and Fair Use statement.

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# Trading Partner Information (TP)

## 1 TP Introduction

### 1.1 Purpose

This document is intended to provide information from the author of this guide to trading partners to give them the information they need to exchange EDI data with the author. This includes information about registration, testing, support, and specific information about control record setup.

### 1.2 Scope

The scope of this guide is to provide instructions on how to use Control Segments/Envelopes and to list the type of Acknowledgements or Reports generated by the Short Doyle system. Process flow diagrams are also included.

### 1.3 Overview

[This section specifies how to use the various sub-sections of the section in combination with each other.]

### 1.4 References

Drug-Medical Providers gain access to Short Doyle to adjudicate EDI transactions via the Department of Health Care Service's (DHCS) Information Technology Web System (ITWS). Additional information on submitting and returning files via ITWS, including Enrollment information, is available and can be found at <https://itws.dhcs.ca.gov>.

### 1.5 Additional Information

There is no additional information at this time.

## 2 Getting Started

### 2.1 Working Together

Drug-Medical Providers may contact DHCS by phone or email using the contact information included in Section 5 of this Appendix.

## 2.2 Trading Partner Registration

An EDI Trading Partner is any entity (provider, billing service, software vendor, employer group, financial institution, etc.) that transmits electronic data to or receives electronic data from another entity.

Drug-Medical Providers register to be a Trading Partner through the IITWS enrollment process. Vendors register through the Drug-Medical Providers.

## 2.3 Trading Partner Testing and Certification Process

DHCS has no separate Testing and Certification process. All Trading Partners are eligible to submit test claims upon enrollment.

# 3 Testing and Certification Requirements

## 3.1 Testing Requirements

DHCS has no separate Testing requirements. All Trading Partners are eligible to submit test claims upon enrollment.

## 3.2 Certification Requirements

DHCS has no separate Certification requirements. All Trading Partners are eligible to submit EDI transactions upon enrollment.

# 4 Connectivity / Communications

## 4.1 Process flows

[This section contains process flow diagrams and appropriate text.]

## 4.2 Transmission Administrative Procedures

### Preparing EDI for Upload

EDI to be submitted to ADP must:

1. Be contained in ASCII text files named according to the following convention (bold portions are literal text):

**ADP-organization-transaction-date-sequence.DAT** where:

- *organization* is the identifier of the organization on ITWS through which the file will be sent (this will either be a two-digit county code or four-character Drug Medi-Cal identifier.)
  - *transaction* identifies the kind of X12 transaction set(s) that are included in the file (SDMC system limitations allow only one type of transaction in a single uploaded file, regardless of how many interchange envelopes or functional groups are included in the file.) This must be one of:
    - “837P” for Health Care Claim: Professional transaction sets, or
    - “276” for Health Care Claim Status Request transaction sets.
2. Have the ASCII text file included (with no other files) in a password-protected ZIP archive with the same filename as the ASCII text file, except that the “.DAT” extension is replaced with “.ZIP”.
  3. The password used to protect the ZIP archive must be the standard password for the organization on ITWS through which the file will be sent. The standard password is available on the ITWS “System Messages” screen.

### **Submitting EDI via ITWS**

To submit EDI prepared according to the preceding instructions to ADP:

1. Log on to ITWS (<https://itws.dhcs.ca.gov>) with your assigned user name and password.
2. From the *Systems* tab, select *Short-Doyle/Medi-Cal – EOB (for ADP)*.
3. From the *Functions* tab, select *Upload*.
4. Click the *Browse* or *Add* button to choose the zip file to upload.
5. Click the *Upload* button.
6. Select *Processing Status* link from the *Functions* tab to see the status of the file.

#### 4.2.1 Re-transmission procedures

If the file fails the HIPAA validation, the file must be resubmitted with a different file name. Please note that the submission date of a file that has failed the HIPAA validation will not be used for the subsequent re-submissions.

A new file name requires a new, signed MH1982A form only if the total dollar amount being claimed changes. Common problems that do not affect the total dollars being claimed include:

- a. One or more file names are constructed incorrectly.
- b. There is a mismatch between two or more file names (excluding the extension).
- c. The PDF or the DAT file is omitted from the compressed file.
- d. The compressed file is not password protected.
- e. An incorrect password was used to protect the compressed file.
- f. ITWS fails to successfully transmit a file.

In these cases, the submitter can fill in the "Revised File Name" block and use the revised form as part of their submittal.

#### 4.3 Communication Protocols

DHCS Information Technology Web Services ([ITWS](#)) website is the primary communication method to exchange the EDI transactions between trading partners and DHCS.

#### 4.4 Security Protocols

ITWS uses Hypertext Transfer Protocol Secure (HTTPS) protocol. Therefore, all the electronic communication between trading partner computers and ITWS web server is encrypted.

## 5 Contact information

### 5.1 EDI Customer Service

[This section contains detailed information concerning EDI Customer Service, including contact numbers.]

### 5.2 EDI Technical Assistance

[This section contains detailed information concerning EDI Technical Assistance, including contact numbers.]

### 5.3 Provider Services

[This section contains detailed information concerning Provider Services, including contact numbers.]

### 5.4 Applicable websites / e-mail

[This section contains detailed information about useful web sites and email addresses.]

## 6 Control Segments / Envelopes

### 6.1 ISA-IEA

Loop ID	Reference	Name	Codes	Cat.	Notes/Comments
	ISA	<b>INTERCHANGE CONTROL HEADER</b>		2	All outbound EDI from ADP will use the following separators: "*" (Asterisk) Data Element Separator ":" (Colon) Component element Separator "~" (Tilde) Segment Terminator "^" (Caret) Repetition Separator
	ISA01	Authorization Information Qualifier		3	This data element is not processed by SDMC.
	ISA02	Authorization Information		3	This data element is not processed by SDMC.
	ISA03	Security Information Qualifier		3	This data element is not processed by SDMC.
	ISA04	Security		3	This data element is not processed by SDMC.



Loop ID	Reference	Name	Codes	Cat.	Notes/Comments
		Information			
	ISA05	Interchange ID Qualifier	30	2	ADP requires Interchange Senders and Receivers to be identified by Federal Tax ID exclusively.
	ISA06	Interchange Sender ID		2	ADP requires Interchange Senders and Receivers to be identified by Federal Tax ID exclusively. On EDI submitted to ADP, always identify the county or direct contract provider on whose behalf the EDI is being submitted. Trading partners must not include hyphens in the Tax ID.
	ISA07	Interchange ID Qualifier	30	2	ADP requires Interchange Senders and Receivers to be identified by Federal Tax ID exclusively.
	ISA08	Interchange Receiver ID		2	ADP requires Interchange Senders and Receivers to be identified by Federal Tax ID exclusively.
	ISA11	Repetition Separator		2	All outbound EDI from ADP will use the caret (“^”) as the Repetition Separator.
	ISA16	Component Element Separator		2	All outbound EDI from ADP will use the colon (“:”) as the Component Element Separator.

## 6.2 GS-GE

Loop ID	Reference	Name	Codes	Cat.	Notes/Comments
	<b>GS</b>	<b>FUNCTIONAL GROUP HEADER</b>			
	GS02	Application Sender Code		2	ADP requires Application Senders and Receivers to be identified by their Federal Tax ID exclusively. Do not include hyphens in the Tax ID.
	GS03	Application Receiver Code			ADP requires Application Senders and Receivers to be identified by their Federal Tax ID exclusively. Do not include hyphens in the Tax ID.
	<b>TA1</b>	<b>INTERCHANGE ACKNOWLEDGEMENT</b>			
	TA104	Interchange Acknowledgement Code	A, R	6, 8	ADP will always reject an interchange where errors are noted, so “A” and “R” are the only values that will be returned for this element.

### 6.3 ST-SE

There are no additional instructions at this time.

## 7 Acknowledgements and Reports

Loop ID	Reference	Name	Codes	Cat.	Notes/Comments
	TA1	<b>INTERCHANGE ACKNOWLEDGE MENT</b>			
	TA104	Interchange Acknowledgement Code	A, R	6, 8	ADP will always reject an interchange where errors are noted, so "A" and "R" are the only values that will be returned for this element.

### 7.1 ASC X12 Acknowledgments

Short-Doyle Phase II system returns the following X12 acknowledgements upon receipt of an EDI file.

- Interchange Acknowledgment, TA1
- Implementation Acknowledgment, 999

### 7.2 Report Inventory

Short-Doyle Phase II system returns the following proprietary acknowledgements upon receipt of an EDI file.

- SNIP Report (html format)

## 8 Additional Trading Partner Information

### 8.1 Implementation Checklist

There is no information at this time.

### 8.2 Transmission Examples

There is no information at this time.

### 8.3 Trading Partner Agreement

EDI Trading Partner Agreements ensure the integrity of the electronic transaction process. The Trading Partner Agreement is related to the electronic exchange of information, whether the agreement is an entity or a part of a larger agreement, between each party to the agreement.

For example, a Trading Partner Agreement may specify among other things, the roles and responsibilities of each party to the agreement in conducting standard transactions.

[This section may also contain the publishing entity's actual Trading Partner Agreement or a link to a copy of the trading partner agreement.]

### 8.4 Frequently Asked Questions

There is no information at this time.

### 8.5 Other Resources

There is no information at this time.

## 9 TP Change Summary

Version	Date	Section(s) changed	Change Summary
1.0	8/24/2012	All	Initial Version

**System Requirements - Attachment\_Ref\_04**

**"Non\_Drug\_Medical\_Billing\_Transaction\_Layout\_Standard\_Companion\_Guide"**

# SUBSTANCE ABUSE PREVENTION AND CONTROL

## NON DRUG MEDICAL BILLING TRANSACTION LAYOUT STANDARD COMPANION GUIDE



Version 7.2

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

Non Drug Medical Billing Transaction Layout Following the 837P Format

Change Record

Version	Date	Changes, Comments
Version 7.1	7/19/2013	Added Scope of Work Modifier selections to SV101-05 Procedure Modifier  Added additional selections to CN104 Reference Identification for new contract Statement of Works.
Version 7.2	5/6/2016	Added additional selections to CN104 Reference Identification for new contract Statement of Works: 71: General Program Services - C3 72:

Non Drug Medical Billing Transaction Layout Following the 837P Format

Loop ID	Reference	Name	Codes	Notes/Comments
	<b>ISA</b>	<b>INTERCHANGE CONTROL HEADER</b>		All outbound EDI will use the following separators: "*" (Asterisk) Data Element Separator ":" (Colon) Component element Separator "~" (Tilde) Segment Terminator "^" (Caret) Repetition Separator
	ISA01	Authorization Information Qualifier		This data element is not processed.
	ISA02	Authorization Information		This data element is not processed.
	ISA03	Security Information Qualifier		This data element is not processed.
	ISA04	Security Information		This data element is not processed.
	ISA05	Interchange ID Qualifier	30	Federal Tax ID Code.
	ISA06	Interchange Sender ID		Actual Federal Tax ID Number.
	ISA07	Interchange ID Qualifier	ZZ	SAPC Mutually Defined Code.
	ISA08	Interchange Receiver ID	SAPC001	SAPC ID Number.
	ISA11	Repetition Separator		All outbound EDI will use the caret ("^") as the Repetition Separator.
	ISA16	Component Element Separator		All outbound EDI will use the colon (":") as the Component Element Separator.
	<b>GS</b>	<b>FUNCTIONAL GROUP HEADER</b>		
	GS02	Application Sender Code		Actual Federal Tax ID Number.
	GS03	Application Receiver Code	SAPC001	SAPC ID Number.

Non Drug Medical Billing Transaction Layout Following the 837P Format

Loop ID	Reference	Name	Codes	Notes/Comments
	<b>BHT</b>	<b>BEGINNING OF HIERARCHICAL TRANSACTION</b>		
	BHT06	Claim or Encounter Identifier	CH	"CH"
<b>1000A</b>	<b>NM1</b>	<b>SUBMITTER NAME</b>		Identify the provider name whose behalf the transaction set is being submitted.
1000A	NM109	Submitter Identifier		Federal Tax ID
<b>1000B</b>	<b>NM1</b>	<b>RECEIVER NAME</b>		
1000B	NM103	Receiver Name		SAPC
	NM109	Receiver Primary Identifier		SAPC001
<b>2000A</b>	<b>PRV</b>	<b>BILLING PROVIDER SPECIALTY INFORMATION</b>		N/A
<b>2000A</b>	<b>CUR</b>	<b>FOREIGN CURRENCY INFORMATION</b>		N/A
<b>2010AC</b>	<b>NM1</b>	<b>PAY-TO PLAN NAME</b>		N/A
<b>2000B</b>	<b>HL</b>	<b>SUBSCRIBER HIERARCHICAL LEVEL</b>		Client/Participant is the subscriber.
2000B	HL04	Hierarchical Child code	0	Client/Participant is the subscriber.
<b>2000B</b>	<b>SBR</b>	<b>SUBSCRIBER INFORMATION</b>		Client/Participant is the subscriber.
2000B	SBR02	Individual Relationship Code	18	The patient is always the subscriber.
	SBR03	Subscriber Group or Policy Number		N/A
	SBR04	Subscriber Group Name		.N/A
	SBR05	Insurance Type Code		N/A
	SBR09	Claim Filing Indicator Code	ZZ	Mutually defined
<b>2000B</b>	<b>PAT</b>	<b>PATIENT INFORMATION</b>		
2000B	PAT07	Unit of Basic or measurement Code		N/A
	PAT08	Patient Weight		N/A
	PAT09	Pregnancy Indicator		The pregnancy indicator is required where the client is known to the provider to be either pregnant or postpartum as defined in 22 CCR § 51341.1(b) (18). The indicator will be used for statistical purposes, and for



Non Drug Medical Billing Transaction Layout Following the 837P Format

Loop ID	Reference	Name	Codes	Notes/Comments
				adjudicating claims for which the client's perinatal eligibility is relevant.
<b>2010BA</b>	<b>NM1</b>	<b>SUBSCRIBER NAME</b>		
2010BA	NM102	Entity Type Qualifier		"1"
	NM108	Identification Code Qualifier	MI	Member identification number
	NM109	Subscriber Primary identifier		This will be dependent of funding source. For CalWORKs and GR use DPSS case number. For DCFS use DCFS case number. For AB109 use probation number. For CIW and PSN use CDC ID number. For My Health LA (MHLA) use MHLA patient ID (Pre-fill the first six digits with "319002". Note MHLA patients can only be billed by General Program Services (01) Statement of Work.
<b>2010BA</b>	<b>N3</b>	<b>SUBSCRIBER ADDRESS</b>		Situational Required for My Health LA patients
2010BA	N301	Subscriber Address Line		"Homeless" or "Unknown" may be used if appropriate.
<b>2010BA</b>	<b>N4</b>	<b>SUBSCRIBER CITY, STATE, ZIPCODE</b>		Situational
2010BA	N401	Subscriber City Name		If unknown or in case of homeless subscribers, use the billing provider's city.
	N403	Subscriber Postal Zone or Zip Code		If unknown or in case of homeless subscribers, use the billing provider's postal code.
<b>2010BA</b>	<b>DMG</b>	<b>SUBSCRIBER DEMOGRAPHIC INFORMATION</b>		
	DMG02	Date of Birth		Patient's date of birth
	DMG03	Gender		Patient's Gender
<b>2010BA</b>	<b>REF</b>	<b>SUBSCRIBER SECONDARY IDENTIFICATION</b>		For CalWORKs, GR, and DCFS use Social Security Number (SY). For AB109 uses California CII (CI) number or if it's not available then use the TCPX (TX) number.
<b>2010BA</b>	<b>REF</b>	<b>PROPERTY AND CASUALTY CLAIM #</b>		N/A
<b>2010BA</b>	<b>PER</b>	<b>PROPERTY AND CASUALTY SUBSCRIBER CONTACT INFORMATION</b>		N/A
<b>2010BB</b>	<b>NM1</b>	<b>PAYER NAME</b>		
2010BB	NM103	Payer Name		SAPC
	NM109	Payer Identifier		SAPC001
<b>2000BB</b>	<b>N3</b>	<b>PAYER ADDRESS</b>		N/A
<b>2000BB</b>	<b>REF</b>	<b>PAYER SECONDARY IDENTIFICATION</b>		N/A

Non Drug Medical Billing Transaction Layout Following the 837P Format

Loop ID	Reference	Name	Codes	Notes/Comments
<b>2000C</b>	<b>HL</b>	<b>PATIENT HIERARCHICAL LEVEL</b>		N/A
<b>2300</b>	<b>CLM</b>	<b>CLAIM INFORMATION</b>		
2300	CLM07	Assignment or Plan Participation Code		N/A
	CLM11	Related Causes Information		N/A
	CLM12	Special Program Code		N/A
	CLM20	Delay Reason Code		N/A
<b>2300</b>	<b>DTP</b>	<b>DATE – INITIAL TREATMENT DATE</b>		N/A
<b>2300</b>	<b>DTP</b>	<b>DATE – ACCIDENT</b>		N/A
<b>2300</b>	<b>DTP</b>	<b>DATE – DISABILITY DATES</b>		N/A
<b>2300</b>	<b>DTP</b>	<b>DATE – LAST WORKED</b>		N/A
<b>2300</b>	<b>DTP</b>	<b>DATE – AUTHORIZED RETURN TO WORK</b>		N/A
<b>2300</b>	<b>DTP</b>	<b>DATE – ADMISSION</b>		Client's admission date
<b>2300</b>	<b>DTP</b>	<b>DATE – DISCHARGE</b>		Client's discharge date
<b>2300</b>	<b>PWK</b>	<b>CLAIM SUPPLEMENTAL INFORMATION</b>		N/A
<b>2300</b>	<b>AMT</b>	<b>PATIENT AMOUNT PAID</b>		
2300	AMT02	Patient Amount Paid		This amount includes any amount actually paid as well as any amount for which the provider accepts the patient's obligation to pay.
<b>2300</b>	<b>REF</b>	<b>SERVICE AUTHORIZATION EXCEPTION CODE</b>		N/A
<b>2300</b>	<b>REF</b>	<b>REFERRAL NUMBER</b>		N/A
<b>2300</b>	<b>REF</b>	<b>PRIOR AUTHORIZAITON</b>		N/A
<b>2300</b>	<b>REF</b>	<b>CLAIM IDENTIFICATION FOR TRANSMISSION INTERMEDIARIES</b>		N/A
<b>2300</b>	<b>REF</b>	<b>DEMONSTRATION PROJECT IDENTIFIER</b>		N/A
<b>2300</b>	<b>NTE</b>	<b>CLAIM NOTE</b>		N/A
<b>2300</b>	<b>HI</b>	<b>HEALTH CARE DIAGNOSIS CODE</b>		Principal diagnosis code

Non Drug Medical Billing Transaction Layout Following the 837P Format

Loop ID	Reference	Name	Codes	Notes/Comments
<b>2310A</b>	<b>NM1</b>	<b>REFERRING PROVIDER NAME</b>		N/A
<b>2310B</b>	<b>NM1</b>	<b>RENDERING PROVIDER NAME</b>		Situational
2310B	NM102	Entity Type Qualifier		Situational
	NM109	Rendering Provider Identifier		Situational
<b>2310B</b>	<b>PRV</b>	<b>RENDERING PROVIDER SPECIALTY INFORMATION</b>		N/A
<b>2310B</b>	<b>REF</b>	<b>RENDERING PROVIDER SECONDARY IDENTIFICATION</b>		N/A
<b>2310C</b>	<b>NM1</b>	<b>SERVICE FACILITY LOCATION NAME</b>		Location of services provided
2310C	NM108	Identification Code Qualifier		Situational
	NM109	Laboratory or Facility Primary Identifier		Location NPI
<b>2310C</b>	<b>REF</b>	<b>SERVICE FACILITY LOCATION SECONDARY IDENTIFICATION</b>		N/A
<b>2320</b>	<b>AMT</b>	<b>COORDINATION OF BENEFITS TOTAL NON-COVERED AMOUNT</b>		N/A
<b>2400</b>	<b>SV1</b>	<b>PROFESSIONAL SERVICE</b>		
2400	SV101-01	Product or Service ID Qualifier		Services are described exclusively with HCPCS codes, so only "HC" should be used here.
	SV101-02	Procedure Code		99203: Physical Evaluation/Exam 99204: Physical Evaluation/Exam H0001: Assessment H0003: Laboratory Analysis H0004: Individual Counseling H0005: Group Counseling H0006: Case Management H0010: Sub-Acute Detoxification (Medically Monitored) H0012: Sub-Acute Detoxification (Clinically Managed) H0015: Day Care Habilitative Treatment H0016: Medical Intervention in an Ambulatory Setting H0020: Methadone Administration H0022: Intervention Services H0048: Alcohol and/or Drug Testing

Non Drug Medical Billing Transaction Layout Following the 837P Format

Loop ID	Reference	Name	Codes	Notes/Comments
				H0049: Alcohol and/or Drug Screening H0050: Brief Intervention J2315: Naltrexone (Dose) S9976: Lodging T1007: Treatment Plan Development/Modification T1012: Skills Development X9999: Residential Room and Board
	SV101-03	Procedure Modifier	HH,HD, H9,HL, HI,L1, L2,L3	If applicable, use the appropriate procedure modifier
	SV101-04	Procedure Modifier		Situational
	SV101-05	Procedure Modifier		<p>Scope of Work Modifier:</p> <p>01: Alcohol and Drug Free Living Center (ADFLC) 02: Community Assessment and Services Center 03: Day Care Habilitative/Day Care Rehabilitative 04: Homeless Day Care 06: Medication-Assisted Treatment 07: Outpatient Counseling (OC) 08: Outpatient Drug Court Treatment and Recovery Services 09: Perinatal Case Management 10: Perinatal Day Care Habilitative 11: Perinatal Outpatient Counseling 12: Perinatal Satellite Housing 13: Residential Medical Detoxification 14: Residential Treatment (RS) 15: Community Assessment and Services Center-In-Custody and Community Transitional Unit Services 18: Medication Assisted Treatment – Medication Administration 19: Medication Assisted Treatment (Medication) 23: Outpatient Narcotic Treatment Program Detoxification 24: Perinatal Residential Habilitative 25: Perinatal Residential Treatment 31: Treatment Services for Youth and Young Adults (Residential) 32: Medication Assisted Treatment/Supportive Services (No Medication) 33: In-Custody Behavioral Health, Mental Health, and Substance Use 34: Post-release Outpatient Case Management and Treatment 35: Mental Health Service Act, Prevention and Early Intervention Project (MHSA-PEI) Early Care and Support for Transition-Age Youth (Non-Residential Services) 36: Day Care Habilitative Services (Federal Drug/Medi-Cal) 37: Narcotic Treatment Program Services (Federal Drug/Medi-Cal) 38: Outpatient Drug Free Services (Federal Drug/Medi-Cal) 39: Perinatal Day Care Habilitative Services (Federal Drug/Medi-Cal) 40: Perinatal Narcotic Treatment Program Services (Federal Drug/Medi-Cal) 41: Perinatal Outpatient Drug Free Services (Federal Drug/Medi-Cal) 42: Perinatal Residential Habilitative Services (Fedearl Drug/Medi-Cal) 43: Central Intake and Coordination Services (Parolee Services Network)</p> <p>For Drug Court Services Statement of Work (Family and Dependency Drug Court (FDDC), Adult Drug Court (ADC)): 44: ADFLC-FDDC 45: ADFLC-ADC 46: OC-FDDC 47: OC-ADC 48: RS-FDDC 49: RS-ADC</p>

Non Drug Medical Billing Transaction Layout Following the 837P Format

Loop ID	Reference	Name	Codes	Notes/Comments
				50: Outpatient Juvenile Drug Court Services (Juvenile Drug Court) 51: Residential Treatment (Juvenile Drug Court)  <b>52: Do Not Use</b>  53: Community Centered Emergency Room Project 54: Comprehensive Prevention Services 55: Strategic Prevention Framework - State Incentive Grant 56: Environmental Prevention Services 57: Friday Night Live 58: Evaluation Services 59: First Offender DUI Program 60: Multiple Offender DUI Program 61: Third Or Subsequent DUI Program 62: Penal Code 1000 - Certified Deferred Entry of Judgment Program 63: Intensive Outpatient Treatment (Federal Drug/Medi-Cal) 64: Perinatal Intensive Outpatient Treatment (Federal Drug/Medi-Cal) 65: Program Medi-Cal Outreach and Enrollment Assistance Project (Community Assessment and Services Center) 66: Alcohol and Drug Services Agreement (Evaluation Services - SAMHSA) 67: Alcohol and Drug Services Agreement (Evaluation Services - Drug/Medi-Cal) 68: Alcohol and Drug Services Agreement (Evaluation Services) 69: Alcohol and Drug Services Agreement (Evaluation Services - First 5 LA) 70: Alcohol and Drug Services Agreement (Evaluation Services - Womens Re-entry Program)
	SV101-06	Procedure Modifier		Situational
Loop ID	Reference	Name	Codes	Notes/Comments
	SV103	Units of Basis for Measurement Code	UN	Services must always be billed in units of service. "UN" is the only acceptable value.
	SV104	Service Unit Count		Claims are processed in whole units of service. If a decimal is used, the fractional units will be denied and the whole number portion considered for reimbursement
<b>2400</b>	<b>DTP</b>	<b>DATE – SERVICE DATE</b>		
2400	DTP03	Service Date		A date range in which the —To and From   dates are not the same is only acceptable for NTP Methadone Dosing and Residential services. Billing such a date range for other services will result in service denial
<b>2400</b>	<b>CN1</b>	<b>Contract Information</b>		
	CN104	Reference Identification		Complete contract number and “_” statement of work identifier. For examples PH-111111_04 (For Drug Medi-Cal) PH-222222_11 (For General Relief) PH-333333_23 (For CalWORKs)  01: General Program Services 02: SAMHSA/BJA Drug Court 03: AB 109 04: Drug Medi-Cal 05: CalWORKs Homeless Families Project 06: CalWORKs Asian-Pacific islander Communities Targeted Outreach Program

Non Drug Medical Billing Transaction Layout Following the 837P Format

Loop ID	Reference	Name	Codes	Notes/Comments
				07: CalWORKs Residential medical Detoxification Service 08: Department of Children and Family Services 09: Methamphetamine Services 10: Drug Court Services 11: General Relief 12: General Program Services (Medication-Assisted Treatment) 13: Female Offender Program 14: Perinatal Programs 15: Women's and Children's Residential Treatment Program 16: First 5 Program 17: Community Assessment and Services Center Program – AB109 18: Mental Health Services Act, Prevention and Early Intervention Project 19: Juvenile Justice Crime Prevention Act Program 20: Title IV-E Capped Allocation Demonstration Project 21: In-custody Probation Camp Services 22: Training and Technical Assistance Services 23: CalWORKs 24: Adolescent Intervention, Treatment, and Recovery Programs Prevention and Treatment Services 25: In-custody Drug Offender Treatment Services
	CN104	Reference Identification		26: Community Assessment and Services Center Program – CalWORKs 27: Community Assessment and Services Center Program – DCFS 28: Community Assessment and Services Center Program – First 5 29: Community Assessment and Services Center Program – General Population 30: Community Assessment and Services Center Program – General Relief 31: Community Assessment and Services Center Program – PC1210 32: Parolee Services Network 35: Pre- and Post-Release Treatment Services (Re-entry Population) 36: Community Centered Emergency Room Project 37: General Program Services (HIV Set-Aside) 38: AB109 - Medication-Assisted Treatment 39: CASC - AB109 (HUB) 40: CASC - AB109 (Area Office) 42: Adolescent Intervention, Treatment, and Recovery Programs Prevention and Tx Services (HIV Set-Aside) 45: CASC - General Relief (HEP - Spring Street) 46: Community Assessment and Services Center Program - General Relief (HEP - San Gabriel Valley) 47: Drug Court Services - Superior Drug Court 48: CASC - General Population (DMH/UCC) 49: CASC - General Population (Project 50) 50: CASC - General Population (CCH/Leavey Center) 51: CASC - General Population (DRC) 52: CASC - General Population (DMH/OVP) 53: CASC - PC1210 and 3063.1 (SPA1) 54: CASC - PC1210 and 3063.1 (SPA2) 55: General Program Services (HEP - Spring Street) 56: General Program Services (HEP - San Gabriel Valley) 64: General Program Services (Hollywood Homeless Collaborative) 65: Drug Court Services - Edward Byrne Memorial Justice Assistance Grant

Non Drug Medical Billing Transaction Layout Following the 837P Format

Loop ID	Reference	Name	Codes	Notes/Comments
				66: Community Assessment and Services Center Program - General Population (HEP - Spring Street) 67: Community Assessment and Services Center Program - General Population (HEP - San Gabriel Valley) 68: Community Assessment and Services Center Program - General Population (HEP - Hollywood Collab) 69: Alcohol and Other Drug Prevention Services - Comprehensive Prevention Services 70: Alcohol and Other Drug Prevention Services - Strategic Prevention Framework - State Incentive Grant 71: Alcohol and Other Drug Prevention Services - Environmental Prevention Services 72: Alcohol and Other Drug Prevention Services - Friday Night Live 73: Alcohol and Other Drug Prevention Services - Evaluation Services 74: Driving Under the Influence 75: Penal Code 1000 - Certified Deferred Entry of Judgment Program 76: Community Assessment and Services Center Program Medi-Cal Outreach and Enrollment Assistance Project 77: Community Assessment and Services Center Program - General Population (HIV Set-Aside) 78: Alcohol and Other Drug Prevention Services - Comprehensive Prevention Services (Torrance) 79: Alcohol and Other Drug Prevention Services - Comprehensive Prevention Services (Beach Cities) 80: Alcohol and Other Drug Prevention Services - Comprehensive Prevention Services (Hollywood) 81: General Program Services - RDTX AB109 82: Community Assessment and Services Center Program - GPS (HEP-SGV-HIV Set-Aside) 83: Community Assessment and Services Center Program - GPS (HEP-Spring St-HIV Set-Aside) 84: Womens Re-Entry Program 85: (71 in EBS): General Program Services - C3 86: Community Assessment and Services Center Program - General Population (C3)
<b>2400</b>	<b>NTE</b>	<b>LINE NOTE</b>		N/A
<b>2410</b>	<b>LIN</b>	<b>DRUG IDENTIFICATION</b>		N/A
Loop ID	Reference	Name	Codes	Notes/Comments
<b>2420A</b>	<b>NM1</b>	<b>RENDERING PROVIDER NAME</b>		Situational
2420A	NM108	Entity Type Qualifier		Situational
	NM109	Rendering Provider Identifier		Situational
<b>2420A</b>	<b>PRV</b>	<b>RENDERING PROVIDER</b>		N/A

Non Drug Medical Billing Transaction Layout Following the 837P Format

Loop ID	Reference	Name	Codes	Notes/Comments
		<b>SPECIALTY INFORMATION</b>		
<b>2420A</b>	<b>REF</b>	<b>RENDERING PROVIDER SECONDARY IDENTIFICATION</b>		N/A
<b>2420C</b>	<b>NM1</b>	<b>SERVICE FACILITY LOCATION NAME</b>		N/A
2420C	NM108	Identification Code Qualifier		N/A
	NM109	Laboratory or Facility Primary Identifier		N/A



**System Requirements - Attachment\_Ref\_05 "Claim Denial Summary"**

**LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL  
CIS**

Welcome **rrunner!**  
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Wednesday, September 07, 2016

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### Unprocessed Original Denied Claims Summary (Not Replaced or Discontinued)

Fiscal Year	ProcedureCode	Mod1	Mod2	CAS01	CAS02	CAS05	LQ02	Claims	UOS	Amount
FY20112012	H0004	HG		CO	22			3	17	236.47

### Unprocessed Non-Original Denied Claims Summary (Not Replaced or Discontinued)

**No Record Found**

If there's no activity, you will be logged out in **13 :43**

**System Requirements - Attachment\_Ref\_06 "Service Summary and Forecast"**

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
 SUBSTANCE ABUSE PREVENTION AND CONTROL  
 STATEMENT OF WORK FULL YEAR ESTIMATE BY STATEMENT OF WORK FISCAL YEAR 2016-2017 (Excluding CalWORKs AND TTC/SFVMH Subcontracts)  
 As of: 9/7/2016 4:35:56 PM

Agency	Contract Number	Encumbrance Number	SOW	Contract Amount	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD Billed Submitted	YTD Voids	YTD PAID	YTD With Holding	YTD Recoup	YTD Actual Paid	YTD Billed %	Monthly Avg Billed (including Jul)	FYE	FYE Utilized %	Potential (Under)/Over Utilization
2ND CHANCE FOR RECOVERY, INC.			Total	1,195,977	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(1,195,977)
ADDITION RESEARCH AND			Total	8,927,141	919,592.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	919,592.73	0.00	919,592.73	(63,506.00)	(18,032.95)	838,053.78	10.3%	919,593	11,035,113	123.6%	2,107,972
AEGIS TREATMENT CENTERS, LLC			Total	4,707,210	389,451.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	389,451.60	0.00	389,451.60	0.00	(8,686.86)	380,764.74	8.3%	389,452	4,673,419	99.3%	(33,791)
ALCOHOLISM CENTER FOR WOMEN, INC.			Total	1,524,285	109,090.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	109,090.05	0.00	95,339.77	0.00	0.00	95,339.77	7.2%	109,090	1,309,081	85.9%	(215,204)
ALCOHOLISM COUNCIL OF ANTELOPE			Total	99,667	8,720.00	8,720.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,440.00	0.00	8,305.58	(1,308.00)	0.00	6,997.58	17.5%	8,720	104,640	105.0%	4,973
ALTAMED HEALTH SERVICES			Total	860,913	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(860,913)
AMERICAN HEALTH SERVICES LLC			Total	3,408,328	308,768.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	308,768.95	0.00	308,768.95	0.00	(14,838.49)	293,930.46	9.1%	308,769	3,705,227	108.7%	296,899
AMERICAN INDIAN CHANGING SPIRITS			Total	526,631	41,562.57	32,593.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	74,155.71	0.00	41,562.57	0.00	0.00	41,562.57	14.1%	41,563	498,751	94.7%	(27,880)
ANTELOPE VALLEY REHABILITATION			Total	50,000	1,158.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,158.42	0.00	0.00	0.00	0.00	0.00	2.3%	1,158	13,901	27.8%	(36,099)
ASIAN AMERICAN DRUG ABUSE PROGRAM, INC.	PH-002748	67607	Alcohol and Other Drug Prevention Services - Comprehensive Prevention Services	325,142	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,212.87	0.00	0.00	0.00	0.0%	0	0	0.0%	(325,142)
	PH-002749	67245	Alcohol and Other Drug Prevention Services - Environmental Prevention Services	716,468	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42,952.78	0.00	0.00	0.00	0.0%	0	0	0.0%	(716,468)
	PH-002961	65004	Adolescent Intervention, Treatment, and Recovery Programs Prevention and Treatment Services	1,681,581	122,125.72	117,892.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	240,017.86	0.00	122,125.72	0.00	0.00	122,125.72	14.3%	122,126	1,465,509	87.2%	(216,072)
		65004	CalWORKs Asian-Pacific Islander Communities Targeted Outreach Program	100,000	8,069.22	8,385.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,454.88	0.00	8,069.22	0.00	0.00	8,069.22	16.5%	8,069	96,831	96.8%	(3,169)
		65004	Department of Children and Family Services (DCFS)	257,207	15,894.31	14,408.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,302.73	0.00	13,586.24	0.00	0.00	13,586.24	11.8%	15,894	190,732	74.2%	(66,475)
		65004	Drug Court Services	270,489	47,399.64	52,640.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,039.89	0.00	22,540.75	0.00	0.00	22,540.75	37.0%	47,400	568,796	210.3%	298,307
		65004	General Program Services	915,151	67,980.24	68,841.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	136,821.48	(944.77)	68,831.23	0.00	0.00	68,831.23	15.0%	67,980	815,763	89.1%	(99,388)
		65004	General Relief	224,699	25,786.68	24,234.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,021.65	0.00	18,724.92	0.00	0.00	18,724.92	22.3%	25,787	309,440	137.7%	84,741
		65004	Perinatal Programs	720,145	43,680.58	57,991.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	101,671.69	(2,833.31)	46,513.89	0.00	0.00	46,513.89	14.1%	43,681	524,167	72.8%	(195,978)
		65004	Title IV-E Capped Allocation Demonstration Project	61,560	5,107.51	5,456.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,564.17	0.00	5,107.51	0.00	0.00	5,107.51	17.2%	5,108	61,290	99.6%	(270)
	PH-003051	66813	Drug Medi-Cal	200,000	2,806.14	4,209.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,015.46	0.00	2,806.14	0.00	(701.53)	2,104.61	3.5%	2,806	33,674	16.8%	(166,326)
			Total	5,472,442	338,850.04	354,059.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	692,909.81	(3,778.08)	372,471.27	0.00	(701.53)	371,769.74	12.7%	338,850	4,066,200	74.3%	(1,406,242)
AVALON-CARVER COMMUNITY CENTER			Total	466,184	5,940.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,940.83	0.00	32,904.33	0.00	0.00	32,904.33	1.3%	5,941	71,290	15.3%	(394,894)
BAART BEHAVIORAL HEALTH SERVICES,			Total	24,672	991.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	991.44	0.00	991.44	0.00	0.00	991.44	4.0%	991	11,897	48.2%	(12,775)
BEACON HOUSE ASSOCIATION OF SAN			Total	872,190	139,122.13	19,874.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	158,996.72	0.00	72,682.50	0.00	0.00	72,682.50	18.2%	139,122	1,669,466	191.4%	797,276
BEHAVIORAL HEALTH SERVICES, INC.			Total	15,681,171	1,061,117.96	31,555.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,092,673.72	0.00	906,768.39	0.00	(3,242.08)	903,526.31	7.0%	1,061,118	12,733,416	81.2%	(2,947,755)
BIENESTAR, DBA SUBSTANCE ABUSE			Total	125,000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(125,000)
BLESSED HEALTH SERVICES, INC.			Total	125,000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(125,000)
BOWLAY REHABILITATION CENTER, INC			Total	50,000	1,833.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,833.74	0.00	1,833.74	0.00	0.00	1,833.74	3.7%	1,834	22,005	44.0%	(27,995)
CALIFORNIA ASSOCIATION OF CALIFORNIA HISPANIC COMMISSION ON CALIFORNIA INSTITUTE FOR			Total	60,596	6,438.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,438.72	0.00	0.00	0.00	0.00	0.00	10.6%	6,439	77,265	127.5%	16,669
			Total	4,148,080	292,658.14	39,231.52	807.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	332,696.84	0.00	277,609.38	0.00	(839.50)	276,769.88	8.0%	293,465	3,521,584	84.9%	(626,496)
CAMBODIAN ASSOCIATION OF AMERICA			Total	1,303,750	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(1,303,750)
CANON HUMAN SERVICES, INC.			Total	425,142	7,282.52	7,106.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,388.85	0.00	7,282.52	0.00	0.00	7,282.52	3.4%	7,283	87,390	20.6%	(337,752)
CASA DE LAS AMIGAS			Total	774,153	93,230.52	103,762.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	196,992.95	0.00	64,512.75	0.00	0.00	64,512.75	25.4%	93,231	1,118,766	144.5%	344,613
CENTER FOR INTEGRATED FAMILY AND CHABAD OF CALIFORNIA, INC.			Total	225,000	17,041.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,041.68	0.00	17,041.68	(2,001.00)	(392.61)	14,648.07	7.6%	17,042	204,500	90.9%	(20,500)
CHILD AND FAMILY CENTER			Total	419,054	49,747.44	46,821.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96,568.56	0.00	34,921.17	0.00	0.00	34,921.17	23.0%	49,747	596,969	142.5%	177,915
CHILDREN'S HOSPITAL OF LOS ANGELES			Total	140,312	10,910.04	10,414.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,324.44	0.00	10,910.04	0.00	0.00	10,910.04	15.2%	10,910	130,920	93.3%	(9,392)
CITY OF PASADENA PUBLIC HEALTH			Total	725,253	25,091.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,091.97	0.00	46,086.97	0.00	0.00	46,086.97	3.5%	25,092	301,104	41.5%	(424,149)
CLARE FOUNDATION, INC.			Total	325,142	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(325,142)
CLINICA MONSEÑOR OSCAR A. ROMERO			Total	1,191,501	63,306.22	59,374.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122,680.83	0.00	77,029.23	0.00	0.00	77,029.23					

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL  
STATEMENT OF WORK FULL YEAR ESTIMATE BY STATEMENT OF WORK FISCAL YEAR 2016-2017 (Excluding CalWORKs AND TTC/SFVMH Subcontracts)  
As of: 9/7/2016 4:35:56 PM

Agency	Contract Number	Encumbrance Number	SOW	Contract Amount	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD Billed Submitted	YTD Voids	YTD PAID	YTD With Holding	YTD Recoup	YTD Actual Paid	YTD Billed %	Monthly Avg Billed (including Jul)	FYE	FYE Utilized %	Potential (Under)/ Over Utilization
FAMILIES FOR CHILDREN, INC.			Total	187,500	36,014.99	37,614.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	73,629.94	0.00	36,014.99	0.00	(66.93)	35,948.06	39.3%	36,015	432,180	230.5%	244,680
GRANDVIEW FOUNDATION, INC.			Total	1,577,860	143,678.63	3,961.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	128,888.06	0.00	128,888.06	0.00	(417.91)	128,470.15	9.4%	143,679	1,724,144	109.3%	146,284
HACC, INC., D.B.A. HARBOR AREA			Total	237,500	22,690.66	17,141.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39,832.24	0.00	22,690.66	(27.14)	(812.36)	21,851.16	16.8%	22,691	272,288	114.6%	34,788
HANNAH'S FIRST STEP TREATMENT			Total	140,000	8,343.20	6,118.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,461.42	0.00	8,343.20	(1,251.48)	(2,067.93)	5,023.79	10.3%	8,343	100,118	71.5%	(39,882)
HELPING KIDS TO RECOVER, INC.			Total	1,055,000	59,541.89	10,444.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	69,986.63	0.00	58,585.19	0.00	(2,030.25)	56,554.94	6.6%	59,542	714,503	67.7%	(340,497)
HELPLINE YOUTH COUNSELING, INC.			Total	655,296	24,002.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,002.71	0.00	51,097.87	0.00	(229.77)	50,868.10	3.7%	24,003	288,033	44.0%	(367,263)
HIS SHELTERING ARMS, INC.			Total	1,196,335	61,920.33	60,181.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122,101.89	0.00	53,715.24	0.00	0.00	53,715.24	10.2%	61,920	743,044	62.1%	(453,291)
HOLY ADDICTION CARE CENTER			Total	100,000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(100,000)
HOMELESS HEALTH CARE LOS			Total	2,258,310	156,695.22	28,769.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	185,464.79	(94.55)	147,257.01	0.00	(244.26)	147,012.75	8.2%	156,695	1,880,343	83.3%	(377,967)
HOUSE OF HOPE FOUNDATION, INC.			Total	286,685	11,671.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,671.35	0.00	7,223.75	0.00	0.00	7,223.75	4.1%	11,671	140,056	48.9%	(146,629)
I-ADARP, INC.			Total	54,586	4,259.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,259.64	0.00	4,259.64	0.00	0.00	4,259.64	7.8%	4,260	51,116	93.6%	(3,470)
INSTITUTE FOR PUBLIC STRATEGIES			Total	846,520	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	53,803.09	0.00	0.00	53,803.09	0.0%	0	0	0.0%	(846,520)
JEWISH FAMILY SERVICE OF LOS			Total	325,142	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(325,142)
JWCH INSTITUTE, INC.			Total	597,633	35,060.12	521.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,581.86	0.00	28,387.02	0.00	(1,085.60)	27,301.42	6.0%	35,060	420,721	70.4%	(176,912)
KOREATOWN YOUTH AND COMMUNITY			Total	1,078,524	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	47,194.00	0.00	0.00	47,194.00	0.0%	0	0	0.0%	(1,078,524)
LITTLE HOUSE			Total	337,999	27,921.97	29,626.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	57,550.96	0.00	27,921.97	0.00	0.00	27,921.97	17.0%	27,922	335,064	99.1%	(2,935)
LIVE AGAIN RECOVERY HOME, INC.			Total	442,862	35,246.07	37,014.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,370.38	0.00	27,370.38	0.00	0.00	35,246.07	16.3%	35,246	422,953	95.5%	(19,909)
LOS ANGELES BIOMEDICAL RESEARCH			Total	831,376	32,769.26	41,530.65	91.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	74,391.85	(77.04)	32,512.70	0.00	0.00	32,512.70	8.9%	32,861	394,334	47.4%	(437,042)
LOS ANGELES CENTERS FOR ALCOHOL			Total	2,491,278	176,797.30	129,554.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	306,351.75	0.00	176,251.55	(15,770.00)	(5,934.05)	154,547.50	12.3%	176,797	2,121,568	85.2%	(369,710)
LOS ANGELES COUNTY OFFICE OF			Total	597,023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49,751.92	0.00	0.00	49,751.92	0.0%	0	0	0.0%	(597,023)
MATRIX INSTITUTE ON ADDICTIONS			Total	1,800,000	137,401.25	131,329.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	268,730.45	0.00	137,401.25	0.00	(3,133.78)	134,267.47	14.9%	137,401	1,648,815	91.6%	(151,185)
MAXIM HEALTH CARE SERVICES, INC			Total	50,000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(50,000)
MEDI-CURE HEALTH SERVICES, INC.			Total	270,574	25,043.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,043.98	0.00	25,043.98	(2,374.75)	(4,354.82)	18,314.41	9.3%	25,044	300,528	111.1%	29,954
MELA COUNSELING SERVICES CENTER			Total	430,996	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(430,996)
MJB TRANSITIONAL RECOVERY, INC.			Total	325,142	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(325,142)
MOTIVATIONAL RECOVERY SERVICES			Total	150,000	18,983.79	19,408.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38,392.15	0.00	17,209.89	0.00	(1,720.98)	15,488.91	25.6%	18,984	227,805	151.9%	77,805
NARCOTIC ADDICTION TREATMENT			Total	905,000	82,987.35	82,403.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	165,390.65	0.00	82,987.35	0.00	(5,956.86)	77,030.49	18.3%	82,987	995,848	110.0%	90,848
NARCOTIC PREVENTION ASSOCIATION			Total	2,133,976	193,624.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	193,624.05	0.00	193,624.05	0.00	(1,375.52)	192,248.53	9.1%	193,624	2,323,489	108.9%	189,513
NATIONAL COUNCIL ON ALCOHOLISM			Total	783,620	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(783,620)
NATIONAL COUNCIL ON ALCOHOLISM			Total	645,300	10,557.60	12,541.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,098.66	0.00	37,652.60	0.00	0.00	37,652.60	3.6%	10,558	126,691	19.6%	(518,609)
NATIONAL COUNCIL ON ALCOHOLISM			Total	617,315	21,701.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,701.22	0.00	47,800.61	0.00	(2,098.75)	45,701.86	3.5%	21,701	260,415	42.2%	(356,900)
NEW HOPE DRUG & ALCOHOL			Total	420,000	22,533.02	26,327.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48,860.92	0.00	21,409.55	0.00	(3,000.00)	18,409.55	11.6%	22,533	270,396	64.4%	(149,604)
NEW WAY FOUNDATION, INC.			Total	116,208	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(116,208)
PACIFIC CLINICS			Total	2,094,619	35,681.24	3,350.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39,032.08	0.00	62,499.76	0.00	(378.12)	62,121.64	1.9%	35,681	428,175	20.4%	(1,666,444)
PACIFIC LODGE YOUTH SERVICES, INC.			Total	100,000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(100,000)
PALM HOUSE, INC.			Total	382,650	33,774.61	36,335.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70,109.75	0.00	31,887.50	0.00	0.00	31,887.50	18.3%	33,775	405,295	105.9%	22,645
PEOPLE COORDINATED SERVICES OF			Total	2,859,486	146,446.57	137,969.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	284,415.91	0.00	27,095.16	0.00	0.00	27,095.16	9.9%	146,447	1,757,359	61.5%	(1,102,127)
PHOENIX HOUSES OF LOS ANGELES			Total	4,593,205	253,696.86	264,364.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	518,061.28	0.00	249,219.07	0.00	(1,684.94)	247,534.13	11.3%	253,697	3,044,362	66.3%	(1,548,843)
PLAZA COMMUNITY CENTER			Total	408,429	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(408,429)
PRINCIPLES, INC.			Total	3,838,811	394,305.15	363,231.18	5,683.60</																				

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
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 As of: 9/7/2016 4:35:56 PM

Agency	Contract Number	Encumbrance Number	SOW	Contract Amount	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD Billed Submitted	YTD Voids	YTD PAID	YTD With Holding	YTD Recoup	YTD Actual Paid	YTD Billed %	Monthly Avg Billed (including Jul)	FYE Utilized %	FYE Utilized %	Potential (Under/Over Utilization)
THE NEW YOU CENTER, INC.			Total	462,000	10,761.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,761.12	0.00	0.00	0.00	0.00	0.00	2.3%	10,761	129,133	28.0%	(332,867)
THE PAJO CORPORATION			Total	1,606,400	106,828.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	106,828.20	0.00	106,828.20	0.00	(5,226.52)	101,601.68	6.7%	106,828	1,281,938	79.8%	(324,462)
THE REGENTS OF UCLA CENTER FOR			Total	600,000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(600,000)
THE SALVATION ARMY, A CALIFORNIA			Total	674,397	59,740.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59,740.12	0.00	56,199.75	0.00	0.00	56,199.75	8.9%	59,740	716,881	106.3%	42,484
THE WALL - LAS MEMORIAS PROJECT			Total	325,142	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,634.00	0.00	0.00	12,634.00	0.0%	0	0	0.0%	(325,142)
TRANSCULTURAL HEALTH			Total	593,750	76,520.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76,520.05	0.00	76,520.05	0.00	(3,257.41)	73,262.64	12.9%	76,520	918,241	154.7%	324,491
TWIN TOWN CORPORATION			Total	100,000	14,324.17	19,958.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34,283.03	0.00	14,324.17	0.00	(241.83)	14,082.34	34.3%	14,324	171,890	171.9%	71,890
URDC HUMAN SERVICES CORPORATION			Total	174,798	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(174,798)
VALLEY WOMEN'S CENTER, INC.			Total	237,500	32,238.78	28,485.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60,724.67	0.00	19,962.78	0.00	0.00	19,962.78	25.6%	32,239	386,865	162.9%	149,365
VAN NESS RECOVERY HOUSE			Total	157,541	23,623.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,623.71	0.00	13,128.41	0.00	0.00	13,128.41	15.0%	23,624	283,485	179.9%	125,944
VOLUNTEERS OF AMERICA OF LOS			Total	1,603,975	122,661.58	88,886.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	211,548.55	0.00	0.00	0.00	0.00	0.00	13.2%	122,662	1,471,939	91.8%	(132,036)
WATTS HEALTHCARE CORPORATION			Total	2,075,557	131,224.91	94,943.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	226,168.07	0.00	120,867.92	0.00	0.00	120,867.92	10.9%	131,225	1,574,699	75.9%	(500,858)
WEST COUNTY MEDICAL CLINIC			Total	958,375	81,347.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81,347.55	0.00	81,347.55	0.00	(2,846.09)	78,501.46	8.5%	81,348	976,171	101.9%	17,796
WEST COUNTY MEDICAL CORPORATION			Total	1,184,000	87,009.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87,009.55	0.00	87,009.55	0.00	(6,851.66)	80,157.89	7.3%	87,010	1,044,115	88.2%	(139,885)
WESTERN PACIFIC MED-CORP			Total	5,911,826	520,543.23	5,423.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	525,966.99	0.00	520,371.65	0.00	(10,620.35)	509,751.30	8.9%	520,543	6,246,519	105.7%	334,693
WILSHIRE TREATMENT CENTER,			Total	100,000	20,856.55	21,903.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42,760.25	0.00	20,247.85	0.00	(870.74)	19,377.11	42.8%	20,857	250,279	250.3%	150,279
YOU CAN HEALTH SERVICES			Total	50,000	5,249.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,249.96	0.00	5,249.96	0.00	0.00	5,249.96	10.5%	5,250	63,000	126.0%	13,000
Total			Total	167,347,637	11,436,368.01	4,223,378.80	7,239.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,666,986.45	(5,780.18)	10,584,333.45	(86,799.54)	(158,932.04)	10,338,601.87	9.4%	11,443,608	137,323,292	82.1%	(30,024,345)

**System Requirements - Attachment\_Ref\_07 "Year to date summary by  
Statement of Work"**

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL  
STATEMENT OF WORK FULL YEAR ESTIMATE BY STATEMENT OF WORK FISCAL YEAR 2016-2017 (Excluding CaWORKs AND TTC/SFVMH Subcontracts)  
As of: 9/7/2016 4:21:00 PM

SOW	Corporation Name	Contract Number	Encumbrance Number	Contract Amount	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD Billed Submitted	YTD Voids	YTD PAID	YTD With Holding	YTD Recoup	YTD Actual Paid	YTD Bill %	Monthly Avg Billed (including Jul)	FYE	FYE Utilized %	Potential (Under)/ Over Utilization	
			Total	7,763,289	679,677.51	305,261.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	984,938.96	0.00	545,321.50	0.00	0.00	545,321.50	12.7%	679,678	8,156,130	105.1%	392,841	
AB 109			Total	500,000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0.0%	(500,000)	
AB109 - Medication-Assisted Treatment			Total	500,000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0.0%	(500,000)	
Adolescent Intervention, Treatment, and Recovery Programs Prevention and Treatment			Total	8,131,082	577,314.66	264,715.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	842,030.46	0.00	401,945.05	(1,308.00)	0.00	400,637.05	10.4%	577,315	6,927,776	85.2%	(1,203,306)	
Alcohol and Other Drug Prevention Services - Comprehensive Prevention Services			Total	9,510,403	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	535,154.44	0.00	0.00	535,154.44	0.0%	0	0	0.0%	(9,510,403)	
Alcohol and Other Drug Prevention Services - Comprehensive Prevention Services (Beach)			Total	325,142	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,095.16	0.00	0.00	27,095.16	0.0%	0	0	0.0%	(325,142)	
Alcohol and Other Drug Prevention Services - Comprehensive Prevention Services (Hollywood)			Total	325,142	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,095.17	0.00	0.00	27,095.17	0.0%	0	0	0.0%	(325,142)	
Alcohol and Other Drug Prevention Services - Comprehensive Prevention Services (Torrance)			Total	325,142	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,095.16	0.00	0.00	27,095.16	0.0%	0	0	0.0%	(325,142)	
Alcohol and Other Drug Prevention Services - Environmental Prevention Services			Total	4,997,675	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	377,594.09	0.00	0.00	377,594.09	0.0%	0	0	0.0%	(4,997,675)	
Alcohol and Other Drug Prevention Services - Friday Night Live			Total	271,881	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,656.75	0.00	0.00	22,656.75	0.0%	0	0	0.0%	(271,881)	
CaWORKs Asian-Pacific Islander Communities Targeted Outreach Program			Total	300,000	21,387.74	15,491.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36,879.73	0.00	21,387.74	0.00	0.00	21,387.74	12.3%	21,388	256,663	85.5%	(45,347)	
CaWORKs Family Solution Centers			Total	650,000	84,188.34	46,229.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130,417.77	0.00	54,165.91	0.00	0.00	54,165.91	20.1%	84,188	1,010,260	155.4%	360,260	
CaWORKs Residential Medical Detoxification Service			Total	300,000	10,148.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,148.90	0.00	10,148.90	3.4%	10,149	121,787	40.6%	10,149	121,787	40.6%	(178,213)	
Community Assessment and Services Center Program - AB109			Total	157,421	9,537.45	2,641.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,179.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,537	114,449	72.7%	(42,972)
	BEHAVIORAL HEALTH SERVICES, INC.	PH-003019	65008	115,977	12,086.71	2,189.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,276.45	0.00	9,664.75	0.00	0.00	9,664.75	12.3%	12,087	145,041	125.1%	29,064	
	CALIFORNIA HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE, INC.	PH-002973	65010																									
	DIDI HIRSCH PSYCHIATRIC SERVICE	PH-002986	65021		71,303	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0.0%	(71,303)
	HOMELESS HEALTH CARE LOS ANGELES, INC.	PH-002963	65026		385,439	32,138.53	9,679.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41,818.16	0.00	32,119.92	0.00	0.00	32,119.92	10.8%	32,139	385,662	100.1%	223	
	PROTOTYPES, CENTERS FOR INNOVATION IN HEALTH, MENTAL HEALTH, AND SOCIAL SERVICES	PH-002996	65049		158,498	52,245.58	59,582.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111,828.32	0.00	13,208.17	0.00	0.00	13,208.17	70.6%	52,246	626,947	395.6%	468,449	
	SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH CENTER, INC.	PH-002997	65051		118,130	8,921.94	135.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,057.03	0.00	8,921.94	0.00	0.00	8,921.94	7.7%	8,922	107,063	90.6%	(11,067)	
	SPECIAL SERVICE FOR GROUPS, INC.	PH-003013	65059		268,951	32,323.10	13,435.95	175.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45,934.57	0.00	22,412.58	0.00	0.00	22,412.58	17.1%	32,499	389,983	145.0%	121,032	
	TARZANA TREATMENT CENTERS, INC.	PH-003031	65064		102,521	8,543.99	8,544.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,088.57	0.00	408.93	0.00	0.00	408.93	16.7%	8,544	102,528	100.0%	7	
Community Assessment and Services Center Program - AB109 (Area Office)			Total	1,378,240	155,797.30	96,209.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	252,182.50	0.00	86,736.29	0.00	0.00	86,736.29	18.3%	155,797	1,871,674	135.8%	493,434	
Community Assessment and Services Center Program - AB109 (HUB)			Total	92,081	5,893.52	1,903.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,796.74	0.00	1,624.67	0.00	0.00	1,624.67	8.5%	5,894	70,722	76.8%	(21,259)	
Community Assessment and Services Center Program - CaWORKs			Total	260,000	30,727.48	25,444.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56,171.84	0.00	17,470.22	21.6%	30,727	368,730	141.8%	30,727	368,730	141.8%	108,730	
Community Assessment and Services Center Program - DCFS			Total	4,080,438	334,050.57	123,542.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	457,592.87	(59.42)	232,345.22	0.00	0.00	232,345.22	11.2%	334,051	4,008,607	98.2%	(71,831)	
Community Assessment and Services Center Program - General Population			Total	305,452	39,915.75	28,619.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	68,535.33	(270.18)	18,618.43	22.4%	39,916	478,989	156.2%	39,916	478,989	156.2%	173,537	
Community Assessment and Services Center Program - General Population (CCH/Leavey)			Total	667,262	124,439.89	87,113.32	311.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	211,864.85	(1,365.82)	46,399.29	0.00	0.00	46,399.29	31.8%	124,752	1,497,018	224.4%	829,756	
Community Assessment and Services Center Program - General Population (DMH/VP)			Total	60,000	5,002.12	360.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,362.29	0.00	5,000.00	0.00	0.00	5,000.00	8.9%	5,002	60,025	100.0%	25	
Community Assessment and Services Center Program - General Population (DMH/UCC)			Total	175,000	14,584.62	11,290.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26,875.08	0.00	2,082.94	0.00	0.00	2,082.94	14.8%	14,585	175,015	100.0%	15	
Community Assessment and Services Center Program - General Population (DRC)			Total	175,000	4,769.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,769.96	0.00	4,769.96	0.00	0.00	4,769.96	2.7%	4,770	57,240	32.7%	(117,760)	
Community Assessment and Services Center Program - General Population (HEP - Hollywood)			Total	160,000	19,376.62	941.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,318.19	0.00	13,333.33	0.00	0.00	13,333.33	12.7%	19,377	232,519	145.3%	72,519	
Community Assessment and Services Center Program - General Population (HEP - Spring)			Total	5,000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0	0	0.0%	(5,000)	
Community Assessment and Services Center Program - General Population (HEP - San)			Total	5,000	367.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	367.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	368	8,582	171.6%	3,582
Community Assessment and Services Center Program - General Population (HEP - Spring)			Total	27,240	572.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	572.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	572	6,866	25.2%	(20,374)
Community Assessment and Services Center Program - General Population (HIV Set-Aside)			Total	654,016	26,930.71	960.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,891.26	0.00	17,001.25	0.00	0.00	17,001.25	4.3%	26,931	323,169	49.4%	(330,847)	
Community Assessment and Services Center Program - General Population (Project 50)			Total	116,578	2,252.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,252.20	0.00	2,252.20	2.3%	0.00	2,252.20	1.9%	2,252	27,026	23.2%	(89,552)	
Community Assessment and Services Center Program - General Relief			Total	985,918	121,442.83	70,408.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	191,851.36	(229.64)	64,927.64	0.00	0.00	64,927.64	19.9%	121,443	1,457,314	147.8%	471,936	
Community Assessment and Services Center Program - GPS (HEP-SGV-HIV Set-Aside)			Total	54,015	3,647.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,647.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,648	43,770	81.0%	(10,245)
Community Assessment and Services Center Program - GPS (HEP-Spring St-HIV Set-Aside)																												



**System Requirements - Attachment\_Ref\_08 "Warrant Status Report"**

**LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL  
CIS**

Welcome **rlugo!**  
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Wednesday, September 07, 2016

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Change Password
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Suspensions
DMC Recoupment
Funding Sources

## Warrants

Search:

Number:  Amount >=  <  Date: >=  <

	<u>WarrantNumber</u>	<u>WarrantAmount</u>	<u>WarrantIssueDate</u>
<a href="#">View Detail</a>	23650551	520,072.64	6/22/2016
<b><a href="#">View Detail</a></b>	<b>23651937</b>	<b>1,331,292.78</b>	<b>6/22/2016</b>
<a href="#">View Detail</a>	23902708	505,889.80	8/23/2016

... [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#) [11](#) [12](#) [13](#)

<u>WarrantNumber</u>	<u>Report Period</u>	<u>SOW</u>	<u>Actual Payment</u>	<u>CorporationName</u>
23651937	052016	Perinatal	96,579.29	TARZANA TREATMENT CENTERS, INC.
23651937	052016	Meth	5,136.84	TARZANA TREATMENT CENTERS, INC.
23651937	052016	MAT	44,990.84	TARZANA TREATMENT CENTERS, INC.
23651937	052016	ICPC	33,333.34	TARZANA TREATMENT CENTERS, INC.
23651937	052016	GR	113,666.00	TARZANA TREATMENT CENTERS, INC.

If there's no activity, you will be logged out in **14 :25**

Assign SOW Funding	23651937	052016	GPS-RDTX AB109	14,385.75	TARZANA TREATMENT CENTERS, INC.
Encumbrance Number					
Generate PDR	23651937	052016	CW (RMDTXS)	23,245.45	TARZANA TREATMENT CENTERS, INC.
Invoices					
Payment Locations	23651937	052016	AB109-MAT	1,128.19	TARZANA TREATMENT CENTERS, INC.
Service Utilization	23651937	052016	AITRP	100,133.06	TARZANA TREATMENT CENTERS, INC.
Cost Report					
View Client Services	23651937	052016	CASC- PC1210 (SPA1)	11,406.50	TARZANA TREATMENT CENTERS, INC.
Monitor Log	23651937	052016	CASC- PC1210 (SPA2)	5,271.41	TARZANA TREATMENT CENTERS, INC.
CAPS Reconciliation					
Billing Reports	23651937	052016	CASC- GPS (DMH/OVP)	14,583.34	TARZANA TREATMENT CENTERS, INC.
Process Replacement	23651937	052016	CASC- GPS	26,444.56	TARZANA TREATMENT CENTERS, INC.
DMC Agency Summary					
Billing Summary	23651937	052016	CASC-DCFS	932.98	TARZANA TREATMENT CENTERS, INC.
Contract	23651937	052016	CASC-CW	16,363.71	TARZANA TREATMENT CENTERS, INC.
SAPC ADMIN					
IS	23651937	052016	CASC-AB109 (HUB)	5,416.66	TARZANA TREATMENT CENTERS, INC.
Create 5010 837P	23651937	052016	CASC-AB109	8,543.41	TARZANA TREATMENT CENTERS, INC.
	23651937	052016	GPS	701,088.33	TARZANA TREATMENT CENTERS, INC.
	23651937	052016	Drug Court - EBMJAG	27,000.00	TARZANA TREATMENT CENTERS, INC.
	23651937	052016	Drug Court	51,837.34	TARZANA TREATMENT CENTERS, INC.
	23651937	052016	DCFS	21,433.66	TARZANA TREATMENT CENTERS, INC.

If there's no activity, you will be logged out in 14 :25

23651937	052016	CASC- GR	2,122.12	TARZANA TREATMENT CENTERS, INC.
23651937	052016	CASC- GPS (HIV Set- Aside)	6,250.00	TARZANA TREATMENT CENTERS, INC.
	<b>Total</b>		<b>_____ \$1,331,292.78</b>	

If there's no  
activity, you will  
be logged out in  
**14 :25**

**System Requirements - Attachment\_Ref\_09 "Drug Medi-Cal Recoupment  
Summary"**

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL  
DRUG MEDI-CAL RECOUPMENT SUMMARY

Agency	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	15-Jan	FEB	MAR	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	Total Recouped	
2ND CHANCE FOR RECOVERY, INC.	2,231.92	185.15	1,511.56	0	1,173.92	2,272.63	1,342.74	423.2	3,001.05	633.13	554.44	0	7,335.96	2,738.75	1,727.11	0	4,730.72	3,107.27	0	0	0	0	0	0	0	0	0	0	0	38,805.57
A HOME FOR US, FOUNDATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABSOLUTE REHABILITATION CENTER, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADDICTION RESEARCH AND TREATMENT, INC.	12,737.75	591.37	913.99	774.65	2,533.24	10,338.33	7,549.84	0	0	305.73	32,583.81	32,004.36	41,420.64	0	3,775.24	7,662.72	5,295.12	1,905.44	2,817.68	0	4,621.91	3,069.30	1,351.22	1,191.32	2,082.08	1,499.03	1,332.50	2,295.02	198,685.24	
AEGIS MEDICAL SYSTEMS, INC.	576.1	0	0	0	0	6,086.82	1,322.08	0	0	0	886.65	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,871.65
AEGIS TREATMENT CENTERS, LLC	0	0	0	0	0	0	0	0	5,942.16	0	0	0	12,588.60	3,268.04	1,535.40	0	2,830.76	0	0	264.4	814.71	2,368.99	434.98	80.08	2,007.24	421.59	0	674.96	41,918.77	
ALCOHOLISM CENTER FOR WOMEN, INC.	2,579.68	0	1,341.00	1,293.00	5,798.95	895.16	0	0	1,015.92	0	0	335.58	0	0	0	0	0	0	0	0	0	0	175.49	0	0	0	0	0	0	13,434.78
ALLIED DRUG AND ALCOHOL TREATMENT CENTER, INC.	657.11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	657.11
ALTAMED HEALTH SERVICES CORPORATION	35,817.85	0	1,587.61	9,967.22	6,343.73	10,779.12	5,436.99	0	12,349.24	0	10,802.32	0	10,122.48	4,972.08	4,259.84	0	6,991.44	1,160.72	1,673.52	0	2,364.05	4,557.41	0	8,559.46	0	0	0	0	0	137,745.08
AMERICAN DRUG RECOVERY PROGRAM, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7,449.20
AMERICAN HEALTH SERVICES LLC	5,736.66	0	3,254.16	1,073.15	35.64	5,461.94	3,600.22	0	3,818.68	701.68	3,748.52	0	4,194.48	9,521.37	1,524.33	739.6	10,901.50	591	2,717.80	669.6	3,287.22	8,076.96	2,454.65	1,766.05	10,426.04	3,438.80	2,405.29	6,349.91	111,333.74	
AMERICAN HOPE HEALTH CARE SERVICES, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ANOTHER CHANCE HEALTH SERVICES, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ANTELOPE VALLEY REHABILITATION CENTERS-(AVRC)	0	0	0	0	0	0	0	0	0	791.43	0	0	0	0	0	0	0	0	0	0	1,569.71	0	0	0	0	0	1,311.69	0	0	4,752.91
ASIAN AMERICAN DRUG ABUSE PROGRAM, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	701.53
AVALON-CARVER COMMUNITY CENTER BASEN, INC.	0	0	0	0	0	0	0	0	0	0	0	0	314.76	400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,978.08
BEHAVIORAL HEALTH SERVICES, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	66.93	470.35	607.89	349.14	1,040.29	919.08	1,566.76	8,262.52	
BERNIE'S LIL WOMEN CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BETTER CHOICE CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BLESSED DRUG & ALCOHOL TREATMENT & RESEARCH PROGRAM, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
BLESSED HEALTH SERVICES, INC.	559.3	0	832.14	65.09	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9,435.25
BRIGHTER BEGINNINGS DRUG AND ALCOHOL REHABILITATION FACILITY	41,513.93	3,451.22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	47,455.90
CALIFORNIA CARE CORPORATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CALIFORNIA DRUG CONSULTANTS, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CALIFORNIA DRUG TREATMENT PROGRAM, INC.	19,488.66	0	5,202.86	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24,691.52
CALIFORNIA HEALTH, ALCOHOL AND DRUG EDUCATION PROGRAM, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CALIFORNIA HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE, INC.	0	0	0	0	0	0	0	0	0	0	0	0	333.29	52.46	0	224.76	472.14	438.21	595.59	0	405.26	202.63	523.27	349.14	0	148.35	256.91	691.15	5,532.66	
CENTER FOR INTEGRATED FAMILY AND HEALTH SERVICES	0	0	0	0	11,185.36	0	0	0	1,595.14	318.37	1,317.57	104.92	910.35	0	0	0	0	0	239.68	0	66.93	0	189.98	0	133.86	311.19	296.7	81.42	17,144.08	
CHANGING STEPS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CIRCLE OF HELP FOUNDATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CLARE FOUNDATION, INC.	0	0	0	0	0	65.09	170.89	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	284.05	0	0	0	0	0	0	520.03
CLINICA MONSENOR OSCAR A. ROMERO CRI-HELP, INC.	0	117.99	0	0	0	0	0	0	187.22	0	554.44	0	1,698.19	1,462.46	0	0	2,799.71	2,416.96	2,109.53	435.6	0	0	0	0	0	0	2,693.99	0	14,476.09	
CRYSTAL HOPE MEDICAL SERVICES, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	767.89	157.38	0	0	405.26	0	0	0	0	255.07	66.93	0	3,363.06	
DICTA HEALTH SERVICES, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DIDI HIRSCH PSYCHIATRIC SERVICE	0	0	0	0	0	0	0	0	0	0	0	0	3,246.51	104.92	0	134.76	741.66	348.21	344.6	0	0	821.33	474.03	284.05	0	0	703.8	0	7,203.87	

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
 SUBSTANCE ABUSE PREVENTION AND CONTROL  
 DRUG MEDI-CAL RECOUPMENT SUMMARY

Agency	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	15-Jan	FEB	MAR	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	Total Recouped	
DIVINE HEALTHCARE SERVICES, INC.	938.83	0	1,395.22	0	52.9	2,203.26	382.49	0	0	564.4	0	0	3,584.30	1,756.93	903.04	2,772.68	0	1,135.11	1,195.27	0	1,289.64	379.96	0	296.7	0	524.7	969.16	0	24,299.13	
DIXON RECOVERY INSTITUTE, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EGGLESTON YOUTH CENTERS, INC., D. B. A. EGGLESTON SUBSTANCE ABUSE AND EDUCATION PROGRAM	0	0	0	0	671.16	0	0	0	0	0	620.84	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	94.07	1,386.07	
EL PROYECTO DEL BARRIO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,627.75	6,010.37		
ELDORADO COMMUNITY SERVICE CENTER	2,051.29	0	1,903.98	236.34	831.72	1,334.13	2,485.71	0	4,021.68	1,093.16	2,851.37	0	3,144.28	0	5,999.22	5,471.74	11,260.78	763.96	3,581.40	248.4	3,312.40	7,361.13	1,292.96	887.25	7,524.64	4,863.71	5,365.80	823.79	89,087.18	
ETTIE LEE HOMES, INCORPORATED	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,049.40	0	268.97	0	0	0	0	1,318.37	
FAMILIES FOR CHILDREN, INC.	0	0	0	0	0	221.72	0	0	771.5	0	0	0	0	26.23	67.38	1,213.80	655.75	314.76	93.61	0	135.7	256.91	0	0	1,584.70	135.7	296.7	133.86	5,975.25	
FLORENCE DRUG AND ALCOHOL TREATMENT CENTER, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
FREE N ONE A DRUG AND ALCOHOL FREE PROGRAM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
GIFT OF HOPE AND HEALING, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
GLORIOUS MANOR, INC. II	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
GRANDVIEW FOUNDATION, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,145.94	0	1,293.52	0	0	0	0	388.93	593.4	3,839.70
HACC, INC., D.B.A. HARBOR AREA SUBSTANCE ABUSE TREATMENT CENTER	3,515.55	0	91.54	0	0	0	0	26.45	449.52	0	767.89	0	67.38	0	0	0	93.61	524.6	0	0	1,559.63	0	0	0	0	365.47	0	0	8,274.00	
HANNAH'S FIRST STEP TREATMENT CENTER	105.8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,038.45	3,212.18	
HELPING KIDS TO RECOVER, INC.	36,985.74	0	2,450.51	130.18	3,217.41	6,481.18	3,364.61	55.93	6,647.01	790.16	3,356.94	26.45	3,066.19	2,410.98	803.05	9,586.67	8,500.00	8,023.41	8,579.29	11,419.83	12,656.34	5,702.89	11,794.45	148.35	0	699.6	8,481.99	0	157,409.41	
HELPLINE YOUTH COUNSELING, INC.	0	356.04	197.34	0	0	0	0	0	67.38	0	591.98	0	288.53	0	0	0	0	0	0	0	0	0	0	0	0	148.35	27.14	0	1,906.53	
HERITAGE HOUSE OF HOPE, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
HOLLYWOOD RECOVERY TREATMENT CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
HOLY ADDICTION CARE CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	93.61	0	0	0	895.04	0	0	462	0	0	1,450.65	
HOMELESS HEALTH CARE LOS ANGELES, INC.	0	0	0	0	0	0	0	0	0	396.15	1,421.82	470	646.27	472.92	207.91	955.2	500	239.68	26.23	0	0	0	0	0	338.33	0	0	135.7	6,054.47	
IDEAL CARE & HEALTH SERVICES, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
JARS OF CLAY TREATMENT CENTER II, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
JWCH INSTITUTE, INC.	0	0	0	0	0	0	0	0	0	0	0	0	423.2	0	0	0	0	0	0	0	0	0	0	0	0	687.47	121.21	135.7	94.07	2,547.25
LAW SUPPORT CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LIFE HEALTH SERVICES, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LIGHTHOUSE OF LA, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE	14,197.90	0	0	9,868.84	4,780.78	10,926.84	8,546.57	0	3,442.87	104.92	6,116.15	2,124.15	3,187.31	0	0	0	3,947.98	0	805.43	0	1,583.09	891.94	812.36	148.35	188.14	866.64	1,393.11	1,982.56	81,849.98	
LOS ANGELES DRUG TREATMENT CENTER, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LOS ANGELES NEW LIFE CENTER, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MATRIX INSTITUTE ON ADDICTIONS	7,738.70	293.41	791	2,585.47	2,845.40	9,598.85	4,172.75	0	15,825.93	0	14,847.48	670.93	5,557.60	1,605.14	0	1,615.44	525.23	540.66	1,396.70	0	400.29	3,210.74	0	355.16	0	652.6	0	0	78,363.26	
MAXIM HEALTH CARE SERVICES, INC.	2,350.80	0	264.5	0	0	79.35	26.45	0	300	1,298.22	93.61	0	1,523.88	169.32	0	0	451.52	0	104.92	0	0	0	0	0	0	0	0	0	0	7,489.42
MEDI-CURE HEALTH SERVICES, INC.	3,137.13	0	1,603.10	0	1,277.65	2,162.69	370.3	646.99	0	3,622.87	1,543.48	0	445.91	861.5	497.89	674.28	1,101.18	659.36	93.61	0	1,246.60	1,803.89	852.15	419.75	0	388.93	1,251.89	0	29,015.97	
MELA COUNSELING SERVICES CENTER, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	415.59	0	0	0	0	0	0	0	0	0	1,642.18
MOTIVATIONAL RECOVERY SERVICES, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	255.07	108.56	349.14	714.61	4,430.75	4,456.00	1,167.02	5,922.00	33,285.00	
MOUNT ZION COUNSELING SERVICES, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
NARCOTIC ADDICTION TREATMENT AGENCY, INC.	1,099.68	0	0	0	0	209.81	0	0	334.8	0	129.6	0	1,068.48	561.12	0	545.04	280.56	858.24	1,435.68	0	1,122.68	308.88	171.86	0	0	0	0	0	14,083.29	
NARCOTIC PREVENTION ASSOCIATION, INC.	1,888.52	2,053.31	4,372.42	494.1	0	319.13	381.83	0	1,816.04	0	2,388.20	0	0	4,517.92	0	258.96	1,916.16	493.88	21.6	0	1,097.07	284.31	1,024.79	343.2	0	1,166.49	1,245.53	513.37	27,972.35	

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
 SUBSTANCE ABUSE PREVENTION AND CONTROL  
 DRUG MEDI-CAL RECOUPMENT SUMMARY

Agency	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	15-Jan	FEB	MAR	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	Total Recouped	
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE OF THE SAN FERNANDO VALLEY	0	0	0	0	370.3	1,298.15	2,747.73	0	3,222.23	0	3,751.91	0	1,618.56	550.83	0	621.82	764.28	505.59	1,831.05	0	2,545.64	1,894.28	1,637.37	917.24	0	676.66	189.98	766.23	28,008.60	
NEW CHOICE RECOVERY TREATMENT CENTER, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NEW HOPE DRUG & ALCOHOL TREATMENT PROGRAM, INC.	484.15	0	852.38	0	0	0	0	0	0	0	1,072.36	391.51	0	2,244.66	0	0	225.76	0	431.25	0	390.77	284.05	217.12	0	0	0	3,077.18	1,049.40	13,720.59	
NEW RESOURCE INSTITUTE DBA: CLEAR PATH (COUNSELING CENTER)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OMEGA HEALTH AND EDUCATIONAL SERVICES, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,754.05
OVERCOMERS REHABILITATION CENTER, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PACIFIC CLINICS	510.6	0	0	0	0	130.18	0	0	198.97	0	209.84	0	93.61	104.92	93.61	0	307.06	0	0	0	0	175.49	539.12	189.98	0	108.56	54.28	108.56	3,202.90	
PACIFIC LODGE YOUTH SERVICES, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	633.13	520.51	400.67	0	0	0	0	0	0	0	0	0	0	1,991.49
PHOENIX HOUSES OF LOS ANGELES, INC.	3,082.24	0	135.28	0	0	444.41	288.88	0	1,046.97	0	419.68	0	112.88	56.44	0	0	1,651.05	0	1,488.69	0	620.54	419.75	256.91	714.02	133.86	662.17	1,072.70	941.61	15,233.02	
PLAZA COMMUNITY CENTER	3,434.48	0	644.92	0	551.31	1,133.21	842.26	0	1,142.81	0	250.99	0	382.14	486.75	0	794.12	1,659.71	1,033.80	820.35	0	607.89	66.93	662.17	716.45	0	488.52	215.28	311.19	16,245.28	
POMONA ALCOHOL AND DRUG RECOVERY CENTER, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
POM-POM'S CASTLE D.B.A. CLEAN AND FREE SUBSTANCE ABUSE CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PRIDE HEALTH SERVICES, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PRINCIPLES, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	54.28	868.48	0	0	0	1,043.97
PRIORITY HEALTH CARE SERVICES, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROTOTYPES, CENTERS FOR INNOVATION IN HEALTH, MENTAL HEALTH, AND SOCIAL SERVICES	0	0	0	0	0	1,357.55	0	0	376	2,814.69	146.07	0	213.45	0	0	0	0	0	0	0	689.31	0	1,691.65	539.78	0	0	256.91	1,342.00	10,519.46	
REMAH HEALTH SERVICES, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RENAISSANCE SOUTH LA, INC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	987.85
RENEW INTEGRATED PROGRAM-2, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RESEDA SUBSTANCE ABUSE TREATMENT CENTER, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SAFE REFUGE	1,812.63	0	0	0	0	79.35	0	144.44	1,041.50	0	2,311.85	382.14	1,356.26	52.46	0	539.52	1,079.04	0	0	0	0	0	0	1,159.66	0	0	0	6,235.00	22,790.43	
SEEKING PEACEFUL SOLUTIONS, INC.	2,105.65	0	0	0	0	0	0	0	307.06	209.84	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,271.30
SEPULVEDA REHABILITATION CENTER, LLC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SHIELDS FOR FAMILIES, INC.	0	0	52.9	0	0	0	262.43	0	183.61	0	183.61	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,352.35	3,170.91	4,499.73	10,705.54	
SINGLETON HOUSING PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SOBER LIFE, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SOCIAL MODEL RECOVERY SYSTEMS, INC.	52.9	0	329.59	0	815.81	819.95	553.38	0	734.44	0	0	0	580.67	224.76	0	0	0	0	846.58	0	121.21	54.28	0	0	0	0	0	54.28	0	6,416.28
SOCIAL MODEL RECOVERY SYSTEMS, INC. (formerly known as MARY LIND RECOVERY CENTERS)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.	16,280.13	0	1,279.72	356.04	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18,483.53
SOUTHLAND OUTPATIENT RECOVERY CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SOUTHWEST CARE, INC.	0	3,729.34	582.79	0	0	2,283.22	0	1,451.15	2,053.72	1,411.00	790.16	65.09	0	909.37	0	670.67	1,863.51	0	0	0	0	0	0	0	0	0	0	0	0	16,202.63
SOUTHWEST TREATMENT CENTER, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SPIRITT FAMILY SERVICES	0	158.7	26.45	0	0	65.09	0	0	0	0	0	0	0	0	0	0	187.22	0	119.84	0	595.24	0	0	0	0	0	0	0	0	1,152.54
SUNRISE COMMUNITY COUNSELING CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL  
DRUG MEDI-CAL RECOUPMENT SUMMARY

Agency	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	15-Jan	FEB	MAR	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	Total Recouped		
TARZANA TREATMENT CENTERS, INC.	8,483.72	1,727.07	10,228.60	0	2,337.55	559.3	4,348.31	0	3,589.05	846.6	4,150.14	0	9,721.56	0	0	0	24,221.60	4,470.87	5,769.32	451.52	10,953.91	5,598.25	4,216.05	5,453.64	0	4,223.37	3,667.21	4,391.13	127,783.64		
TAVARUA HEALTH SERVICES	1,142.81	0	1,074.75	0	65.65	1,066.44	0	0	720.76	0	399.28	0	966.16	4,389.52	0	0	507.2	0	0	0	318.56	2,292.40	1,337.84	0	2,631.40	331.76	704.6	0	22,617.35		
TAVARUA MEDICAL REHABILITATION SERVICES, D.B.A AZUSA MEDICAL AND MENTAL HEALTH SERVICES	646.57	0	1,233.64	0	591.64	1,111.19	457.93	0	787.68	550.4	0	0	248.4	1,110.40	0	0	2,427.07	806.6	1,799.96	0	954.72	2,389.40	0	286	145.68	0	57.2	0	20,041.51		
THE CENTER FOR NEW IMAGE, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
THE NESS COUNSELING CENTER, INCORPORATED	2,931.81	0	882.97	0	476.1	1,452.68	699.89	0	1,393.80	0	1,723.48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9,560.73	
THE NEW YOU CENTER, INC.	6,995.56	3,823.02	1,428.30	0	937.94	5,008.49	0	3,342.86	3,388.00	0	5,802.05	0	6,659.69	8,382.00	6,506.64	4,000.00	5,595.00	7,987.00	6,891.52	7,688.53	0	0	10,874.33	8,995.38	0	0	0	0	0	114,414.90	
THE PAJO CORPORATION	0	3,377.80	0	759.11	580.65	1,235.53	0	0	2,431.72	1,424.72	483.08	1,364.15	0	1,373.72	0	957.96	1,837.48	2,366.36	4,487.40	0	2,524.60	1,590.29	2,074.93	1,359.54	0	1,476.15	566.93	11.44	0	37,510.08	
THE SOLUTION ALCOHOL & DRUG RECOVERY FOUNDATION, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL FAMILY SUPPORT CLINIC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TRANSCULTURAL HEALTH DEVELOPMENT, INC.	6,245.71	0	884.24	0	892.55	1,927.64	902.73	0	3,640.92	1,659.96	2,755.64	0	0	3,986.60	0	1,001.24	6,420.84	2,788.20	458.8	391.4	3,720.86	3,602.82	3,360.11	2,198.56	0	0	0	0	0	50,096.23	
TRANSITIONAL MINISTRY OF CHRIST D.B.A. HELPING HANDS RECOVERY CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TWIN TOWN CORPORATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,098.80	0	2,340.63	
ULTIMATE LIFESTYLE CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
URDC HUMAN SERVICES CORPORATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	224.76
U-TURN ALCOHOL & DRUG EDUCATION PROGRAM, INC.	8,558.06	0	4,014.84	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12,572.90	
VALLEY WOMEN'S CENTER, INC.	0	0	0	0	0	0	0	0	0	0	779.92	0	0	0	0	0	168.65	0	2,279.19	0	1,412.01	628.68	0	0	0	0	0	202.17	947.61	0	6,418.23
VIP DRUG AND ALCOHOL EDUCATION CENTER, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
WEST COAST COUNSELING SERVICES, INC. D.B.A. WEST COAST COUNSELING CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
WEST COAST DRUG AND ALCOHOL EDUCATION PROGRAM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8,359.92	
WEST COAST OUTPATIENT SERVICES, INC.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
WEST COUNTY MEDICAL CLINIC	1,938.90	0	407.55	0	0	0	52.52	0	1,435.60	0	1,613.52	0	367.2	1,705.52	0	0	553.16	1,065.80	0	2,030.86	1,327.74	1,081.77	0	305	274.56	0	626.4	0	17,632.19		
WEST COUNTY MEDICAL CORPORATION	468.38	0	0	280.01	711.68	2,125.40	683.82	0	806.76	0	0	0	453.44	2,593.32	0	572	313.5	0	0	0	0	0	867	0	1,581.60	0	936.08	1,214.52	0	20,459.17	
WESTERN PACIFIC MED-CORP	8,669.30	365.75	974.8	180.6	455.25	6,127.50	1,728.55	408.9	4,412.76	0	6,281.05	197	3,333.00	9,160.80	3,476.00	4,944.00	9,630.50	334.8	4,102.80	350.8	3,592.08	1,035.97	3,249.87	1,444.43	0	1,287.65	362.7	3,449.42	0	90,176.63	
WILSHIRE TREATMENT CENTER, INCORPORATED	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	870.74	
WINGS OF REFUGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
YOU CAN HEALTH SERVICES	0	0	0	0	1,039.53	0	0	0	0	0	2,338.99	591.98	0	0	0	0	0	0	0	711.82	0	0	0	0	0	0	0	0	0	0	4,682.32

**System Requirements - Attachment\_Ref\_10 "Payment/Billing activity by  
Funding Source"**

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL  
PAYMENT ACTIVITY BY FUNDING SOURCE

FundingSource	CorporationName	ContractNumber	% of Contract	SOW	FS_Amount	TotalFunding	% Funded	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	13Period	Paid	
AB109/AB109	CHABAD OF CALIFORNIA, INC.	PH-002977	168,126.00	General Relief	168,126.00	168,126.00	100.00%	14,010.50	0	0	0	0	0	0	0	0	0	0	0	0	0	14,010.50
CalWORKs/CalWORKs	ASIAN AMERICAN DRUG ABUSE PROGRAM, INC.	PH-002961	100,000.00	CalWORKs Asian-Pacific Islander Communities Targeted Outreach Program	100,000.00	100,000.00	100.00%	8,069.22	0	0	0	0	0	0	0	0	0	0	0	0	0	8,069.22
CalWORKs/CalWORKs	ASIAN AMERICAN DRUG ABUSE PROGRAM, INC.	PH-002961 CW_AADAP_Lead_SPA6	1,127,355.00	CalWORKS	1,127,355.00	1,127,355.00	100.00%	52,353.10	0	0	0	0	0	0	0	0	0	0	0	0	0	52,353.10
CalWORKs/CalWORKs	BEHAVIORAL HEALTH SERVICES, INC.	PH-003019	75,000.00	CalWORKS Family Solution Centers Residential Medical	75,000.00	75,000.00	100.00%	6,250.00	0	0	0	0	0	0	0	0	0	0	0	0	0	6,250.00
CalWORKs/CalWORKs	BEHAVIORAL HEALTH SERVICES, INC.	PH-003019	111,600.00	Detoxification Service	111,600.00	111,600.00	100.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CalWORKs/CalWORKs	BEHAVIORAL HEALTH SERVICES, INC.	PH-003019 CW_BHS_Lead_SPA8	1,210,834.00	CalWORKS	1,210,834.00	1,210,834.00	100.00%	47,269.65	0	0	0	0	0	0	0	0	0	0	0	0	0	47,269.65
CalWORKs/CalWORKs	CAMBODIAN ASSOCIATION OF AMERICA	PH-002974	100,000.00	CalWORKs Asian-Pacific Islander Communities Targeted Outreach Program	100,000.00	100,000.00	100.00%	7,282.52	0	0	0	0	0	0	0	0	0	0	0	0	0	7,282.52
CalWORKs/CalWORKs	CAMBODIAN ASSOCIATION OF AMERICA	PH-002974 CW_CAOA_Lead_SPA8	224,991.00	CalWORKS	224,991.00	224,991.00	100.00%	12,146.43	0	0	0	0	0	0	0	0	0	0	0	0	0	12,146.43
CalWORKs/CalWORKs	HOMELESS HEALTH CARE LOS ANGELES, INC.	PH-002963 CW_HHC_Lead_SPA4	242,605.00	CalWORKS	242,605.00	242,605.00	100.00%	4,409.10	0	0	0	0	0	0	0	0	0	0	0	0	0	4,409.10
CalWORKs/CalWORKs	JWCH INSTITUTE, INC.	PH-003025 CW_JWCH_Lead_SPA6	238,298.00	CalWORKS	238,298.00	238,298.00	100.00%	14,620.27	0	0	0	0	0	0	0	0	0	0	0	0	0	14,620.27
CalWORKs/CalWORKs	LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE	PH-002978	200,000.00	CalWORKS Family Solution Centers	200,000.00	200,000.00	100.00%	16,666.04	0	0	0	0	0	0	0	0	0	0	0	0	0	16,666.04
CalWORKs/CalWORKs	LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE	PH-002978 CW_LACADA_Lead_SPA4	203,196.08	CalWORKS	203,196.08	203,196.08	100.00%	562.6	0	0	0	0	0	0	0	0	0	0	0	0	0	562.6
CalWORKs/CalWORKs	LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE	PH-002978 CW_LACADA_Lead_SPA7	730,175.92	CalWORKS	730,175.92	730,175.92	100.00%	17,125.80	0	0	0	0	0	0	0	0	0	0	0	0	0	17,125.80
CalWORKs/CalWORKs	PROTOTYPES, CENTERS FOR INNOVATION IN HEALTH, MENTAL HEALTH, AND SOCIAL SERVICES	PH-002996	75,000.00	CalWORKS Family Solution Centers	75,000.00	75,000.00	100.00%	6,250.00	0	0	0	0	0	0	0	0	0	0	0	0	0	6,250.00
CalWORKs/CalWORKs	PROTOTYPES, CENTERS FOR INNOVATION IN HEALTH, MENTAL HEALTH, AND SOCIAL SERVICES	PH-002996 CW_PROTOTYPES_Lead_SPA3	750,025.00	CalWORKS	750,025.00	750,025.00	100.00%	29,266.18	0	0	0	0	0	0	0	0	0	0	0	0	0	29,266.18
CalWORKs/CalWORKs	SAFE REFUGE	PH-003027 CW_SAFLB_Lead_SPA8	231,419.00	CalWORKS	231,419.00	231,419.00	100.00%	19,284.92	0	0	0	0	0	0	0	0	0	0	0	0	0	19,284.92
CalWORKs/CalWORKs	SHIELDS FOR FAMILIES, INC.	PH-002949	75,000.00	CalWORKS Family Solution Centers	75,000.00	75,000.00	100.00%	6,250.00	0	0	0	0	0	0	0	0	0	0	0	0	0	6,250.00
CalWORKs/CalWORKs	SOCIAL MODEL RECOVERY SYSTEMS, INC.	PH-003028 CW_SMRS_Lead_SPA3	471,406.00	CalWORKS	471,406.00	471,406.00	100.00%	32,194.15	0	0	0	0	0	0	0	0	0	0	0	0	0	32,194.15
CalWORKs/CalWORKs	SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.	PH-003000 CW_SCADP_Lead_SPA7	553,938.00	CalWORKS	553,938.00	553,938.00	100.00%	46,161.50	0	0	0	0	0	0	0	0	0	0	0	0	0	46,161.50
CalWORKs/CalWORKs	SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.	PH-003000	75,000.00	CalWORKS Family Solution Centers	75,000.00	75,000.00	100.00%	6,249.87	0	0	0	0	0	0	0	0	0	0	0	0	0	6,249.87
CalWORKs/CalWORKs	SPECIAL SERVICE FOR GROUPS, INC.	PH-003013	100,000.00	CalWORKs Asian-Pacific Islander Communities Targeted Outreach Program	100,000.00	100,000.00	100.00%	6,036.00	0	0	0	0	0	0	0	0	0	0	0	0	0	6,036.00
CalWORKs/CalWORKs	TARZANA TREATMENT CENTERS, INC.	PH-003031 CW_TTC_Lead_SPA2	2,650,820.00	CalWORKS	2,650,820.00	2,651,211.00	99.99%	220,901.67	0	0	0	0	0	0	0	0	0	0	0	0	0	220,901.67
CalWORKs/CalWORKs	TARZANA TREATMENT CENTERS, INC.	PH-003031	188,400.00	CalWORKS Residential Medical Detoxification Service	188,400.00	188,400.00	100.00%	10,148.90	0	0	0	0	0	0	0	0	0	0	0	0	0	10,148.90

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL  
PAYMENT ACTIVITY BY FUNDING SOURCE

FundingSource	CorporationName	ContractNumber	% of Contract	SOW	FS_Amount	TotalFunding	% Funded	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	13Period	Paid	
CalWORKs/CalWORKs	VALLEY WOMEN'S CENTER, INC.	PH-003014	136,363.64	CalWORKs Family Solution Centers Community Assessment and Services Center	150,000.00	165,000.00	90.91%	11,363.64	0	0	0	0	0	0	0	0	0	0	0	0	0	11,363.64
CalWORKs/CalWORKs - CASC	BEHAVIORAL HEALTH SERVICES, INC.	PH-003019	524,711.00	Program - CalWORKs Community Assessment and Services Center	524,711.00	524,711.00	100.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CalWORKs/CalWORKs - CASC	CALIFORNIA HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE, INC.	PH-002973	542,746.00	Program - CalWORKs Community Assessment and Services Center	542,746.00	542,746.00	100.00%	39,773.21	0	0	0	0	0	0	0	0	0	0	0	0	0	39,773.21
CalWORKs/CalWORKs - CASC	DIDI HIRSCH PSYCHIATRIC SERVICE HOMELESS HEALTH CARE LOS ANGELES, INC.	PH-002986	342,321.00	Program - CalWORKs Community Assessment and Services Center	342,321.00	342,321.00	100.00%	8,957.66	0	0	0	0	0	0	0	0	0	0	0	0	0	8,957.66
CalWORKs/CalWORKs - CASC	PROTOTYPES, CENTERS FOR INNOVATION IN HEALTH, MENTAL HEALTH, AND SOCIAL SERVICES	PH-002963	534,722.00	Program - CalWORKs	534,722.00	534,722.00	100.00%	44,560.17	0	0	0	0	0	0	0	0	0	0	0	0	0	44,560.17
CalWORKs/CalWORKs - CASC	SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH CENTER, INC.	PH-002996	569,198.00	Program - CalWORKs Community Assessment and Services Center	569,198.00	569,198.00	100.00%	47,433.17	0	0	0	0	0	0	0	0	0	0	0	0	0	47,433.17
CalWORKs/CalWORKs - CASC	SPECIAL SERVICE FOR GROUPS, INC.	PH-002997	508,961.35	Program - CalWORKs Community Assessment and Services Center	563,933.00	624,842.00	90.25%	22,037.56	0	0	0	0	0	0	0	0	0	0	0	0	0	22,037.56
CalWORKs/CalWORKs - CASC	TARZANA TREATMENT CENTERS, INC.	PH-003013	625,520.00	Program - CalWORKs Community Assessment and Services Center	625,520.00	625,520.00	100.00%	52,126.67	0	0	0	0	0	0	0	0	0	0	0	0	0	52,126.67
CalWORKs/CalWORKs - CASC	TARZANA TREATMENT CENTERS, INC.	PH-003031	196,364.54	Program - CalWORKs Community Assessment and Services Center	196,364.54	196,364.54	100.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CalWORKs/CalWORKs - CASC	TARZANA TREATMENT CENTERS, INC.	PH-003031_TTC_Lead	180,921.46	Program - CalWORKs	180,921.46	180,921.46	100.00%	15,076.56	0	0	0	0	0	0	0	0	0	0	0	0	0	15,076.56
Drug Court Realignment/Drug Court	ASIAN AMERICAN DRUG ABUSE PROGRAM, INC.	PH-002961	109,120.80	Drug Court Services	270,489.00	670,489.00	40.34%	9,093.40	0	0	0	0	0	0	0	0	0	0	0	0	0	9,093.40
Drug Court Realignment/Drug Court	BEHAVIORAL HEALTH SERVICES, INC.	PH-003019	416,092.00	Drug Court Services	416,092.00	416,092.00	100.00%	23,568.27	0	0	0	0	0	0	0	0	0	0	0	0	0	23,568.27
Drug Court Realignment/Drug Court	BEHAVIORAL HEALTH SERVICES, INC.	PH-003019	100,000.00	Medication-Assisted Treatment	100,000.00	269,945.00	37.04%	8,333.33	0	0	0	0	0	0	0	0	0	0	0	0	0	8,333.33
Drug Court Realignment/Drug Court	CALIFORNIA HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE, INC.	PH-002973	678,633.00	Drug Court Services	678,633.00	775,737.00	87.48%	30,749.88	0	0	0	0	0	0	0	0	0	0	0	0	0	30,749.88
Drug Court Realignment/Drug Court	CLARE FOUNDATION, INC.	PH-002984	227,259.00	Drug Court Services	227,259.00	227,259.00	100.00%	4,937.65	0	0	0	0	0	0	0	0	0	0	0	0	0	4,937.65
Drug Court Realignment/Drug Court	CRI-HELP, INC.	PH-002985	204,758.00	Drug Court Services	204,758.00	204,758.00	100.00%	14,413.91	0	0	0	0	0	0	0	0	0	0	0	0	0	14,413.91
Drug Court Realignment/Drug Court	NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE - LONG BEACH AREA	PH-002979	349,988.00	Drug Court Services	349,988.00	349,988.00	100.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drug Court Realignment/Drug Court	PRINCIPLES, INC.	PH-002995	1,213,670.00	Drug Court Services In-custody Drug Offender Treatment	1,213,670.00	1,828,670.00	66.37%	101,139.17	0	0	0	0	0	0	0	0	0	0	0	0	0	101,139.17
Drug Court Realignment/Drug Court	PRINCIPLES, INC.	PH-002995	119,864.24	Services	243,535.00	659,297.00	36.94%	9,988.69	0	0	0	0	0	0	0	0	0	0	0	0	0	9,988.69
Drug Court Realignment/Drug Court	PROTOTYPES, CENTERS FOR INNOVATION IN HEALTH, MENTAL HEALTH, AND SOCIAL SERVICES	PH-002996	24,365.00	Medication-Assisted Treatment	24,365.00	269,945.00	9.03%	1,350.21	0	0	0	0	0	0	0	0	0	0	0	0	0	1,350.21
Drug Court Realignment/Drug Court	SHIELDS FOR FAMILIES, INC.	PH-002949	362,188.00	Drug Court Services	362,188.00	362,188.00	100.00%	25,708.66	0	0	0	0	0	0	0	0	0	0	0	0	0	25,708.66
Drug Court Realignment/Drug Court	SOCIAL MODEL RECOVERY SYSTEMS, INC.	PH-003028	329,966.00	Drug Court Services	329,966.00	329,966.00	100.00%	8,559.17	0	0	0	0	0	0	0	0	0	0	0	0	0	8,559.17
Drug Court Realignment/Drug Court	SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.	PH-003000	269,577.00	Drug Court Services	269,577.00	269,577.00	100.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drug Court Realignment/Drug Court	SPECIAL SERVICE FOR GROUPS, INC.	PH-003013	201,593.00	Drug Court Services	201,593.00	201,593.00	100.00%	8,552.07	0	0	0	0	0	0	0	0	0	0	0	0	0	8,552.07
Drug Court Realignment/Drug Court	TARZANA TREATMENT CENTERS, INC.	PH-003031	622,048.00	Drug Court Services	622,048.00	622,048.00	100.00%	37,471.64	0	0	0	0	0	0	0	0	0	0	0	0	0	37,471.64

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
 SUBSTANCE ABUSE PREVENTION AND CONTROL  
 PAYMENT ACTIVITY BY FUNDING SOURCE

FundingSource	CorporationName	ContractNumber	% of Contract	SOW	FS_Amount	TotalFunding	% Funded	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	13Period	Paid	
Drug Court Realignment/Drug Court	TARZANA TREATMENT CENTERS, INC. SAN FERNANDO VALLEY COMMUNITY	PH-003031	150,000.00	Medication-Assisted Treatment Community Assessment and Services Center	150,000.00	539,890.00	27.78%	8,338.82	0	0	0	0	0	0	0	0	0	0	0	0	0	8,338.82
Drug Medi-Cal Realignment/CalWORKs	MENTAL HEALTH CENTER, INC.	PH-002997	54,971.65	Program - CalWORKs	60,909.00	624,842.00	9.75%	2,380.22	0	0	0	0	0	0	0	0	0	0	0	0	0	2,380.22
Drug Medi-Cal Realignment/CalWORKs	TARZANA TREATMENT CENTERS, INC.	PH-003031 CW_TTC_Lead_SPA2	391	CalWORKs	391	2,651,211.00	0.01%	32.58	0	0	0	0	0	0	0	0	0	0	0	0	0	32.58
Drug Medi-Cal Realignment/CalWORKs	VALLEY WOMEN'S CENTER, INC. ASIAN AMERICAN DRUG ABUSE PROGRAM, INC.	PH-003014	13,636.36	CalWORKs Family Solution Centers	15,000.00	165,000.00	9.09%	1,136.36	0	0	0	0	0	0	0	0	0	0	0	0	0	1,136.36
Drug Medi-Cal Realignment/Drug Court	CALIFORNIA HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE, INC.	PH-002961	161,368.20	Drug Court Services In-custody Drug Offender Treatment	400,000.00	670,489.00	59.66%	13,447.35	0	0	0	0	0	0	0	0	0	0	0	0	0	13,447.35
Drug Medi-Cal Realignment/Drug Court		PH-002973	150,000.00	Services In-custody Drug Offender Treatment	150,000.00	150,000.00	100.00%	11,421.44	0	0	0	0	0	0	0	0	0	0	0	0	0	11,421.44
Drug Medi-Cal Realignment/Drug Court	PRINCIPLES, INC.	PH-002995	164,783.98	Services	334,801.00	659,297.00	50.78%	13,732.00	0	0	0	0	0	0	0	0	0	0	0	0	0	13,732.00
Drug Medi-Cal Realignment/Drug Court	PRINCIPLES, INC.	PH-002995	265,000.00	Drug Court Services In-custody Drug Offender Treatment	265,000.00	1,828,670.00	14.49%	22,083.33	0	0	0	0	0	0	0	0	0	0	0	0	0	22,083.33
Drug Medi-Cal Realignment/Drug Court	PRINCIPLES, INC. PROTOTYPES, CENTERS FOR INNOVATION IN HEALTH, MENTAL HEALTH, AND SOCIAL SERVICES	PH-002995	39,847.78	Services	80,961.00	659,297.00	12.28%	3,320.65	0	0	0	0	0	0	0	0	0	0	0	0	0	3,320.65
Drug Medi-Cal Realignment/Drug Court		PH-002996	75,635.00	Medication-Assisted Treatment Community Assessment and Services Center	75,635.00	269,945.00	28.02%	4,191.37	0	0	0	0	0	0	0	0	0	0	0	0	0	4,191.37
Drug Medi-Cal Realignment/General Program Services	DIDI HIRSCH PSYCHIATRIC SERVICE SAN FERNANDO VALLEY COMMUNITY	PH-002986	58,333.33	Program - General Population (DMH/UCC) Community Assessment and Services Center	87,500.00	262,500.00	33.33%	1,589.99	0	0	0	0	0	0	0	0	0	0	0	0	0	1,589.99
Drug Medi-Cal Realignment/General Relief	MENTAL HEALTH CENTER, INC. NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE OF THE SAN FERNANDO VALLEY	PH-002997	9,179.50	Program - General Relief	10,171.00	104,336.00	9.75%	282.8	0	0	0	0	0	0	0	0	0	0	0	0	0	282.8
Drug Medi-Cal Realignment/Methamphetamine Services		PH-002966	3,833.66	Methamphetamine Services	4,217.00	46,390.00	9.09%	205.08	0	0	0	0	0	0	0	0	0	0	0	0	0	205.08
General Relief (GR)/General Relief	ALCOHOLISM CENTER FOR WOMEN, INC. ASIAN AMERICAN DRUG ABUSE PROGRAM, INC.	PH-002969	34,539.00	General Relief	34,539.00	34,539.00	100.00%	2,878.25	0	0	0	0	0	0	0	0	0	0	0	0	0	2,878.25
General Relief (GR)/General Relief		PH-002961	224,699.00	General Relief	224,699.00	224,699.00	100.00%	18,724.92	0	0	0	0	0	0	0	0	0	0	0	0	0	18,724.92
General Relief (GR)/General Relief	BEACON HOUSE ASSOCIATION OF SAN PEDRO (THE)	PH-002991	55,853.00	General Relief	55,853.00	55,853.00	100.00%	4,654.42	0	0	0	0	0	0	0	0	0	0	0	0	0	4,654.42
General Relief (GR)/General Relief	BEHAVIORAL HEALTH SERVICES, INC. CALIFORNIA HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE, INC.	PH-003019	371,881.00	General Relief	371,881.00	371,881.00	100.00%	18,700.63	0	0	0	0	0	0	0	0	0	0	0	0	0	18,700.63
General Relief (GR)/General Relief		PH-002973	156,392.00	General Relief	156,392.00	156,392.00	100.00%	13,032.67	0	0	0	0	0	0	0	0	0	0	0	0	0	13,032.67
General Relief (GR)/General Relief	CHABAD OF CALIFORNIA, INC.	PH-002977		General Relief		168,126.00			0	0	0	0	0	0	0	0	0	0	0	0	0	
General Relief (GR)/General Relief	CLARE FOUNDATION, INC.	PH-002984	119,779.00	General Relief	119,779.00	119,779.00	100.00%	9,981.58	0	0	0	0	0	0	0	0	0	0	0	0	0	9,981.58
General Relief (GR)/General Relief	CRI-HELP, INC.	PH-002985	199,121.00	General Relief	199,121.00	199,121.00	100.00%	16,593.42	0	0	0	0	0	0	0	0	0	0	0	0	0	16,593.42
General Relief (GR)/General Relief	DIDI HIRSCH PSYCHIATRIC SERVICE	PH-002986	126,713.00	General Relief	126,713.00	126,713.00	100.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
General Relief (GR)/General Relief	HIS SHELTERING ARMS, INC.	PH-002989	45,341.00	General Relief	45,341.00	45,341.00	100.00%	3,778.42	0	0	0	0	0	0	0	0	0	0	0	0	0	3,778.42
General Relief (GR)/General Relief	HOUSE OF HOPE FOUNDATION, INC.	PH-002964	55,152.00	General Relief	55,152.00	55,152.00	100.00%	4,596.00	0	0	0	0	0	0	0	0	0	0	0	0	0	4,596.00
General Relief (GR)/General Relief	JWCH INSTITUTE, INC.	PH-003025	96,796.00	General Relief	96,796.00	96,796.00	100.00%	8,066.33	0	0	0	0	0	0	0	0	0	0	0	0	0	8,066.33
General Relief (GR)/General Relief	LITTLE HOUSE	PH-002947	38,629.00	General Relief	38,629.00	38,629.00	100.00%	3,170.18	0	0	0	0	0	0	0	0	0	0	0	0	0	3,170.18
General Relief (GR)/General Relief	LIVE AGAIN RECOVERY HOME, INC.	PH-002948	46,476.00	General Relief	46,476.00	46,476.00	100.00%	3,873.00	0	0	0	0	0	0	0	0	0	0	0	0	0	3,873.00

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL  
PAYMENT ACTIVITY BY FUNDING SOURCE

FundingSource	CorporationName	ContractNumber	% of Contract	SOW	FS_Amount	TotalFunding	% Funded	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	13Period	Paid	
General Relief (GR)/General Relief	LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE	PH-002978	90,283.00	General Relief	90,283.00	90,283.00	100.00%	7,523.58	0	0	0	0	0	0	0	0	0	0	0	0	0	7,523.58
General Relief (GR)/General Relief	PALM HOUSE, INC.	PH-002981	34,586.00	General Relief	34,586.00	34,586.00	100.00%	2,882.17	0	0	0	0	0	0	0	0	0	0	0	0	0	2,882.17
General Relief (GR)/General Relief	PEOPLE COORDINATED SERVICES OF SOUTHERN CALIFORNIA	PH-002993	400,552.00	General Relief	400,552.00	400,552.00	100.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
General Relief (GR)/General Relief	PHOENIX HOUSES OF LOS ANGELES, INC.	PH-002992	58,922.00	General Relief	58,922.00	58,922.00	100.00%	4,910.17	0	0	0	0	0	0	0	0	0	0	0	0	0	4,910.17
General Relief (GR)/General Relief	PRINCIPLES, INC.	PH-002995	73,444.00	General Relief	73,444.00	73,444.00	100.00%	6,120.33	0	0	0	0	0	0	0	0	0	0	0	0	0	6,120.33
General Relief (GR)/General Relief	PROTOTYPES, CENTERS FOR INNOVATION IN HEALTH, MENTAL HEALTH, AND SOCIAL SERVICES	PH-002996	67,364.00	General Relief	67,364.00	67,364.00	100.00%	5,613.67	0	0	0	0	0	0	0	0	0	0	0	0	0	5,613.67
General Relief (GR)/General Relief	SOCIAL MODEL RECOVERY SYSTEMS, INC.	PH-003028	303,763.00	General Relief	303,763.00	303,763.00	100.00%	16,012.43	0	0	0	0	0	0	0	0	0	0	0	0	0	16,012.43
General Relief (GR)/General Relief	SOCIAL MODEL RECOVERY SYSTEMS, INC. (formerly known as MARY LIND RECOVERY CENTERS)	PH-003026	64,766.00	General Relief	64,766.00	64,766.00	100.00%	5,397.17	0	0	0	0	0	0	0	0	0	0	0	0	0	5,397.17
General Relief (GR)/General Relief	SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.	PH-003000	53,990.00	General Relief	53,990.00	53,990.00	100.00%	4,060.02	0	0	0	0	0	0	0	0	0	0	0	0	0	4,060.02
General Relief (GR)/General Relief	TARZANA TREATMENT CENTERS, INC.	PH-003031	1,363,992.00	General Relief	1,363,992.00	1,363,992.00	100.00%	94,986.74	0	0	0	0	0	0	0	0	0	0	0	0	0	94,986.74
General Relief (GR)/General Relief	VOLUNTEERS OF AMERICA OF LOS ANGELES	PH-003003	273,954.00	General Relief	273,954.00	273,954.00	100.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
General Relief (GR)/General Relief - CASC	BEHAVIORAL HEALTH SERVICES, INC.	PH-003019	109,344.00	Community Assessment and Services Center Program - General Relief	109,344.00	109,344.00	100.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
General Relief (GR)/General Relief - CASC	CALIFORNIA HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE, INC.	PH-002973	109,120.00	Community Assessment and Services Center Program - General Relief	109,120.00	109,120.00	100.00%	7,017.30	0	0	0	0	0	0	0	0	0	0	0	0	0	7,017.30
General Relief (GR)/General Relief - CASC	DIDI HIRSCH PSYCHIATRIC SERVICE	PH-002986	55,376.00	Community Assessment and Services Center Program - General Relief	55,376.00	55,376.00	100.00%	4,614.67	0	0	0	0	0	0	0	0	0	0	0	0	0	4,614.67
General Relief (GR)/General Relief - CASC	HOMELESS HEALTH CARE LOS ANGELES, INC.	PH-002963	262,736.00	Community Assessment and Services Center Program - General Relief	262,736.00	262,736.00	100.00%	21,894.67	0	0	0	0	0	0	0	0	0	0	0	0	0	21,894.67
General Relief (GR)/General Relief - CASC	PROTOTYPES, CENTERS FOR INNOVATION IN HEALTH, MENTAL HEALTH, AND SOCIAL SERVICES	PH-002996	192,616.00	Community Assessment and Services Center Program - General Relief	192,616.00	192,616.00	100.00%	16,051.33	0	0	0	0	0	0	0	0	0	0	0	0	0	16,051.33
General Relief (GR)/General Relief - CASC	SAN FERNANDO VALLEY COMMUNITY MENTAL HEALTH CENTER, INC.	PH-002997	84,985.50	Community Assessment and Services Center Program - General Relief	94,165.00	104,336.00	90.25%	2,618.25	0	0	0	0	0	0	0	0	0	0	0	0	0	2,618.25
General Relief (GR)/General Relief - CASC	SPECIAL SERVICE FOR GROUPS, INC.	PH-003013	113,632.00	Community Assessment and Services Center Program - General Relief	113,632.00	113,632.00	100.00%	9,469.33	0	0	0	0	0	0	0	0	0	0	0	0	0	9,469.33
General Relief (GR)/General Relief - CASC	TARZANA TREATMENT CENTERS, INC.	PH-003031	25,465.36	Community Assessment and Services Center Program - General Relief	25,465.36	25,465.36	100.00%	1,024.07	0	0	0	0	0	0	0	0	0	0	0	0	0	1,024.07
General Relief (GR)/General Relief - CASC	TARZANA TREATMENT CENTERS, INC.	PH-003031_TTC_Lead	23,462.64	Community Assessment and Services Center Program - General Relief	23,462.64	23,462.64	100.00%	1,955.22	0	0	0	0	0	0	0	0	0	0	0	0	0	1,955.22
JAG - Drug Court/Drug Court (CFDA: 16.738)	TARZANA TREATMENT CENTERS, INC.	PH-003031	324,000.00	Drug Court Services - Edward Byrne Memorial Justice Assistance Grant	324,000.00	324,000.00	100.00%	27,000.00	0	0	0	0	0	0	0	0	0	0	0	0	0	27,000.00
NCC/Drug Court	BEHAVIORAL HEALTH SERVICES, INC.	PH-003019	169,945.00	Medication-Assisted Treatment	169,945.00	269,945.00	62.96%	14,162.09	0	0	0	0	0	0	0	0	0	0	0	0	0	14,162.09

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
 SUBSTANCE ABUSE PREVENTION AND CONTROL  
 PAYMENT ACTIVITY BY FUNDING SOURCE

FundingSource	CorporationName	ContractNumber	% of Contract	SOW	FS_Amount	TotalFunding	% Funded	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	13Period	Paid	
NCC/Drug Court	CALIFORNIA HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE, INC.	PH-002973	97,104.00	Drug Court Services	97,104.00	775,737.00	12.52%	4,399.93	0	0	0	0	0	0	0	0	0	0	0	0	0	4,399.93
NCC/Drug Court	PRINCIPLES, INC.	PH-002995	350,000.00	Drug Court Services	350,000.00	1,828,670.00	19.14%	29,166.67	0	0	0	0	0	0	0	0	0	0	0	0	0	29,166.67
NCC/Drug Court	PROTOTYPES, CENTERS FOR INNOVATION IN HEALTH, MENTAL HEALTH, AND SOCIAL SERVICES	PH-002996	169,945.00	Medication-Assisted Treatment	169,945.00	269,945.00	62.96%	9,417.63	0	0	0	0	0	0	0	0	0	0	0	0	0	9,417.63
NCC/Drug Court	TARZANA TREATMENT CENTERS, INC.	PH-003031	389,890.00	Medication-Assisted Treatment	389,890.00	539,890.00	72.22%	21,674.81	0	0	0	0	0	0	0	0	0	0	0	0	0	21,674.81
NCC/Methamphetamine Services	BEHAVIORAL HEALTH SERVICES, INC.	PH-003019	54,287.00	Methamphetamine Services	54,287.00	54,287.00	100.00%	4,523.92	0	0	0	0	0	0	0	0	0	0	0	0	0	4,523.92
NCC/Methamphetamine Services	CHILDREN'S HOSPITAL OF LOS ANGELES	PH-003020	12,370.00	Methamphetamine Services	12,370.00	12,370.00	100.00%	583.38	0	0	0	0	0	0	0	0	0	0	0	0	0	583.38
NCC/Methamphetamine Services	CLARE FOUNDATION, INC.	PH-002984	61,642.00	Methamphetamine Services	61,642.00	61,642.00	100.00%	5,136.83	0	0	0	0	0	0	0	0	0	0	0	0	0	5,136.83
NCC/Methamphetamine Services	CRI-HELP, INC.	PH-002985	61,642.00	Methamphetamine Services	61,642.00	61,642.00	100.00%	5,136.83	0	0	0	0	0	0	0	0	0	0	0	0	0	5,136.83
NCC/Methamphetamine Services	DIDI HIRSCH PSYCHIATRIC SERVICE	PH-002986	61,642.00	Methamphetamine Services	61,642.00	61,642.00	100.00%	5,136.83	0	0	0	0	0	0	0	0	0	0	0	0	0	5,136.83
NCC/Methamphetamine Services	EL PROYECTO DEL BARRIO	PH-002987	57,960.00	Methamphetamine Services	57,960.00	57,960.00	100.00%	4,015.63	0	0	0	0	0	0	0	0	0	0	0	0	0	4,015.63
NCC/Methamphetamine Services	NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE OF THE SAN FERNANDO VALLEY	PH-002966	38,339.34	Methamphetamine Services	42,173.00	46,390.00	90.91%	2,050.92	0	0	0	0	0	0	0	0	0	0	0	0	0	2,050.92
NCC/Methamphetamine Services	TARZANA TREATMENT CENTERS, INC.	PH-003031	61,642.00	Methamphetamine Services	61,642.00	61,642.00	100.00%	4,488.63	0	0	0	0	0	0	0	0	0	0	0	0	0	4,488.63
NCC/Methamphetamine Services	VAN NESS RECOVERY HOUSE	PH-003002	61,642.00	Methamphetamine Services	61,642.00	61,642.00	100.00%	5,136.83	0	0	0	0	0	0	0	0	0	0	0	0	0	5,136.83
Psych Emergency Services/Co-Occurring Disorders	DIDI HIRSCH PSYCHIATRIC SERVICE	PH-002986	116,666.67	Community Assessment and Services Center Program - General Population (DMH/UCC)	175,000.00	262,500.00	66.67%	3,179.97	0	0	0	0	0	0	0	0	0	0	0	0	0	3,179.97
Psych Emergency Services/Co-Occurring Disorders	TARZANA TREATMENT CENTERS, INC.	PH-003031	175,000.00	Community Assessment and Services Center Program - General Population (DMH/OVP)	175,000.00	175,000.00	100.00%	2,082.94	0	0	0	0	0	0	0	0	0	0	0	0	0	2,082.94
SAPT-Block Grant Discretionary/General Program Services - CASC FFY2016 (CFDA: 93.959)	DIDI HIRSCH PSYCHIATRIC SERVICE	PH-002986	116,578.00	Community Assessment and Services Center Program - General Population (Project 50)	116,578.00	116,578.00	100.00%	2,252.20	0	0	0	0	0	0	0	0	0	0	0	0	0	2,252.20
Statham - Alcohol (AB2086)/PC1210	BEHAVIORAL HEALTH SERVICES, INC.	PH-003019	167,301.00	Community Assessment and Services Center Program - PC1210	167,301.00	167,301.00	100.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Statham - Alcohol (AB2086)/PC1210	CALIFORNIA HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE, INC.	PH-002973	132,359.00	Community Assessment and Services Center Program - PC1210	132,359.00	132,359.00	100.00%	10,865.29	0	0	0	0	0	0	0	0	0	0	0	0	0	10,865.29
Statham - Alcohol (AB2086)/PC1210	DIDI HIRSCH PSYCHIATRIC SERVICE	PH-002986	50,057.00	Community Assessment and Services Center Program - PC1210	50,057.00	50,057.00	100.00%	889.96	0	0	0	0	0	0	0	0	0	0	0	0	0	889.96
Statham - Alcohol (AB2086)/PC1210	HOMELESS HEALTH CARE LOS ANGELES, INC.	PH-002963	154,953.00	Community Assessment and Services Center Program - PC1210	154,953.00	154,953.00	100.00%	12,912.75	0	0	0	0	0	0	0	0	0	0	0	0	0	12,912.75
Statham - Alcohol (AB2086)/PC1210	PROTOTYPES, CENTERS FOR INNOVATION IN HEALTH, MENTAL HEALTH, AND SOCIAL SERVICES	PH-002996	218,050.00	Community Assessment and Services Center Program - PC1210	218,050.00	218,050.00	100.00%	18,170.83	0	0	0	0	0	0	0	0	0	0	0	0	0	18,170.83
Statham - Alcohol (AB2086)/PC1210	SPECIAL SERVICE FOR GROUPS, INC.	PH-003013	137,734.00	Community Assessment and Services Center Program - PC1210	137,734.00	137,734.00	100.00%	10,391.27	0	0	0	0	0	0	0	0	0	0	0	0	0	10,391.27
Statham - Alcohol (AB2086)/PC1210	TARZANA TREATMENT CENTERS, INC.	PH-003031	136,878.00	Community Assessment and Services Center Program - PC1210 and 3063.1 (SPA1)	136,878.00	136,878.00	100.00%	516.57	0	0	0	0	0	0	0	0	0	0	0	0	0	516.57

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
 SUBSTANCE ABUSE PREVENTION AND CONTROL  
 PAYMENT ACTIVITY BY FUNDING SOURCE

FundingSource	CorporationName	ContractNumber	% of Contract	SOW	FS_Amount	TotalFunding	% Funded	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	13Period	Paid	
				Community Assessment and Services Center																		
Statham - Alcohol (AB2086)/PC1210	TARZANA TREATMENT CENTERS, INC.	PH-003031	63,257.00	Program - PC1210 and 3063.1 (SPA2)	63,257.00	63,257.00	100.00%	3,491.73	0	0	0	0	0	0	0	0	0	0	0	0	0	3,491.73
Superior Court (Drug Court) - Cal Hispanic/Drug Court	CALIFORNIA HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE, INC.	PH-002973	18,920.00	Drug Court Services - Superior Drug Court	18,920.00	18,920.00	100.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



**System Requirements - Attachment\_Ref\_11 "Funding Plan Summary"**





**System Requirements - Attachment\_Ref\_12 "Reimbursement and Billing  
by Provider, Reporting Month and Fiscal Year"**

**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL - FINANCIAL SERVICES DIVISION  
ENCOUNTER BILLING SYSTEM CONTRACT PERFORMANCE DATA REPORT  
MATRIX INSTITUTE ON ADDICTIONS  
FISCAL YEAR 2015-16**

Contract Number: PH-002702

Contract Amount: \$1,800,000.00

Encumbrance#: 66854

Statement of Work: DMC

Term of Contract: 07/15- 06/16

**I. FINANCIAL PERFORMANCE**

Report Period	Gross Amount Claimed	Amount Due to be Paid	Adjustment	Actual Amount Paid	YTD % Fund Budgeted	YTD % Funds Utilized
07/2015	139,524.46	139,524.46	(525.23)	138,999.23	8.33%	7.75%
08/2015	136,943.06	136,943.06	(540.66)	136,402.40	16.67%	15.36%
09/2015	139,476.12	139,476.12	(1,396.70)	138,079.42	25.00%	23.11%
10/2015	142,762.22	142,762.22	0.00	142,762.22	33.33%	31.04%
11/2015	134,684.98	134,684.98	(2,481.39)	132,203.59	41.67%	38.52%
12/2015	137,130.12	137,130.12	(3,210.74)	133,919.38	50.00%	46.14%
01/2016	137,794.92	137,794.92	0.00	137,794.92	58.33%	53.80%
02/2016	133,742.68	133,742.68	(355.16)	133,387.52	66.67%	61.23%
03/2016	141,106.21	141,106.21	0.00	141,106.21	75.00%	69.06%
04/2016	133,805.24	133,805.24	(652.60)	133,152.64	83.33%	76.50%
05/2016	136,821.93	136,821.93	0.00	136,821.93	91.67%	84.10%
06/2016	134,243.37	134,243.37	0.00	134,243.37	100.00%	91.56%
<b>Total</b>	<b>\$1,648,035.31</b>	<b>\$1,648,035.31</b>	<b>(\$9,162.48)</b>	<b>\$1,638,872.83</b>		

**II. SERVICE PERFORMANCE**

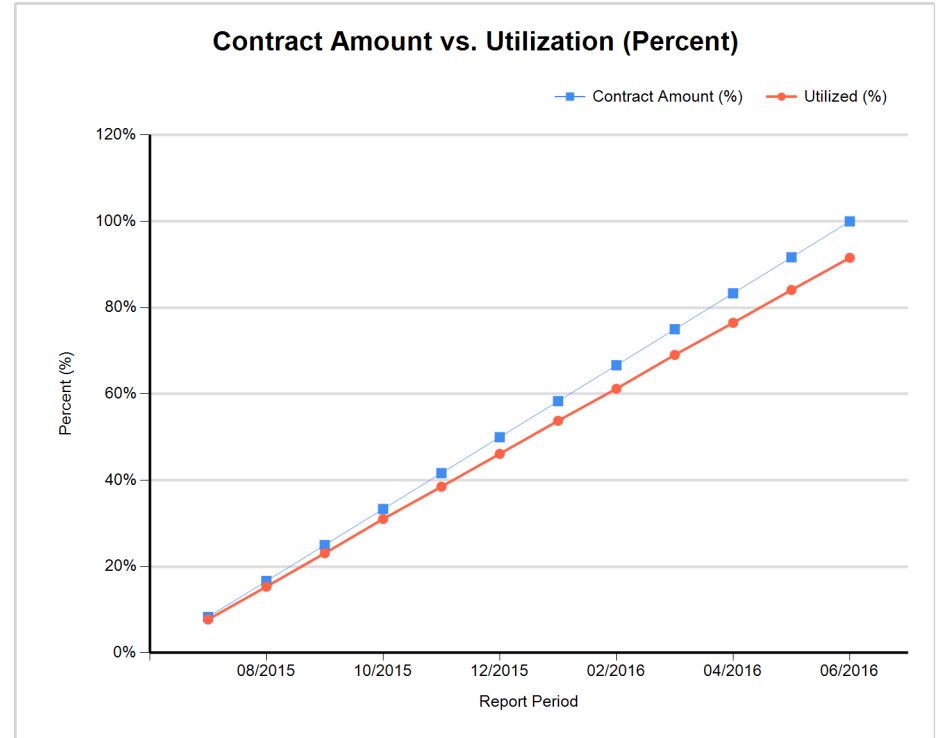
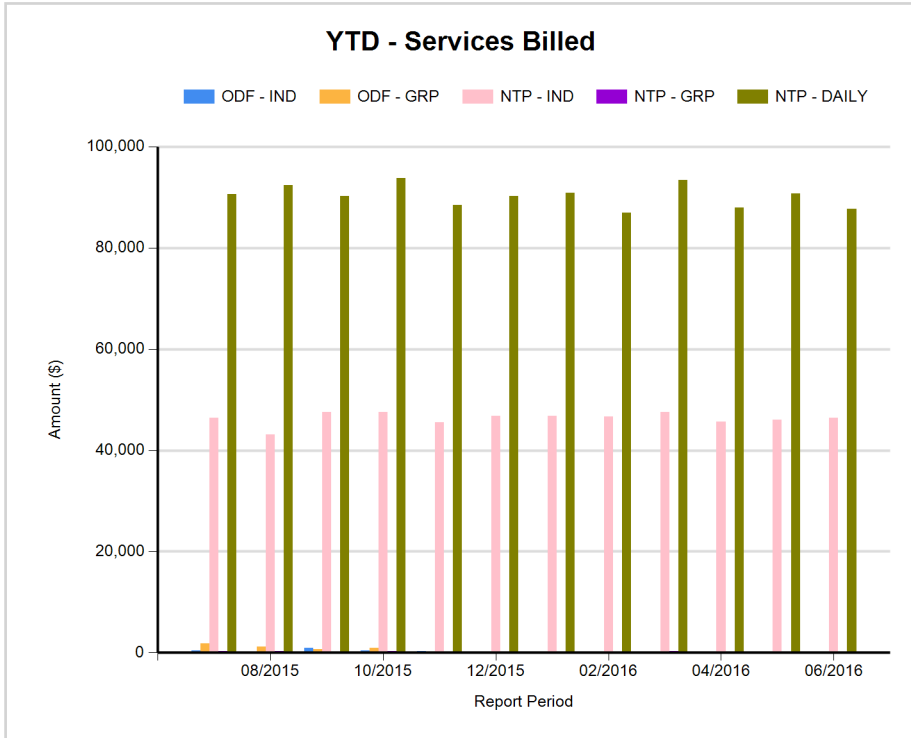
Report Period	ODF		NTP			Total		Comments
	IND	GRP	IND	GRP	DAILY	UOS	Amount	
07/2015	6	66	3,466	105	7,920	11,563	139,524.46	
08/2015	1	42	3,221	91	8,071	11,426	136,943.06	
09/2015	15	24	3,547	48	7,883	11,517	139,476.12	
10/2015	6	35	3,546	82	8,189	11,858	142,762.22	
11/2015	4	8	3,402	64	7,732	11,210	134,684.98	
12/2015	0	0	3,492	48	7,887	11,427	137,130.12	
01/2016	0	0	3,492	56	7,943	11,491	137,794.92	
02/2016	0	0	3,482	73	7,596	11,151	133,742.68	
03/2016	0	0	3,551	84	8,156	11,791	141,106.21	
04/2016	0	0	3,412	48	7,690	11,150	133,805.24	
05/2016	0	0	3,435	32	7,931	11,398	136,821.93	
06/2016	0	0	3,465	49	7,666	11,180	134,243.37	
<b>Total</b>	<b>32</b>	<b>175</b>	<b>41,511</b>	<b>780</b>	<b>94,664</b>	<b>137,162</b>	<b>\$1,648,035.31</b>	

**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH  
 SUBSTANCE ABUSE PREVENTION AND CONTROL - FINANCIAL SERVICES DIVISION  
 ENCOUNTER BILLING SYSTEM CONTRACT PERFORMANCE DATA REPORT  
 MATRIX INSTITUTE ON ADDICTIONS  
 FISCAL YEAR 2015-16**

Contract Amount  
Utilized (%)



Contract Amount  
vs  
Utilization  
100.00% : 91.56%



**System Requirements - Attachment\_Ref\_13 "Risk Assessment Tool & Evaluation (R.A.T.E) for DMC contracts"**

## RISK ASSESSMENT TOOL & EVALUATION (R.A.T.E)

### ADMINISTRATIVE REVIEW - AUTOMATIC ACTION/RESPONSE

Reference	Administrative	Automatic Action/Response
Additional Provisions Paragraph 4.B	DMC certificate terminated	
Additional Provisions Paragraph 19	DMC certificate suspended	SUSPENDED
Additional Provisions Paragraph 58	Contractor reported any child or elder abuse incident or allegation	
Additional Provisions Paragraph 4.B	All services being conducted at certified (DMC/AOD) or contracted sites	
Contract Exhibit Paragraph 9	Medical Director's license is active and non-restricted	HOLD PAYMENT
Exhibit Paragraph 9.D, June 3, 2010 Memo, Title 22 Sec. 51341.1(h)(2)(A)(ii)(b)	No treatment documentation (progress notes, treatment plans, sign-in sheets, admission documents, waivers, etc.) was pre-dated, pre-generated, backdated, pre-signed, or post signed	

### PERSONNEL REVIEW

Reference	Personnel	%	Non-Compliant Threshold	Points	Total Score
Title 9, Division 4, Chapter 8, Subchapter 2, Section 13010	COUNSELING STAFF ONLY: Counselor certification/registration is current	50.00	25%	10	15
Additional Provisions Paragraph 4.B	YOUTH STAFF ONLY: DOJ and FBI cleared	16.67	25%	5	
Additional Provisions Paragraph 14.C(4)	Staff timesheets are complete and reflect actual time worked	0.00	25%	0	
Contract Paragraph 10	Provider met Performance Benchmarks (PB) for quarter monitored	0.00	33%	0	

### CLIENT FILE REVIEW

Reference	Client File Review	%	Non-Compliant Threshold	Points	Total Score
Title 22, Section(h)(5)(i)(ii)(D)	Six-month and/or annual treatment extensions meet deadline regulations and are signed by all mandated individuals	100.00	33%	10	10
Title 22 Sec. 51341.1(h)(2)(A)(iii)(a)	Treatment plans, including updates, are within deadline regulations, signed by all required individuals and are consistent with intake information	0.00	25%	0	
Title 22 Sec. 51341.1(h)(3)	Documentation for individual sessions meet DMC criteria	0.00	25%	0	
Title 22 Sec. 51341.1(h)(3)(A)(i), Exhibit, Paragraph 5	All documentation to support services (i.e. sign-in sheets, progress notes, etc.) billed are complete (i.e., signed, dated, location, etc.)	0.00	20%	0	

### MEDICAL REVIEW

Reference	Medical Review	%	Non-Compliant Threshold	Points	Total Score
Title 22 Sec. 51341.1(h)(1)(A)(iii)(b)	Physical Exam or Waiver filed and signed by Medical Director	0.00	15%	0	25



Title 22 Sec. 51341.1 (h)(1) (A)(iii)(b)	Physician established medical necessity consistent with Section 51303	100.00	10%	25	
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Agency Score Action to be taken

69 and below **Provider must address issue in CAP**

70 - 79 Payment suspended until issue resolved

80 - 89 Contract suspension

90+ Contract termination

50

**System Requirements - Attachment\_Ref\_14 "Summary of Report (S.O.R)  
for the Non-Compliant responses"**

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
 SUBSTANCE ABUSE PREVENTION AND CONTROL  
 PROGRAM MONITORING REPORT

Agency Name: ACME, INC.

Fiscal Year: FY1415

**ADMINISTRATIVE REVIEW**

**Management Review:**

Requirements	Authority	Findings
Agency provides services to the specific population designated in contract.	Statement of Work	the reason here
Agency provides services to males and/or females designated in the contract.	Statement of Work	
Agency/Facility meets all ADA requirements. Examples of requirements: Installed ramps; Curb cuts at sidewalks and entrances; widened doorways; Installed grab bars in toilet stalls; raised letters or braille to elevator buttons... "First priority should be given to measures enabling individuals with disabilities to get through the front entrance."	ADA Title III Highlights (DOJ, September 15, 2010) Paragraph. Full Text: 28 CFR Part 36	
Removal of Barriers: If not compliant, does Agency have a plan to remove all barriers to access facility and services? Recommendation: assessment of barriers; estimated cost to remove barriers; plan for removal or modification of barriers; implementation schedule; public announcement	ADA Title III Highlights (DOJ, September 15, 2010) Paragraph (V) Full Text: 28 CFR Part 36	
Contractor shall designate at least one employee as "Disability Access Coordinator" to ensure program access for disabled individuals, and to receive and resolve complaints regarding access for disabled persons at Contractor's facility(ies)	S.U.D. Contract	e4
(a) Agency is aware of the National Standards for Culturally and Linguistically Appropriate Services (CLAS) and has a implementation plan. OR	SAPC Bulletin	
(b) Agency is aware of CLAS and is working on plan for implementation.	SAPC Bulletin	A I A O C
If agency subcontracts, does it meet the following requirements.(A.) Subcontractor(s) notified Director of his/her designee in writing and in advance of subcontracting	SAPC Contract	I S D I M
Discussed and Reviewed with Executive Director Recent Quarterly Or Annual Site Report.	Contract / Additional Provisions	AAR7 NC 10/7/2015 at 4:50 p.m.
CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Contractor shall interview qualified candidates referred by the County.	SAPC Contract	C O H G
Program and Audit/Compliance Review: Contractor cooperative with County Representative while conducting On-site Audit or Investigation.	Substance Use Disorder Contract	P and A/C R: C coop
Agency has established written entrance requirements	SAPC Contract Exhibit: Specific Services to be provided	SH2 A h e w e r

Insure that participants actively participate in treatment and recovery program services.	SAPC Contract Exhibit: Specific Services to be provided	SH15
For perinatal, insure that pregnant participants are receiving prenatal care and other participants, including children, are receiving medical care	SAPC Contract Exhibit: Specific Services to be provided	SH16
Insure that participants will share in maintenance and upkeep of the facility	SAPC Contract Exhibit: Specific Services to be provided	SH17
Agency notified County prior to filling the following positions: executive director, program director, or medical director	SAPC Contract	AAR10 NC
Contractor maintains an ORI number and has a designated custodian of record who ensures staff performing services to Youth under SAPC Contract (s) undergo LiveScan, receives results, maintains confidentiality and security of documents, reveiws results, and approves or clears staff as a condition of beginning and/or continuing to perform services under this Contract.	SAPC Contract: Background and Security Investigations	
During the term of the contract, Contractor performed periodic criminal background reviews and immediately removed staff from performing services and/or replaced staff within fifteen (15) days of removal if the staff in a designated sensitive position did not obtain work clearance through the criminal history background review or subsequent criminal information was revealed.	SAPC Contract: Background and Security Investigations	

Form Of Business Organization (e.g. Sole Proprietorship, Corporation, Partnership, Non-profit)	SAPC Contract	
Board Minutes Fiscal Year	SAPC Contract	4
Contract Signature Authorization	SAPC Contract	
Business Ownership Disclosure Statement - Contractor totally or partially owns other businesses that do business under SAPC contracts	SAPC Contract	7
If Facility of Contractor is rented or leased From a Parent Organization or Individual Who Is A Common Owner, Contractor Shall Only Charge The Program Cost of Ownership.	SAPC Contract	
Active DMC Certification	SAPC Contract	RATE
Active State AOD Certification	SAPC Contract	24
Active NTP License	SAPC Contract	25
Active Residential License	SAPC Contract	18
Medical Director's license is active and non-restricted	SAPC Contract	RATE
Nondiscrimination In Services Statement	SAPC Contract	22
Complaints; Investigation; and Response Policy	SAPC Contract	26
Maintains procedure for addressing complaints regarding facility access for the handicapped.	SAPC Contract	27
Nondiscrimination In Employment Policy contains the following: A. not discriminate based on race, color, age, sex...	SAPC Contract	
Waitlist Policy	45 CFR, Subpart L.	30
Subcontractor (s) Agreement	SAPC Contract	31
Professional Licenses, Permits, Registrations, Accreditations	SAPC Contract	32
Public Announcements Re: Treatment Services At Location.	SAPC Contract	34

Medical Agreement With Licensed Medical Facility (RE S ONLY)	SAPC Contract	39
Contractor's Equal Employment Oportunity (EEO) Certification	SAPC Contract	44
Charitable Contribution Certification	SAPC Contract	45
Board Minutes (4 per year): Meeting All Requirements stated in SUD Services Contract	SUD Services Contract & AOD Certification Standards 18005	46
Public Announcements/Brochures Re: Treatment Services At Location indicate "Funded or partially funded under Substance Abuse Prevention & Control of the County of Los Angeles."	SAPC Contract	52

### Insurance Worksheet:

Type of Insurance	Insurance Company	Policy Number	Expiration Date
General Liability		123213	
Comprehensive Auto Liability	Not Contractually Required	Not Contractually Required	Not Contractually Required
Professional Liability	Not Contractually Required	Not Contractually Required	Not Contractually Required
Sexual Misconduct Liability		101112	10/6/2014
Worker's Compensation	xyz	123	10/7/2014

Requirements	Authority	Findings
Certificate of Insurance must include the language in the cancellation box: The issuing will endeavor to mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. Please submit a copy of your policy.	Add'l Requirements	
Certificate is signed by insurance representative.	Add'l Requirements	Certificate not signed
Policy Deductibel Does Not Exceed \$50,000 dollar limites	Certificate of Insurance	

### Personnel Review:

Requirements	Authority	Findings
Agency employs at least the minimum number of staff identified in their budget.	SAPC Contract	
Agency designates an AIDS resource person to receive HIV/AIDS education and training for providing information to staff and clients/participants.	SAPC Contract	a d a a r p
Agency employs at least one individual to specifically work full time on alcohol and/or drug services funded under each contract (Approval of exceptions is obtained in writing from the Director). Authority: Additional Provisions	Personnel	A1 a e a l o l t s w f t
Agency has one qualified FT Director (or Assistant)	SAPC Contract SOW	F1
Agency has one qualified FT Management Information/Assessment Specialist	SAPC Contract SOW	F2
Agency has one qualified FT clerical staff	SAPC Contract SOW	a h a o q f c s

Agency has one qualified FT Peer advocate/counselor	SAPC Contract SOW	f6
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### Personnel Review Checklist:

The following 6 Personnel Records were reviewed:

First Name	Last Name	Job Title
Lane	Hu	Medical Director
Eds	Mr	Assistant Director
Testing1	Testing1	Accountant
Testing3	Testing2	Medical Director
Testing5	TestFive	Nurse
2000	testing	Assessment Specialist

First Name	Last Name	Requirements	Authority	Findings
Eds	Mr	Counselor Certification Review	Counselor Certification Review	
Testing1	Testing1	Counselor Certification Review	Counselor Certification Review	
Testing3	Testing2	Counselor Certification Review	Counselor Certification Review	
Lane	Hu	Criminal Record Clearance: written verification from custodian of record only, no actual criminal records should be in file. (Y)	SAPC Contract	Not clear
Eds	Mr	Interns Only: Progress reviews are in file	Title 9, Division 4, Subchapter 3, Article 1, Section 9846 (f)	
Testing1	Testing1	Unlawful Solicitation Policy (E)	SAPC Contract	
Eds	Mr	Volunteers Only: If assist in conducting educational sessions, group counseling, intake interview, face to face interview or assessments of alcohol and/or drug problems are (1) under direct supervision of licensed, certified staff and must adhere to code of conduct. (2) conduct services can only be provided while supervising staff is present in the room.	Title 9, Division 4, Subchapter 3, Article 1, Section 9846 (e)	

### Staff Certification/License

The following 1 Staff Certification/License were reviewed:

First Name	Last Name	Job Title	Certification/License Number	Expiration Date
Eds	Mr	Assistant Director		
Testing1	Testing1	Accountant		
Testing3	Testing2	Medical Director		

### Medical Director

There is/are 2 Medical Director(s):

Last Name	First Name	Job Title	Agreement Date	Schedule	Board Status	Agreement Language Acceptable	Agreement Term Start	Agreement Term End
Hu	Lane	Medical Director				No		
Testing2	Testing3	Medical Director						

### Facility Review:

Address	Findings
1234 West Coyote Avenue, Long Beach 90012	A1
1234 West Coyote Avenue, Long Beach 90012	
1234 West Coyote Avenue, Long Beach 90012	
333 North Safe Residential Street, Bellflower 90604	A12222
333 North Safe Residential Street, Bellflower 90604	B2
7777 East Runner Road, Los Angeles 90220	
7777 East Runner Road, Los Angeles 90220	

## REVIEW OF STATEMENT OF WORK

### Chart Review:

SOW (MOS)	Address	Service Month	Patient ID	Requirements	Authority	Findings
DMC (ODF)	1234 West Coyote Avenue, Long Beach	072015	123	Demographic and Identifying Data: All participant files shall contain demographic information sufficient to identify the participant...A) Participant identifier; B) Date of Birth; C) Sex; D) Race/ethnic backgrounds; E) Address; F) Telephone number; and G) Next of kin or emergency contact.	Title 22 Sec 51341.1(g)(1); SUD Contract, Treatment Standards for SUD and AOD Program Certification Standards	not there
GR (OC)	333 North Safe Residential Street, Bellflower	052015	B456	Demographic and Identifying Data: All participant files shall contain demographic information sufficient to identify the participant...A) Participant identifier; B) Date of Birth; C) Sex; D) Race/ethnic backgrounds; E) Address; F) Telephone number; and G) Next of kin or emergency contact.	Treatment Standards for SUD (6700)   AOD Program Certification Standards (17015)(a,b)	qqqqqqqqqq
AB109 (OC)	333 North Safe Residential Street, Bellflower	052015	C789	Demographic and Identifying Data: All participant files shall contain demographic information sufficient to identify the participant...A) Participant identifier; B) Date of Birth; C) Sex; D) Race/ethnic backgrounds; E) Address; F) Telephone number; and G) Next of	Treatment Standards for SUD (6700)   AOD Program Certification Standards	C789 A1

				kin or emergency contact.	(17015)(a,b)	
AB109 (OC)	333 North Safe Residential Street, Bellflower	092015	W444	Demographic and Identifying Data: All participant files shall contain demographic information sufficient to identify the participant...A) Participant identifier; B) Date of Birth; C) Sex; D) Race/ethnic backgrounds; E) Address; F) Telephone number; and G) Next of kin or emergency contact.	Treatment Standards for SUD (6700)   AOD Program Certification Standards (17015)(a,b)	W444 Comment for A1
GPS (RS)	1234 West Coyote Avenue, Long Beach	052015	E777	Identifying data shall include at least: participant identifier (i.e., name, number, etc.); Date of birth; Sex; Race/ethnic and linguistic backgrounds; Address; Telephone number; Emergency contact (include phone number and consent of participant for contact); and Family support system.	AOD Program Certification Standards;	zzzzzzzz
DMC (ODF)	1234 West Coyote Avenue, Long Beach	072015	123	Admission criteria establishing medical necessity includes:An initial interview, documented in the participant's file, shall determine whether or not participant meets the admission criteria: alcohol / illicit drugs used, documentation of social, psychological, physical and/or behavioral problems related to alcohol and/or other drugs.	Title 22 Sec 51341.1(g)(1); Title 22 Sec. 51341.1(h)(1)(D) (i); DMC-SOW;AOD Program Certification Standards (12010)(a-d)	No SUDs
DMC (ODF)	1234 West Coyote Avenue, Long Beach	072015	123	ODF Individual Counseling is limited to 50 minutes of Intake, Crisis, Collateral Services, Treatment planning and Discharge Planning.	DMC-ODF SOW	More than 50 minutes
GR (OC)	333 North Safe Residential Street, Bellflower	052015	B456	The program shall have written admission and readmission criteria for determining the individual's eligibility and sustainability for services. The admission criteria shall include: 1) Identification of alcohol and illicit drugs used; 2) Documentation of social, psychological, physical and/or behavioral problems related to alcohol and/or other drug; 3) and statement of nondiscrimination requiring that admission shall not be denied on the basis of ethnic group identification, religion, sex, age, color or disability.	Treatment Standards for SUD (3100)   AOD Program Certification Standards (12010)(b.1-3)	iiiiiiiiii
AB109 (OC)	333 North Safe Residential Street, Bellflower	052015	C789	The program shall have written admission and readmission criteria for determining the individual's eligibility and sustainability for services. The admission criteria shall include: 1) Identification of alcohol and illicit drugs used; 2) Documentation of social, psychological, physical and/or behavioral problems related to alcohol and/or other drug; 3) and statement of nondiscrimination requiring that admission shall not be denied on the basis of ethnic group identification, religion, sex, age, color or	Treatment Standards for SUD (3100)   AOD Program Certification Standards (12010)(b.1-3)	C789 A2



				disability.		
AB109 (OC)	333 North Safe Residential Street, Bellflower	092015	W444	The program shall have written admission and readmission criteria for determining the individual's eligibility and sustainability for services. The admission criteria shall include: 1) Identification of alcohol and illicit drugs used; 2) Documentation of social, psychological, physical and/or behavioral problems related to alcohol and/or other drug; 3) and statement of nondiscrimination requiring that admission shall not be denied on the basis of ethnic group identification, religion, sex, age, color or disability.	Treatment Standards for SUD (3100)   AOD Program Certification Standards (12010)(b.1-3)	W444 Comment for A2
AB109 (OC)	333 North Safe Residential Street, Bellflower	092015	W444	Client meets admission criteria: All participants admitted shall meet the admission criteria and this shall be documented in the participants file.	AOD Program Certification Standards (12010)(b)	W444 Comment for A3
DMC (ODF)	1234 West Coyote Avenue, Long Beach	072015	123	Physical exam completion.	Title 22 Sec. 51341.1(d)(2); SAPC BULLETIN 14-04-DMC dated December 18, 2014 entitled: Changes to the Drug Medi-Cal Program	Does not meet
DMC (ODF)	1234 West Coyote Avenue, Long Beach	072015	123	If physical exam not completed by MD then: Client provided exam completed within previous 12 months (and MD reviews within 30 days of admission) If client cannot provide copy of exam MD must examine or order a physical exam within 30 days from the date of admission. However, if MD can neither conduct exam nor review previous physical, then goal must be included on initial treatment plan. Goal is short term and must be met within 60 days of date of admission.	SAPC BULLETIN 14-04-DMC dated December 18, 2014 entitled: Changes to the Drug Medi-Cal Program	MD was not on duty
DMC (ODF)	1234 West Coyote Avenue, Long Beach	072015	123	Each participant shall review, sign, and be provided at admission, a copy of the participant rights specified. The program shall place the original signed participant rights document in the participant's file. A statement of non-discrimination requiring that admission shall not be denied on the basis of ethnic group identification, religion, age, sex, color, or disability.	AOD Program Certification Standards (22000-a-b) Participant Rights	some participant didn't sign the copy of participant rights
GPS (RS)	1234 West Coyote Avenue, Long Beach	052015	E777	AIDS/HIV Education and Acknowledgement Form and access to voluntary HIV testing	SAPC Contract; 45 CFR 96.127(a)(1) & (a)(2)	mmmmmm m

## **PROGRAM OBSERVATIONS**

<b>Type</b>	<b>Location</b>	<b>Overall Comments</b>
Individual - OP	1234 West Coyote Avenue, Long Beach, CA 90012	OCINDOP - Checked
Individual - RS	333 North Safe Residential Street, Bellflower, CA 90604	OC IND RS - Checked
Group	333 North Safe Residential Street, Bellflower, CA 90604	OC Group - Checked
NTP - Individual	1234 West Coyote Avenue, Long Beach, CA 90012	Over - NTP (IND) - Checked
NTP - Dosing Program Observation	7777 East Runner Road, Los Angeles, CA 90220	OC
NTP - Dosing Program Observation	1234 West Coyote Avenue, Long Beach, CA 90012	

**System Requirements - Attachment\_Ref\_15 "Billing Verification Report  
(B.V) for unverified claims"**

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL  
BILLING VERIFICATION SUMMARY

Patient ID	SOW	Service	HCPCS	Start	End	Units	Amount	ClaimVerifyReason	ClaimVerifyComment
C789	AB109	OC IND	H0004	5/1/2015	5/1/2015	1	20.9	Administrative Issue	Bad claim
E777	GR	OC IND	H0004	5/13/2015	5/13/2015	4	76	Unsupported Claim	Client was in Las Vegas on this date
B456	GR	OC IND	H0004	5/13/2015	5/13/2015	4	76	Unsupported Claim	Client was in Las Vegas on this date
E777	GR	OC IND	H0004	5/1/2015	5/1/2015	4	76	Administrative Issue	
B456	GR	OC IND	H0004	5/1/2015	5/1/2015	4	76	Administrative Issue	
E777	GR	OC IND	H0004	5/20/2015	5/20/2015	4	76	Administrative Issue	
B456	GR	OC IND	H0004	5/20/2015	5/20/2015	4	76	Administrative Issue	
E777	GR	OC GRP	H0005	5/20/2015	5/20/2015	6	36.24	Administrative Issue	
B456	GR	OC GRP	H0005	5/20/2015	5/20/2015	6	36.24	Administrative Issue	
	123 DMC	OC GRP	H0005	7/5/2015	7/5/2015	1	27.14	Administrative Issue	Client was out of town on this date.
	123 DMC	OC GRP	H0005	7/11/2015	7/11/2015	1	27.14	Administrative Issue	Bad Claim
W444	AB109	OC GRP	H0005	9/4/2015	9/4/2015	4	19	Administrative Issue	Patient was out of the state on this date.
W444	AB109	OC GRP	H0005	9/8/2015	9/8/2015	4	19	Administrative Issue	Client was on a cruise on this date therefore could not have been at the provider
W444	AB109	OC GRP	H0005	9/9/2015	9/9/2015	4	19	Administrative Issue	AB109 W444
W444	AB109	CM	H0006	9/4/2015	9/4/2015	4	63.68	Administrative Issue	Patient was in Las Vegas on this date
E777	GPS	RS	X9999	5/1/2015	5/1/2015	1	114.85	Administrative Issue	
B456	GPS	RS	X9999	5/1/2015	5/1/2015	1	114.85	Administrative Issue	

**System Requirements - Attachment\_Ref\_16 "Program Monitoring  
Report"**



CYNTHIA A. HARDING, M.P.H.  
Interim Director

JEFFREY D. GUNZENHAUSER, M.D., M.P.H.  
Interim Health Officer

**SUBSTANCE ABUSE PREVENTION AND CONTROL**

Wayne K. Sugita, M.P.A.  
Interim Director  
1000 South Fremont Avenue  
Building A-9 East, Third Floor  
Alhambra, CA 91803  
TEL (626) 299-4193 • FAX (626) 458-7637

**BOARD OF SUPERVISORS**

- Hilda L. Solis  
First District
- Mark Ridley-Thomas  
Second District
- Sheila Kuehl  
Third District
- Don Knabe  
Fourth District
- Michael D. Antonovich  
Fifth District

[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)

September 8, 2016

Mr. Ed  
Executive Director  
ACME, INC.  
123 Main Street  
Los Angeles, CA 90015

Dear Ed:

This is to provide you with a Program Monitoring Summary Report for the following site visit:

**Fiscal Year:** 2014-2015

**Site Visit Date:** July 1, 2015 - October 1, 2015

**Contract Number(s):** PH-0000NT| PH-222221| PH-222222| PH-444444| PH-555555

**Agency Staff:** 2000 testing, Assessment Specialist, Eds Mr, Assistant Director, Lane Hu, Medical Director, Testing1 Testing1, Accountant, Testing3 Testing2, Medical Director, Testing5 TestFive, Nurse

The enclosed report summarizes the findings, requirements, and/or recommendations resulting from this site visit.

Your agency must submit a written Corrective Action Plan (CAP) to your Contract Program Auditor by August 24, 2016. Using the 'SAPC Contractor Corrective Action Plan form' found on the SAPC provider webpage <http://publichealth.lacounty.gov/sapc/provider.htm> to document what will be done to ensure that these deficiencies do not become chronic. A follow up visit may be conducted to verify progress on your plan.

-CONFIDENTIAL-

Mr. Ed  
September 8, 2016  
Page 2 of 2

Please thank your staff for their assistance and cooperation rendered during the site visit. If you have any questions or need additional information, please contact (CPA'sFIRSTName) (CPA'sLASTName) at (626) 299-xxxx or via email at xxxx@ph.lacounty.gov.

Sincerely,

---

(CPA's First Name) (CPA's Last Name)  
Contract Program Auditor

Reviewed by:

Approved by:

---

(SCPA's First Name) (SCPA's Last Name)  
Supervisor, SUD Unit

---

(HeadCPA's First Name) (HeadCPA's  
Last Name)  
Manager, SUD Unit

Cc:

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
SUBSTANCE ABUSE PREVENTION AND CONTROL

PROGRAM MONITORING REPORT

**Monitoring Report:** ACME, INC.

**Fiscal Year:** 2014-2015

**Contract/MOU numbers:** PH-0000NT| PH-222221| PH-222222| PH-444444| PH-555555

**SOW's/Modalities:** AB109-ADFLC| AB109-OC| AB109-RS| CW-DCH| CW-OC| CW-RDTX| CW-RS| DCFS-OC| DCFS-RS| DMC-DCH| DMC-IOT| DMC-NTP| DMC-ODF| DMC-PDCH| DMC-PIOT| DMC-PNTP| DMC-PODF| DMC-PRHS| GPS-HDC| GPS-OC| GPS-ONTPD| GPS-RDTX| GPS-RS| GR-OC| GR-RDTX| GR-RS| Meth-OC| Meth-RS| NTP (DMC)-NTP| RS (RS-RE-ENTRY)-RS| RS (W and C)-PDCH| RS (W and C)-POC| RS (W and C)-PRS| RS (W and C)-PSH

**I. FOLLOW-UP OF PREVIOUS AUDIT**

Demo, Inc. submitted a Corrective Action Plan (CAP) dated September 9, 2014 in response to the monitoring report dated July 30, 2014 for fiscal year 2013-2014. Corrective Action Plan was accepted by Substance Abuse Prevention and Control (SAPC) on November 12, 2014. Upon review of Demo, Inc. CAP it is determined that multiple findings identified by fiscal year 2013-2014 monitoring report remain unresolved.

- Billing variances for undocumented or unsupported services.
- Delinquent contract required CalWorks forms.
- Case Management notes billed after participant discharge date.
- Delinquent required PC 1000 forms

**II. MANAGMENT REVIEW**

**A. Insurance**

Demo, Inc. insurance policies have required limits of liability and the agency has additional insured endorsements naming the "County of Los Angeles, its Special Districts, its Elected Officials, Officers, Agents, Employees and Volunteers" as the additional insured as per policy terms, conditions, coverage, limits and exclusions.

There were no deficiencies cited.

**B. Management Documentation:**

All Management Documents were current and available upon request.

There were no deficiencies cited.

**C. Site Report and Benchmarks Review**

As substantiated by the results of current quarter (Quarter 1: July-September 2015)

Performance Dashboard reports. Demo, Inc. Performance Dashboard report Quarter: 1 for fiscal year 2014-2015 is as follows:

This program has not met the County Benchmarks for 30 Day Length of Stay

This program has met/exceeded the County Benchmarks for 90 Day Length of Stay

This program has met/exceeded the County Benchmarks for Exit Interviews.



**D. Evidence-Based Practice(s)**

Demo, Inc. provided monitor with a list of Evidence Based Practices utilized by their agency: Motivational Interviewing; Cognitive Behavioral Therapy; Seeking Safety; Making Alcoholics Anonymous Easier; Living in Balance; Dialectical Behavioral Therapy; Assertive Community Treatment, and Gay Specific; Mental Health Integration Program; Nurturing Parenting Programs; Program to Encourage Active Rewarding Lives for Seniors; Project Alert Prevention Program for Middle School Focusing on Alcohol, Tobacco, and Marijuana Use.

**III. PERSONNEL REVIEW**

2000 testing, Assessment Specialist, Eds Mr, Assistant Director, Lane Hu, Medical Director, Testing1 Testing1, Accountant, Testing3 Testing2, Medical Director, Testing5 TestFive, Nurse

**IV. REVIEW OF STATEMENT(S) OF WORK (SOW)**

The following charts were reviewed at 1234 West Coyote Avenue, Long Beach for Drug Medi-Cal/Outpatient Drug Free Services (Federal Drug/Medi-Cal): 123

Chart Review:				
Service	Patient ID	Requirements	Authority	Findings
July, 2015	123	Demographic and Identifying Data: All participant files shall contain demographic information sufficient to identify the participant...A) Participant identifier; B) Date of Birth; C) Sex; D) Race/ethnic backgrounds; E) Address; F) Telephone number; and G) Next of kin or emergency contact.	Title 22 Sec 51341.1(g)(1); SUD Contract, Treatment Standards for SUD and AOD Program Certification Standards	not there
July, 2015	123	Admission criteria establishing medical necessity includes:An initial interview, documented in the participant's file, shall determine whether or not participant meets the admission criteria: alcohol / illicit drugs used, documentation of social, psychological, physical and/or behavioral problems related to alcohol and/or other drugs.	Title 22 Sec 51341.1(g)(1); Title 22 Sec. 51341.1(h)(1)(D)(i); DMC-SOW;AOD Program Certification Standards (12010)(a-d)	No SUDs
July, 2015	123	ODF Individual Counseling is limited to 50 minutes of Intake, Crisis, Collateral Services, Treatment planning and Discharge Planning.	DMC-ODF SOW	More than 50 minutes
July, 2015	123	Physical exam completion.	Title 22 Sec. 51341.1(d)(2); SAPC BULLETIN 14-04-DMC dated December 18, 2014 entitled: Changes to the Drug Medi-Cal Program	Does not meet

July, 2015	123	If physical exam not completed by MD then: Client provided exam completed within previous 12 months (and MD reviews within 30 days of admission) If client cannot provide copy of exam MD must examine or order a physical exam within 30 days from the date of admission. However, if MD can neither conduct exam nor review previous physical, then goal must be included on initial treatment plan. Goal is short term and must be met within 60 days of date of admission.	SAPC BULLETIN 14-04-DMC dated December 18, 2014 entitled: Changes to the Drug Medi-Cal Program	MD was not on duty
July, 2015	123	Each participant shall review, sign, and be provided at admission, a copy of the participant rights specified. The program shall place the original signed participant rights document in the participant's file. A statement of non-discrimination requiring that admission shall not be denied on the basis of ethnic group identification, religion, age, sex, color, or disability.	AOD Program Certification Standards (22000-a-b) Participant Rights	some participant didn't sign the copy of participant rights

**Billing Verification:**

Patient ID	HCPCS Code	Service	Start	End	Units	Amount	Claim Verify Comment
123	H0005	OC GRP	7/5/2015	7/5/2015	1.00	27.14	Client was out of town on this date.
123	H0005	OC GRP	7/11/2015	7/11/2015	1.00	27.14	Bad Claim

**The following charts were reviewed at 1234 West Coyote Avenue, Long Beach for Drug Medi-Cal/Outpatient Drug Free Services (Federal Drug/Medi-Cal): AA12345, DS1112267**

Chart Review:				
Service	Patient ID	Requirements	Authority	Findings
July, 2015	AA12345	Demographic and Identifying Data: All participant files shall contain demographic information sufficient to identify the participant...A) Participant identifier; B) Date of Birth; C) Sex; D) Race/ethnic backgrounds; E) Address; F) Telephone number; and G) Next of kin or emergency contact.	Title 22 Sec 51341.1(g)(1); SUD Contract, Treatment Standards for SUD and AOD Program Certification Standards	A1
July, 2015	AA12345	Provider shall complete a discharge plan for each beneficiary, except for a beneficiary with whom the provider loses contact	Title 22 Sec. 51341.1 (h)H6 (A)	Testing E4

Billing Verification:							
Patient ID	HCPCS Code	Service	Start	End	Units	Amount	Claim Verify Comment

**The following charts were reviewed at 1234 West Coyote Avenue, Long Beach for General Program Services/Residential Treatment: B456, E777**

Chart Review:				
Service	Patient ID	Requirements	Authority	Findings
May, 2015	E777	Identifying data shall include at least: participant identifier (i.e., name, number, etc.); Date of birth; Sex; Race/ethnic and linguistic backgrounds; Address; Telephone number; Emergency contact (include phone number and consent of participant for contact); and Family support system.	AOD Program Certification Standards;	zzzzzzzz
May, 2015	E777	AIDS/HIV Education and Acknowledgement Form and access to voluntary HIV testing	SAPC Contract; 45 CFR 96.127(a)(1) & (a)(2)	mmmmmmm

Billing Verification:							
Patient ID	HCPCS Code	Service	Start	End	Units	Amount	Claim Verify Comment
B456	X9999	RS	5/1/2015	5/1/2015	1.00	114.85	
E777	X9999	RS	5/1/2015	5/1/2015	1.00	114.85	

**The following charts were reviewed at 333 North Safe Residential Street, Bellflower for AB 109/Outpatient Counseling: C789, W444**

**Chart Review:**

Service	Patient ID	Requirements	Authority	Findings
May, 2015	C789	Demographic and Identifying Data: All participant files shall contain demographic information sufficient to identify the participant...A) Participant identifier; B) Date of Birth; C) Sex; D) Race/ethnic backgrounds; E) Address; F) Telephone number; and G) Next of kin or emergency contact.	Treatment Standards for SUD (6700)   AOD Program Certification Standards (17015)(a,b)	C789 A1
September, 2015	W444	Demographic and Identifying Data: All participant files shall contain demographic information sufficient to identify the participant...A) Participant identifier; B) Date of Birth; C) Sex; D) Race/ethnic backgrounds; E) Address; F) Telephone number; and G) Next of kin or emergency contact.	Treatment Standards for SUD (6700)   AOD Program Certification Standards (17015)(a,b)	W444 Comment for A1
May, 2015	C789	The program shall have written admission and readmission criteria for determining the individual's eligibility and sustainability for services. The admission criteria shall include: 1) Identification of alcohol and illicit drugs used; 2) Documentation of social, psychological, physical and/or behavioral problems related to alcohol and/or other drug; 3) and statement of nondiscrimination requiring that admission shall not be denied on the basis of ethnic group identification, religion, sex, age, color or disability.	Treatment Standards for SUD (3100)   AOD Program Certification Standards (12010)(b.1-3)	C789 A2
September, 2015	W444	The program shall have written admission and readmission criteria for determining the individual's eligibility and sustainability for services. The admission criteria shall include: 1) Identification of alcohol and illicit drugs used; 2) Documentation of social, psychological, physical and/or behavioral problems related to alcohol and/or other drug; 3) and statement of nondiscrimination requiring that admission shall not be denied on the basis of ethnic group identification, religion, sex, age, color or disability.	Treatment Standards for SUD (3100)   AOD Program Certification Standards (12010)(b.1-3)	W444 Comment for A2
September, 2015	W444	Client meets admission criteria: All participants admitted shall meet the admission criteria and this shall be documented in the participants file.	AOD Program Certification Standards (12010)(b)	W444 Comment for A3

**Billing Verification:**

Patient ID	HCPCS Code	Service	Start	End	Units	Amount	Claim Verify Comment
C789	H0004	OC IND	5/1/2015	5/1/2015	1.00	20.90	Bad claim
W444	H0005	OC GRP	9/4/2015	9/4/2015	4.00	19.00	Patient was out of the state on this date.
W444	H0005	OC GRP	9/8/2015	9/8/2015	4.00	19.00	Client was on a cruise on this date therefore could not have been at the provider
W444	H0005	OC GRP	9/9/2015	9/9/2015	4.00	19.00	AB109 W444
W444	H0006	CM	9/4/2015	9/4/2015	4.00	63.68	Patient was in Las Vegas on this date

**The following charts were reviewed at 333 North Safe Residential Street, Bellflower for General Relief/Outpatient Counseling: B456, E777**

Chart Review:				
Service	Patient ID	Requirements	Authority	Findings
May, 2015	B456	Demographic and Identifying Data: All participant files shall contain demographic information sufficient to identify the participant...A) Participant identifier; B) Date of Birth; C) Sex; D) Race/ethnic backgrounds; E) Address; F) Telephone number; and G) Next of kin or emergency contact.	Treatment Standards for SUD (6700)   AOD Program Certification Standards (17015)(a,b)	qqqqqqqqqq
May, 2015	B456	The program shall have written admission and readmission criteria for determining the individual's eligibility and sustainability for services. The admission criteria shall include: 1) Identification of alcohol and illicit drugs used; 2) Documentation of social, psychological, physical and/or behavioral problems related to alcohol and/or other drug; 3) and statement of nondiscrimination requiring that admission shall not be denied on the basis of ethnic group identification, religion, sex, age, color or disability.	Treatment Standards for SUD (3100)   AOD Program Certification Standards (12010)(b.1-3)	iiiiiiiiii

Billing Verification:							
Patient ID	HCPCS Code	Service	Start	End	Units	Amount	Claim Verify Comment
B456	H0004	OC IND	5/13/2015	5/13/2015	4.00	76.00	Client was in Las Vegas on this date
B456	H0004	OC IND	5/1/2015	5/1/2015	4.00	76.00	
B456	H0004	OC IND	5/20/2015	5/20/2015	4.00	76.00	
B456	H0005	OC GRP	5/20/2015	5/20/2015	6.00	36.24	
E777	H0004	OC IND	5/13/2015	5/13/2015	4.00	76.00	Client was in Las Vegas on this date
E777	H0005	OC GRP	5/20/2015	5/20/2015	6.00	36.24	
E777	H0004	OC IND	5/20/2015	5/20/2015	4.00	76.00	
E777	H0004	OC IND	5/1/2015	5/1/2015	4.00	76.00	

**V. PROGRAM ACTIVITY**

**Individual - OP**

1234 West Coyote Avenue, Long Beach, CA 90012

OCINDOP - Checked

**Individual - RS**

333 North Safe Residential Street, Bellflower, CA 90604

OC IND RS - Checked

**Group**

333 North Safe Residential Street, Bellflower, CA 90604

OC Group - Checked

**NTP - Individual**

1234 West Coyote Avenue, Long Beach, CA 90012

Over - NTP (IND) - Checked

**NTP - Dosing Program Observation**

7777 East Runner Road, Los Angeles, CA 90220

OC

**Individual - OP**

1000 North Mission Boulevard, La Mirada, CA 91710

WWWW

**Group**

1000 North Mission Boulevard, La Mirada, CA 91710

Grroupppp

**Individual - RS**

1000 North Mission Boulevard, La Mirada, CA 91710

IND RS ckckc

**NTP - Individual**

1000 North Mission Boulevard, La Mirada, CA 91710

ind ntp ddd

**NTP - Dosing Program Observation**

9000 North Happy View Place, Hollywood, CA 90002

ntp dpo

**Individual - RS**

1000 North Mission Boulevard, La Mirada, CA 91710

**NTP - Dosing Program Observation**

1000 North Mission Boulevard, La Mirada, CA 91710

**NTP - Dosing Program Observation**

1234 West Coyote Avenue, Long Beach, CA 90012

**VI. FACILITY REVIEW**

1234 West Coyote Avenue, Long Beach 90012

Facility Findings
A1



333 North Safe Residential Street, Bellflower 90604

Facility Findings
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A12222
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B2
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7777 East Runner Road, Los Angeles 90220

Facility Findings
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## VII. QUALITY CONTROL PLAN

VII. The agency provided monitor with the Quality Control Plan. Testing 1/5/2016

## VIII. COMMENTARY

Demo, Inc. provides comprehensive Substance Use Disorder (SUD) treatment services to a varying population. As such, this agency has placed well trained and capable clinicians (professional and paraprofessional) in position, and the overall culture of higher education is motivating.

## IX. TECHNICAL ASSISTANCE

The Exit Conference was held on November 21, 2015. Present at the Exit Conference was Mr. Smith, President and Chief Executive Officer; Mr. Ed, Chief Financial Officer; Ms. Ed, Director of Residential and Outpatient Services; and Fred Flinstone, Director of Inpatient Services and Youth Services.

Technical Assistance Provided:

- Monitor recommended in-service trainings for their peers and subordinates in an effort to become proficient with the definition of "Intervention" services, in order to prevent erroneous billing practices. As Substance Use Disorder contract(s) and Drug Medi-Cal contract(s) define intervention services in distinct ways, stipulating when and how these services can be delivered.
- Total recoupment amount resulting from identified deficiencies and variances: \$1,194.01

## X. CORRECTIVE ACTION PLAN

Please submit a written Corrective Action Plan (CAP) for all findings outlined in this report. Use the "SAPC Contractor Corrective Action Plan form" found on the SAPC provider webpage <http://publichealth.lacounty.gov/sapc/provider.htm> to document what will be done to ensure that these deficiencies do not become chronic. Your CAP must be submitted to your contract program auditor by March 11, 2016.

**System Requirements - Attachment\_Ref\_17**  
**"CalOMS\_Tx\_Data\_Collection\_Guide"**



The California Outcomes Measurement System  
Treatment (CalOMS Tx)

## **CalOMS Tx Data Collection Guide**

### **NNA Contract – Document 3J**

**File Version 2.0**  
**File Version 2.1 (LGBT)**

**California Department  
of Health Care Services**

**January 2014**



## Document History

DATE	DESCRIPTION OF CHANGE	FILE VERSION
1/1/2006	Initial user document released upon implementation of CalOMS Tx	1.0
5/1/2007	Updated according to CalOMS Tx Release Build 4.3.1 and 4.3.2	1.0
5/1/2009	Updated according to CalOMS Tx Release Build 5. See 4/2/09 Reference Document Tracking Changes for general update information, including ADP Bulletin 08-08, issued 9-16-08.	1.0
8/2009	General update	1.0
01/2011	Added Lesbian, Gay, Bisexual, Transgender (LGBT) (CID 20)	1.1
05/13/11	Added New HIPAA Drug Medi-Cal Codes to Crosswalk Table	6.3.3
7/1/11	Correction to sentence about transfers.; page 15, fifth paragraph	6.0
1/20/12	Due to Discharge Bulletin 11-10, simplified description of discharge status codes 3-6 in Section 8.3 and Appendix H.	1.0, 1.1
1/20/12	Due to ADP Bulletin 11-13, added AB 109 under (ADM-5) Section 6.4 and (LEG-1), Section 6.19.1	1.0, 1.1
5/18/12	Modified Zip Code at Current Residence (CID-8) value on p. 44, and made Current Living Arrangements (SOC-2), Rule #2 on p. 91 obsolete.	1.0 & 1.1
1/1/2014	Due to Bulletin 10-08, For clients who have gone through detoxification, as planned by the provider, and who are being referred for additional treatment services, providers must use discharge code 3 - Left Before Completion, with Satisfactory Progress (not a 1 or 2).	2.0
1/1/2014	Due to the elimination of the SACPA/Prop 36/OTP program, all references to any of these services will be deleted	2.0



SECTION ITEM NUMBER	CHANGE OR UPDATE
2.1	Health and Safety Code added.
6.19.2	Capitalize alpha CDCR Number
6.20.11	99902 is not a valid value
6.4	Definitions for Source of Referral values added.
6.4.1	Special Instructions for SACPA client in NTP.
8.1	# 5 added.
6.16.1	Added Lesbian, Gay, bisexual, Transgender (LGBT) (CID 20) on page 39 and on the youth table (CID 20) on page 84.
6.3.3	Added NEW HIPAA Drug Medi-Cal Codes to Crosswalk Table on page 21. (Table illustrates Crosswalk between CalOMS Tx Service Codes, Drug Medi-Cal Codes and DHCS Master Provider Codes)
6.0	Fifth paragraph on page 15, line one: “However, if an individual transfers within five calendar days from one modality to another, within the same provider, then the provider can use the <b>discharge</b> data from the first modality for the <b>admission</b> data in the next modality.”
6.4	<p>Changed Value 7 from “SACPA/PROP36/OTP/Probation” to “Probation or Parole”, p. 22</p> <p>Changed Value 8 from “SACPA/PROP36/OTP/Parole” to “Post-release Community Supervision (AB 109)”, p. 22.</p> <p>Revised Note 2 on p. 23 to reflect (LEG-1) status must be value 4 when (ADM-5) value 8 is used.</p>
6.19.1	Changed Value 4 to read “Post-release Community Supervision (AB 109), or on probation from any federal, state, or local jurisdiction”, p. 64
8.3 Appx. H	<p>Revised the definitions of the CalOMS Tx discharge status codes and sample scenarios for their use are provided below.</p> <p>Per ADP Bulletin 11-10, pages 93-96 and in Appendix H</p>
6.11.6	Changed verbiage for homeless zip code requirement to say “In the event an individual is homeless and/or lives in a shelter, use the zip code for the billing provider in this field.” Under valid values added “00000 or five-digit zip code – homeless”. p. 33.
6.22.2	Changed “Zip code for homeless must be zero (00000)” to “Zip code for homeless must be zero (00000) or a five-digit zip code.” p. 78.
8.1- 8.3	Changed discharge code of a detox client from a 1 or a 2—to code 3.



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## Introduction

The California Outcomes Measurement System Treatment (CalOMS Tx) Data Collection Guide (DCG) is intended for county and direct provider staff collecting and reporting CalOMS Tx data to the Department of Health Care Services (DHCS). This guide communicates business rules and guidelines for collecting and reporting CalOMS Tx data. The DCG provides information about CalOMS Tx business needs, instructions for how to complete, update, and submit CalOMS Tx data to DHCS, what each data element is intended for, and how data will be used.

The DCG is a companion document to, the CalOMS Tx Data Dictionary, the CalOMS Tx File Instructions (For Data Entry), the CalOMS Tx Data Quality Standards, the CalOMS Tx Reports User Guide, and the CalOMS Tx User Documentation. A general description of the contents of each of these documents is included below.

***CalOMS Tx Data Collection Guide*** – (this document) this is a detailed guide that describes how the response to each admission, discharge or annual update question should be collected by treatment providers and data collection resources. These explanations include a description of valid values allowed for answering each question.

***CalOMS Tx Data Dictionary*** – this is a detailed explanation of every data element in admission, annual update, and discharge records that are submitted to DHCS's CalOMS Tx. These explanations describe how each valid value will be coded for each question in the electronic record for an admission, annual update, or discharge. Field edits and errors are also described in this document.

***CalOMS Tx File Instructions (For Input Data)*** – this is a detailed explanation of the file format requirements for files submitted to DHCS's CalOMS Tx. These explanations include a description of the field layouts for each record type (admission, annual update, discharge, provider no activity, header, and footer). Also included are descriptions of submission rules and errors.

***CalOMS Tx Data Quality and Compliance Standards*** – this is a detailed description of data submission standards and measures for CalOMS Tx data. This document includes such standards as the allowed time for submitting data, error tolerances, and data quality and compliance reporting.

***CalOMS Tx Reports User Guide*** – This document is a collection of sample reports that can be generated from the CalOMS Tx application. These reports are available to each county and direct contract provider.

## Why an Outcomes Measurement System?

A key premise underlying substance use disorder (SUD) abuse services delivery is that SUD services have a positive influence on SUD users/abusers as well as on the systems with which they interact, such as law enforcement or social welfare agencies. This concept has been discussed in a number of Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs) published by the Substance Abuse and Mental Health Services Administration's (SAMHSA) Center for Substance Abuse Treatment (CSAT). In addition, this concept is consistent with DHCS's Strategic Plan.

As the leaders of California's SUD abuse system of care DHCS, counties, and providers are responsible for demonstrating the impact of SUD services on service recipients and the systems they interact with. Accountability for SUD service delivery in California is to the Legislature, SAMHSA and other federal funding agencies, counties, providers, SUD service recipients and their families, and communities. By implementing and collecting data through an outcomes measurement system DHCS will possess information necessary to fulfill this obligation.

Outcome data is necessary in order to identify what is working well for SUD service recipients and what is not. Therefore, collecting outcomes information facilitates the improvement of service delivery. In this respect development of an outcomes measurement system is the key to ensuring continuous quality improvement and thus to positively impacting the lives of SUD service recipients and their families, communities, and public health and social systems.

# 1 Introduction to CalOMS Tx

CalOMS Tx began with collaboration between The previous Department of Alcohol and Drug Programs (ADP) – now the Department of Health Care Services (DHCS) and stakeholders to develop a set of questions to be used for CalOMS Tx data collection. In developing this set of questions DHCS and stakeholders had to ensure the questions would fulfill federal and state reporting requirements, address business needs, and provide outcomes data.

This effort was initially focused on treatment. However, as SAMHSA further developed Performance Partnership Grants (PPG), which have since evolved into the National Outcomes Measures (NOM), to include prevention measures [(established by SAMHSA's (Center for Substance Abuse Prevention)], it became necessary to include prevention in the CalOMS Tx project.

As the CalOMS Tx project continued to develop, a workgroup of external stakeholders and DHCS staff was formed, the Implementation Work Group (IWG), which was comprised of two sub work groups: the Treatment Sub Work Group and the Prevention Sub Work Group. The collective efforts of the IWG and the two sub work groups resulted in a CalOMS Tx data set for prevention outcomes measurement and a CalOMS Tx data set for treatment outcomes measurement.

Though both prevention and treatment outcomes data will be collected using the data sets developed by the sub work groups of the IWG in the first phase of the CalOMS Tx project, these data will be collected differently. Prevention data will be collected via a data collection service provider. For treatment, a data collection system has been developed for DHCS. Counties and direct providers must also build systems for collecting CalOMS Tx data and transmitting this data to DHCS's CalOMS Tx system.

This data collection guide is designed to provide counties and direct providers with guidelines for collecting treatment data for CalOMS Tx. Because CalOMS prevention (CalOMS Pv) has an approach other than that of treatment, guidelines for prevention data collection are not included in this data collection guide. Refer to the CalOMS Tx website at <http://www.dhcs.ca.gov/provgovpart/Pages/CalOMS-Treatment.aspx> for updates and information about the development of prevention CalOMS Tx, or refer to ADP Bulletin 05-06.

## 2 Scope of CalOMS Tx Data Collection

Counties and direct providers are required to collect CalOMS Tx data and submit this information electronically to DHCS. Counties and direct providers must be the single source of CalOMS Tx data collection and must submit data monthly to DHCS. However, data submission is not limited to once per reporting month. For example, CalOMS Tx data files can be submitted hourly, daily, once a week, etc. during a given report month. Data submitted to DHCS will update the CalOMS Tx database and counties and direct providers are able to extract their data and reports from the CalOMS Tx database.

CalOMS Tx data reporting involves collecting the required CalOMS Tx data elements from every participant each time they are enrolled in SUD treatment services at a reporting facility. Each participant's initial admission to the facility and any subsequent transfers or changes in service is reported on a separate CalOMS Tx admission. If a participant remains in treatment for one year or longer, CalOMS Tx annual update data must be collected and reported. When a participant leaves treatment, be it because s/he completed treatment or because s/he discontinues treatment without notice, CalOMS Tx discharge data must be collected and submitted to DHCS.

Data must be collected on all service recipients, by all providers that receive funding from DHCS, regardless of the source of funds used for the service recipient. For example, if a provider receives DHCS funding, but provides services to a person using only county funds, or provides services to a private-pay client, the provider must still collect and submit CalOMS Tx data for that individual.

### 2.1 Facilities Required to Report CalOMS Tx Data

**Community SUD treatment service providers required to report CalOMS Tx data to DHCS are identified by the type of services provided in the facility and by the type of funds allocated by DHCS to support those services. Per California Health and Safety Code (HSC) Sections 11755 (O) (1, 2, & 9) and (P) and Section 11758.29 (E). Provider facilities that provide the following services must report CalOMS Tx data to DHCS:**

- Alcohol services that include non-residential recovery or treatment, detoxification, recovery homes, residential treatment.
- Drug treatment services that include outpatient drug-free, day care, narcotic replacement therapy including methadone maintenance, buprenorphine, detoxification, residential, hospitals, and all licensed methadone providers, whether publicly or privately funded.

- Facilities that receive funding from DHCS for the services listed above must report data on all participants, regardless of the source of funding for individual participants.
- Mental health centers and other facilities that do not receive DHCS funds and occasionally serve participants who have a substance abuse problem may participate in CalOMS Tx, if directed to do so by their County Alcohol and Drug Program Administrator.

## 2.2 Facilities Exempt from CalOMS Tx Reporting

- Facilities that provide SUD service other than those listed in Section 2.1, such as education and prevention activities;
- Driving Under the Influence (DUI) / Driving While Intoxicated (DWI ) programs;
- Transitional living or sober living centers;
- Neighborhood recovery drop-in centers.

## 2.3 Individuals to Report in CalOMS Tx

Before a CalOMS Tx questions are collected, a program participant must have:

- A SUD-related problem;
- Given his/her consent to participate in treatment, if applicable
- Completed screening and admission procedures;
- An individual treatment or recovery plan;
- Been formally admitted to a SUD program facility for treatment or recovery services (treatment services must have commenced).

## 2.4 Individuals to Exclude from CalOMS Tx Reporting

Do not report CalOMS Tx data for individuals who:

- Have completed a screening and/or intake process, but have not been admitted;
- Have been placed on a waiting list and have not yet been admitted;
- Have received crisis counseling services only;
- Have been admitted into a DUI/DWI program and are not receiving any other SUD services;
- Are program alumni continuing involvement with the program;
- Are attending self-help group meetings without receiving other SUD services.

## 3 The CalOMS Tx Data Sets

### 3.1 The CalOMS Prevention Data Set

During the initial stages of development of CalOMS Tx, two different data sets were formed, one for prevention data collection and one for treatment data collection. The CalOMS Prevention (CalOMS Pv) outcome questions were developed by DHCS in collaboration with counties, providers, and other stakeholders via the Prevention Sub Work Group.

Because CalOMS Pv data will be collected differently than CalOMS Tx data, this guide only pertains to treatment data collection. Thus, the remainder of this data collection guide is specific to the requirements for collecting CalOMS Tx data through DHCS's treatment data collection system and the counties/direct providers' treatment data collection systems.

### 3.2 The CalOMS Tx Data Set

This data set consists of five smaller sets of data elements:

***Unique Client Identifier (UCI):*** The UCI is a set of 13 elements that collect personal information about the client. This information is critical as it enables us to track clients as they move through the SUD system of care. This information will be used to identify the collection of treatment services an individual receives during a treatment episode.

***Treatment Episode Data Set (TEDS):*** This is a set of federally required data elements that inform about each client's admission and discharge. Admission and discharge data on all clients served in California's publicly funded treatment programs must be reported via TEDS.

***California Alcohol and Drug Data Set (CADDs):*** This is the system the former Department of Alcohol and Drugs (now DHCS) built in 1991 to collect TEDS required data. The elements of the CADDs data set include all the required TEDS elements, optional TEDS elements used for state reporting, and state required data elements. The CADDs/TEDS questions have been included in the CalOMS Tx data set to continue collecting required data and because CalOMS Tx has replaced the CADDs system.

**National Outcome Measures (NOM):** These measures evolved from the PPG, which was a set of data elements proposed by CSAT and designed to measure outcomes. The PPG data would have been reported by states annually in order to comply with the proposed federal funding allocation method that would have replaced the Substance Abuse Prevention and Treatment (SAPT) block grant. As CSAT continued to work with states in developing the PPG, the proposed PPG evolved into the NOM.

The NOM includes outcome data elements that will be reported annually in the State's SAPT block grant application. This data set will enable measurement of change in a number of domains including: alcohol/drug use, employment and education, criminal justice, family and living conditions, access/capacity, social connectedness, and retention/length of stay. As some of these domains are still being defined by CSAT, not all will be collected in CalOMS Tx Phase 1.

**Minimum Treatment Outcome Questions (MTOQ):** The MTOQ data set consists of 30 questions and was developed by ADP (now DHCS) in collaboration with the Treatment Sub Work Group of the IWG. Like the NOM, this set of questions is designed to measure outcomes in a number of domains. The MTOQ will enable measurement of change in seven life domains: alcohol use, drug use, employment, family/social, medical, legal, and psychological. Each of these domains is discussed and the data elements for them are defined in Section 6.0.

There are two appendices in the back related to the CalOMS Tx treatment data set:

1. Appendix D, which lists each data element and the requirement(s) it fulfills, such as NOM; and
2. Appendix E, which lists each data element, the question that should be asked for each data element, and when each data element must be reported (e.g. discharge).

### 3.3 Privacy & Security

Within the CalOMS Tx data set, there are some elements that collect personal information, such as birth first and last name. Other questions may ask about communicable diseases or HIV testing. DHCS recognizes the added risks and responsibilities associated with CalOMS Tx data collection and maintaining program participants' privacy and confidentiality. For this reason DHCS's CalOMS Tx system includes a number of features and controls to ensure program participants' privacy is protected. In addition, DHCS has established policies and procedures for CalOMS Tx users to protect the privacy and confidentiality of program participants' information.



Policies and procedures for the collection, storage, and reporting of CalOMS Tx data are in compliance with requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Code of Federal Regulations Title 42, Part Two (42 CFR), and California Senate Bill 13. Additionally, CalOMS Tx policies and procedures are reviewed and monitored by the HIPAA Privacy Information Officer and the Information Security Officer. Access to protected health information is limited to staff who need it for completion of their job duties. DHCS staffs are trained annually in procedures mandated by HIPAA and 42CFR.

Providers must also comply with state and federal regulations pertinent to privacy and confidentiality of program participant information. The CFR can be obtained by visiting <http://www.gpoaccess.gov/cfr/index.html>. Information about HIPAA privacy rules can be obtained from the resources available on DHCS's HIPAA page at <http://www.DHCS.ca.gov/hp/hipaa.shtml>.

## 3.4 CalOMS Tx Data Collection Points

As discussed in Section 3.0, the CalOMS Tx data will be collected from each SUD service recipient at three different data collection points: admission, annual update, and discharge.

An additional data collection point, post-discharge follow-up, will be included at a later phase of the CalOMS Tx project. Follow-up data will be collected by randomly selecting a pool of SUD service recipients, who have been discharged from treatment for some amount time (for example three months), to be contacted and interviewed using the outcomes portions (NOM and MTOQ) of the CalOMS Tx data set.

As the logistics of this additional data collection point have not yet been determined, the remainder of this data collection guide pertains to treatment data collection at admission, annual update, and discharge.

## 3.5 Key Terms Related to CalOMS Tx Data Collection

### *Treatment Episode*

Typically, a treatment episode is a planned series of treatment service types occurring consecutively, e.g., admission to and discharge from detoxification followed by admission to and discharge from outpatient services. However, a treatment episode may also be a single treatment service, e.g., admission to and discharge from outpatient treatment with no further SUD treatment services planned for the client. In CalOMS Tx, episodes should be identified as follows:

- At the time of **admission** to the first treatment service (e.g. detoxification) in an episode, the provider should indicate that the admission is an “initial admission” in the “admission transaction type” of the CalOMS Tx admission. “Initial admission” should also be reported for clients who will only be receiving one treatment service and will not be referred to another SUD treatment program or treatment service.
- At the time of **discharge** from the client's first treatment service, the client's discharge status should be recorded as “completed and referred” (discharge status 1). This indicates in the CalOMS system that the client successfully completed the first phase of multiple planned phases and has been referred to the next level of care. If the client has not completed the first phase and is being referred to continue the same treatment service elsewhere or to change to a different treatment service, choose either “left before completion with satisfactory progress and referred” (discharge status 3) or “left before completion with unsatisfactory progress and referred” (discharge status 5), whichever is applicable to the client’s progress in treatment.
- At the time of **admission** to the next treatment service, i.e., the SUD treatment service to which the client was referred by their previous provider, the “admission transaction type” field in the CalOMS admission should indicate “transfer/change in service.”

To summarize, “transfers” are identified in the CalOMS Tx admission using the “admission transaction type” field and “referrals” are identified in the CalOMS Tx discharge record using the “discharge status” field. Please note that a client must be admitted to the treatment programs within 30 days of the prior discharge in order for the service to which the client was referred to be included in the episode. If there is a break of more than 30 days between discharge from one service and admission to the next treatment service, a new episode begins.

### *Initial Admission*

An initial admission is the first admission in a treatment episode. This type of admission may also be used for a client who will be admitted to a single treatment service; i.e. clients for whom an episode is not planned.

### *Transfer or Change in Service Admission*

A transfer or change in service admission is reported for each subsequent treatment service in a treatment episode that follows the initial admission. Transfers follow a referral from the provider that recently discharged the client. A transfer can occur when a client moves from one level of care or service (e.g. detoxification to outpatient) to another within the same provider or between different providers (e.g. ABC Agency to Agency 123).



## Referral

Referrals occur when a client is discharged from SUD treatment programs. A referral is when a client in a SUD treatment program is referred to another SUD treatment program for services or referred to a different SUD treatment service within the same provider. For CalOMS Tx, a referral occurs when the staff at the treatment program in which the client has been participating refers the client to receive additional treatment services at the same service provider or another SUD treatment provider. A client does not have to accept the treatment provider's referral in order for it to be reported as a referral on the discharge. In CalOMS Tx, referrals do not include referrals to non-treatment services such as medical appointments or twelve-step programs, or other recovery support services.

## 4 Alternative Values

In CalOMS Tx all errors will be fatal, which means any error occurring in a record will result in rejection of the entire record. This is because CalOMS Tx has raised the standards for data quality. DHCS, counties, and providers must have accurate, reliable data when reporting outcomes. One way to ensure CalOMS Tx data is accurate and reliable is to prohibit erroneous data from populating the CalOMS Tx database. This can be accomplished by rejecting records when they contain fields with erroneous entries so corrections can be made promptly and resubmitted, thereby ensuring the integrity of the data.

Because CalOMS Tx replaces CADDIS, meets new federal reporting requirements, and expands the treatment data set, responses for each of the data elements are required. However, DHCS acknowledges it may not always be possible to obtain answers to each of the questions. For this reason many of the questions have five-digit codes that serve as alternative entries for specified CalOMS Tx questions. For example, a participant is asked how many days s/he waited to enter treatment and simply may not be able to recall the exact number of days. In such a case, the provider or county has the option to enter “99901” to indicate the participant did not know the number of days they waited to enter treatment.

However, these codes are only allowable values where specified. Further, these five-digit codes do not preclude providers, counselors, etc. from asking each and every question in the CalOMS Tx data set and attempting to obtain an answer consistent with the allowable (non-alternative) values. Rather, these five-digit codes serve to provide a means for providers, counties, etc. to report a valid value reflective of the reason an answer to a particular question could not be provided. **Therefore, counselors, county/provider staff, etc. are required to ask every participant each of the CalOMS Tx questions.**

Below each the five-digit alternative values are identified and defined.

**99900 – Client Declined to State:** Some of the CalOMS Tx questions will gather personal information, such as health information. Therefore, some program participants may not wish to answer certain questions. Further, program participants must be informed of their right to decline to answer the CalOMS Tx questions as well as what the data collected will be used for. In the event a participant declines to state, for example when asked if s/he has been tested for Human Immune Deficiency Virus (HIV)/Acquired Immune Deficiency Syndrome (AIDS), enter 99900 in that field.

**99901 – Unknown or Not Sure/Don't Know:** This value is available for a couple of circumstances. One such circumstance is administrative discharge where a program participant has stopped appearing for services without notice or completion of an exit interview. In such a case, providers, counselors, etc. will not be able to obtain information about the individual's primary drug at discharge, for example, and thus would enter 99901 in that field, in an administrative discharge record.

Another circumstance where the 99901 code may be necessary is for questions that ask for the frequency at which a particular event, such as number of days s/he used a particular drug in the preceding 30 days, occurs. Some individuals simply cannot recall such information, in which case it would be appropriate to use the 99901 code.

**99902 – Not Applicable:** This value applies to those situations where the question does not apply to the individual, for example. If someone does not have an identification card or driver's license the 99902 code would be appropriate to enter in that field. This code is only allowable where specified.

**99903 – Other:** This value is to be used when the participant's answer is not among the specified values for a particular question, in those fields where it is an allowable value. In some cases, such as primary drug, entering this value may require entry of other information in another field. For example, if the participant's primary drug is not listed in any of the drug categories, 99903 would be entered for the drug code and then the drug name would be entered in the primary drug name field to specify the drug name the participant provided in response to the question.

**99904 – Client Unable to Answer:** This code is only allowable for certain questions and can only be entered if the type of service is detoxification or if the disability specified in the disability field is "developmentally disabled." Again, providers, counselors, etc. are required to ask each question (for detoxification, only those questions required) of each participant. However, if the provider, counselor, etc. determines the participant is unable to answer due to their level of stabilization (detoxification participant) or developmental disability, then the 99904 code should be entered.

## 5 Transaction Information

Transaction information describes the type of transaction being reported, the date the transaction was entered into the CalOMS Tx system, and the form serial number accompanying each transaction record. Each transaction type (e.g. admission) has a section in this document wherein the transaction is described in detail.

Counties and providers are expected to include records in their monthly data submissions for all providers in the county regardless of whether the provider actually has transactions to report. If a provider has not had any reportable transactions occur in the report month, a “provider no activity” record must be included in the monthly file submitted. Please refer to the *CalOMS Tx Data Dictionary* and the *CalOMS Tx File Instructions* for further information on this.

The following sections provide guidelines for reporting transaction information.

### 5.1 Type of Form (TRN-1)

This information describes the type of transaction being reported and must be included in each record submitted to DHCS. There are nine possible entries to report the type of form, three pertaining to admission, three pertaining to discharges, and three pertaining to annual update.

#### ***For Admissions:***

- 1 – Admission
- 2 – Resubmission of admission
- 3 – Deletion of admission

#### ***For Discharges:***

- 4 – Discharge
- 5 – Resubmission of Discharge
- 6 – Deletion of discharge

#### ***For Annual Updates:***

- 7 – Annual Update
- 8 – Resubmission of annual update
- 9 – Deletion of annual update

Some counties have asked what constitutes the need for a resubmission, particularly of an admission. For example, some have asked if they need to do a resubmission of an admission if a program participant's answer changes after the admission interview are completed, but prior to annual update or discharge. The answer is no, counties are not required to resubmit admissions every time something changes in the individual's life. CalOMS Tx was designed to collect the data elements at annual update and/or discharge so any changes that occur will be captured at these specific points in time.

Resubmissions should be submitted when counties, direct providers, etc. discover an inaccuracy in the data originally submitted. For example, a submitter may interview a person, complete the CalOMS Tx form, and submit the record to DHCS. After the record has been submitted, the submitter realizes they mistyped the individual's name, entered the wrong form serial number, etc. This is the type of circumstance under which a resubmission form should be used, rather than those in which the program participant reports a change in their route of administration, for example.

## 5.2 Transaction Date and Time (TRN-2)

This information is generated by the county/direct contract provider's system automatically. These data elements show the date and time the county or direct provider generated the record. The transaction date and time includes month, day, year, hour, minute, and seconds.

## 5.3 Form Serial Number (TRN-3)

Form serial numbers can be eight characters in length and should be generated by the county's/direct provider's system automatically as an identifier for each record. However, if the Form Serial Number is not generated automatically by the county's/direct provider's system, staff collecting and/or entering data must make every effort to ensure Form Serial Numbers are not duplicated.

The Form Serial Number is used to identify and distinguish between individual records, so it is critical they are not used more than once. Use of the same Form Serial Number more than once makes distinguishing duplicate records, corrections to records, etc. very difficult. As a result data existing within DHCS's CalOMS Tx system could be overwritten, lost, changed, etc. This, in turn, could have an unintended negative impact on data quality.



## 5.4 Provider Identification Number (ADM-3)

The Provider Identification Number is assigned by DHCS and is a six-digit number consisting of a two-digit county code and a four-digit facility identification number. This information must be included in every record, for each transaction type. For each record, enter the county code (01 – 58) and the four-digit provider ID assigned by DHCS. Refer to Appendix D for a listing of county codes.



## 6 Admission Data Collection

Standard admission data collection includes all persons 18 years of age or older and stable detoxification patients (those patients deemed capable of answering all questions by the detoxification provider). Standard admission data collection excludes youth (persons 17 years of age or younger) and unstable detoxification patients. For youth a minimal set of information is required. For detoxification patients, all fields are required to have values; detoxification patient records permit use of the 99904 as an alternative value in the MTOQ fields. Refer to Section 6.23 for further instructions on collecting data for youth or unstable detoxification patients and a list of required data for such individuals.

For a standard admission, all CalOMS Tx questions must be asked each participant, unless the data field is system generated or is provider-supplied information. Blank fields, incomplete entries, and invalid entries will result in rejection of the admission record. The one exception is the drug name fields (ADU-1a and/or ADU-5a), which may be empty when certain drug codes have been entered in the drug code fields (ADU-1 and/or ADU-5).

Program participants must have been admitted to treatment and treatment services must have commenced in order to collect CalOMS Tx admission information. For example, if the participant started a portion of the admission process and never returned to complete admission, and thus never began receiving treatment services, then admission data would not be collected or reported for that individual.

It is critical to collect all CalOMS Tx data from each program participant regardless of the type of admission. For example, when an individual transfers from one service modality to another, the admission data must be marked as a transfer and collected again for the new service modality. This is because CalOMS Tx is designed to measure change; there could be a difference in a person's answers during the time that elapsed from their admission into the first modality to entry into the modality they are transferred to.

However, if an individual transfers within five calendar days from one modality to another, within the same provider, then the provider can use the discharge data from the first modality for the admission data in the next modality. Regardless of the circumstances for admission, all admission data must be gathered within seven days of a person's entry into treatment.

In the following sections each data element is discussed and instructions for standard admission data collection are provided.

## 6.1 Date of Admission (ADM-1)

This information is entered by the provider; i.e. it is not to be county/direct provider system generated. The month, day, and year entered must be day that the clients treatment services began. In addition, the date of admission must be prior to the date of any matching discharges or annual updates.

Finally, multiple admissions for the same individual are allowable in CalOMS Tx. For example, an individual is receiving different services from two different providers or from the same provider. Since this was not allowed in the past, some providers would enter a different admission date for one of the services in which the individual was participating.

CalOMS Tx, however, allows multiple admissions for the same individual so long as the individual does not have more than one admission for the same type of service. Therefore, for CalOMS Tx data collection, enter the date of admission in the required format regardless of whether the individual is enrolled in another modality on the same admission date.

It is important to note that CalOMS Tx data reporting is separate from the billing process for Drug Medi-Cal (DMC) services. Therefore, reporting multiple open admissions in CalOMS Tx will not affect a provider's or county's ability to bill for DMC services

## 6.2 Admission Transaction Type (ADM-2)

There are two entries for the type of admission transaction:

- 1. Initial admission.** An initial admission is used to report the beginning of an individual's treatment episode. A treatment episode is a continuous period of planned treatment with no unplanned breaks in services exceeding 30 days. Treatment episodes may include different types of services/modalities and providers as well as planned breaks, such as waiting for a slot to open prior to beginning a new service type.
- 2. Transfer or change in service.** This is used for reporting when an individual has already been admitted to another program or service modality and is transferring to a different program or modality (including those occurring within the same provider). Further, this field helps indicate a person's movement through a treatment episode; the collection of admissions to and discharges from a variety of services in an individual's treatment plan.

Example for transfer: an individual is admitted to an outpatient program and begins receiving services. After some time, the individual informs the provider s/he is no

longer able to make it to the program due to transportation problems. The individual is discharged from the program in which s/he was participating and is transferred to a different program which s/he is better able to get to.

Example for change in service: an individual is admitted to a detoxification program. After several days s/he completes the detoxification services and, as part of his/her treatment plan, is ready to move onto outpatient services. The individual is discharged from the detoxification program and a discharge record is submitted. A new admission is opened for the individual in the outpatient program, and two is entered in this field (ADM-2) to indicate the individual is continuing his/her treatment episode, but has had a change in services.

## 6.3 Type of Treatment Service (ADM-4)

Information on the type of service being provided is required for state and federal reporting. Each type of service and their valid values are defined in the following sections. Entry of any values other than those specified in the following sections or blank entries will result in an error and the record will be rejected.

A table has been included at the end of this section showing how CalOMS Tx service codes correspond to Drug-Medical Billing Codes and DHCS's Master Provider File (MPF) service codes.

### 6.3.1 Non-Residential / Outpatient

Non-residential/outpatient services are services provided where the client does not reside in a treatment facility. Use the following values for non-residential/outpatient services.

1. **Treatment / Recovery / Outpatient Drug Free (ODF) / Narcotic Treatment Program (NTP):** services designed to promote and maintain recovery from SUD problems, which may include the following services:

**Outpatient Group Counseling:** SUD treatment services with or without medication, including counseling and/or supportive services. For DMC beneficiaries, these are services where each client receives two group counseling sessions (90 minute minimum per group session), per 30-day period depending on his/her needs and treatment plan. For DMC, group counseling in this context means face-to-face contacts in which one or more counselors treat four or more (not to exceed ten) clients.

**Outpatient Individual Counseling:** drug abuse or alcoholism treatment services with or without medication, including counseling and/or supportive services.

For DMC beneficiaries, these are services where each client receives face-to-face counseling with a therapist or counselor on a one-on-one basis. Individual counseling, for DMC, is limited to intake, evaluation, assessment and diagnosis, treatment and discharge planning, collateral services, and crisis intervention.

**Outpatient Methadone Maintenance (OMM):** *Methadone maintenance:* provision of methadone as prescribed by a physician to alleviate the symptoms of withdrawal from narcotics as well as other appropriate or required services. Services include intake, assessment and diagnosis, all medical supervision, urine drug screening, individual and group counseling, admission physical examinations, and laboratory tests.).

**Note:** *LAAM:* provision of LAAM and includes medical evaluations, treatment planning, and counseling. Though LAAM is no longer manufactured, it is included in CalOMS Tx so that admissions from past years can be submitted using this code.

*Buprenorphine:* provision of Subutex or Suboxone and may include medical evaluations, treatment planning, and counseling.

**Note:** Many NTP providers are entering either “none” or “other” for Medication Prescribed as Part of Treatment (MED-7). A NTP Maintenance admission is created using two CalOMS Tx data elements, Type of Service (ADM-4) and Medication Prescribed as Part of Treatment (MED-7). In order for a client’s record to be stored as an NTP Maintenance admission ADM-4 must equal (1) Nonresidential / Outpatient Treatment / Recovery / ODF / NTP and MED-7 must equal (2) Methadone, (3) LAAM, (4) Buprenorphine (Subutex), or (5) Buprenorphine (Suboxone).

- 2. Day Program Intensive / Day Care Rehabilitative:** services that last two or more hours (less than 24 hours), for three or more days per week. This includes, but is not limited to, day care rehabilitative programs which provide counseling and rehabilitation services to DMC beneficiaries.

Clients may live independently, semi-independently, or in a supervised residential facility which does not provide this service. These services are provided in intensive outpatient programs wherein services are delivered to participants three hours per day, three days per week. This includes programs providing services throughout the day where participation is stipulated by a minimum attendance schedule of at least ten hours per week and participants may have regularly assigned and supervised work functions.

- 3. Detoxification / NTP Detoxification:** services designed to support and assist participants undergoing a period of planned withdrawal from SUD dependence and explore/develop plans for continued service. Administration of prescribed medication may be included in this type of service. This includes outpatient methadone

detoxification, which is comprised of the provision of narcotic withdrawal treatment to clients undergoing a period of planned withdrawal from narcotic dependence. This also includes non-methadone detoxification, which is defined as outpatient treatment services rendered in less than 24 hours that provide for safe withdrawal in an ambulatory setting.

**Note:** A NTP Detox admission is created from the same two data elements used for Outpatient NTP: ADM-4 and MED-7. In order for a client's record to be stored as an NTP Detox admission, ADM-4 must equal (3) Nonresidential / Outpatient Detoxification / NTP Detoxification *and* MED-7 must equal (2) Methadone, (3) LAAM, (4) Buprenorphine (Subutex), or (5) Buprenorphine (Suboxone).

## 6.3.2 Residential

Residential/inpatient services are services provided where the client resides in a treatment facility. Use the following values for residential/inpatient services.

- 4. Hospital detoxification services:** services which include medical acute care for detoxification of individuals with severe medical complications associated with withdrawal. These services are provided in a licensed hospital where participants are hospitalized for medical support during the planned SUD withdrawal period.

This includes inpatient methadone detoxification services, which are services provided in a controlled, 24-hour hospital setting. Inpatient methadone maintenance is comprised of narcotic withdrawal treatment.

- 5. Non-hospital detoxification services:** non-hospital / free-standing residential detoxification services provided in a residential (non-hospital) facility and which support and assist the participant during a planned SUD withdrawal period.
- 6. Treatment/recovery services lasting 30 days or less:** services provided in a residential facility whose program is designed for participation periods of 30 days or less in non-acute care. These services may include the following elements: personal recovery/treatment planning; educational sessions; social/recreational activities; individual and group sessions; and information about/assistance in obtaining, health, social, vocational, and other community services.

For DMC, these services are only provided to pregnant and postpartum women eligible to receive such services through peril-natal certified programs. The postpartum period is defined as a 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60<sup>th</sup> day occurs. Parenting women who are DMC-eligible are still eligible for regular DMC services and non-DMC perinatal programs.

- 7. Treatment/recovery services extending beyond 30 days:** services provided in residential facilities designed for participation exceeding 30 days. These are non-acute services and include the following elements: personal recovery and/or treatment planning; educational sessions; social/recreational activities; individual and group sessions; detoxification services; and information about/assistance in obtaining, health, social, vocational, and other community services.

For DMC, these services are only provided to pregnant and postpartum women eligible to receive such services through perinatal certified programs. The postpartum period is defined as a 60 day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60<sup>th</sup> day occurs. Parenting women who are DMC-eligible are still eligible for regular DMC services and non-DMC perinatal programs.



## 6.3.3 Crosswalk between CalOMS Tx Service Codes, Drug Medi-Cal Codes and DHCS Master Provider Codes

This crosswalk is to be used as a reference guide and help determine which CalOMS Tx codes are compatible with other service codes that are reported to DHCS.

CalOMS Codes (ADM-4)	CalOMS Service Type	NEW HIPAA Drug Medi-Cal Codes	OLD Drug Medi-Cal Codes (Service Function Codes)	DHCS's Master Provider File (MPF) Code Descriptions
1	Nonresidential/ Outpatient Drug Free (ODF)	H0004 H0004 HD (Perinatal)	<b>80 - 84:</b> ODF — Individual Counseling	<b>31 - Nonresidential:</b> Outpatient/Group and Individual
		H0005 H0005 HD (Perinatal)	<b>85 - 89:</b> ODF— Group Counseling	<b>33 - Nonresidential:</b> Rehabilitative Ambulatory Outpatient – Group
				<b>34 - Nonresidential:</b> Rehabilitative Ambulatory Outpatient – Individual
	Narcotic Treatment Program (NTP) Maintenance	H0020 HG H0020 HG HD (Perinatal)	<b>20 - 22:</b> NTP— Methadone Dosing	<b>40 - Modality and Service Elements:</b> Outpatient Methadone Maintenance (OMM)
		H0004 HG H0004 HG HD (Perinatal)	<b>26 - 27:</b> NTP—Individual Counseling	
		H0005 HG H0005 HG HD (Perinatal)	<b>28 - 29:</b> NTP—Group Counseling	
2	Nonresidential/ Outpatient Day Program Intensive/ Day Care Rehabilitative (DCR)	H0015	<b>30 - 39:</b> Daycare Rehabilitative	<b>30 - Nonresidential:</b> Rehabilitative Ambulatory Intensive Outpatient (Day Care Habilitative) (DCH)
	Perinatal Nonresidential/ Outpatient Day Program Intensive/ Day Care Rehabilitative (DCR)	H0015 HD		
3	Outpatient Detox (non-medical) /NTP Detox	No DMC services		<b>41 - Modality and Service Elements:</b> Outpatient Methadone Detoxification (OMD)
				<b>44 - Modality and Service Elements:</b> Rehabilitative Ambulatory Detoxification (Other than Methadone)
4	Detox (Hospital)		No DMC Services	<b>53 - Residential:</b> Hospital Inpatient Detoxification (24 Hours)
				<b>42 - Modality and Service Elements:</b> Inpatient Methadone Detoxification (IMD)
5	Residential Detox (Non-Hospital)		No DMC Services	<b>50 - Residential:</b> Free-Standing Residential Detoxification
6	Residential Treatment/ Recovery (30 days or less)	H0018 HD	<b>40 – 49: Perinatal Residential</b>	<b>52 - Residential:</b> Residential Recovery – Short Term (up to 30 days)
7	Residential Treatment/Recovery (31 days or more)	H0019 HD	<b>40 – 49: Perinatal Residential</b>	<b>51 - Residential:</b> Residential Recovery – Long Term (over 30 days)

## 6.4 Source of Referral (ADM-5)

Ask: *What is your principal source of referral?*

Source of referral information is required for state and federal reporting. Further, referral source provides more information about individuals seeking treatment. This information can be helpful in identifying how individuals find out about treatment, the extent to which they impact other public service systems, and the relationship between how people are referred to treatment and how long they stay in treatment.

Ask the participant how they were referred to the program or what their source of referral is and enter the code corresponding to the response provided. The valid entries for this field are:

- 1 – Individual:** includes self-referral, family member or friend. If a client reports them self as “self-referred” but they have been referred by another agency use the client’s administrative paperwork as the referral source.
- 2 – Alcohol / Drug Abuse Program:** any program whose activities are primarily related to SUD abuse prevention, education or recovery services.
- 3 – Other Health Care Provider:** physicians, psychiatrists or other licensed health care or mental health professionals, general hospitals, psychiatric hospitals, mental health programs and nursing homes.
- 4 – School / Educational:** school principals, counselors, teachers, a student assistance program or any other educational agency.
- 5 – Employer/EAP:** a supervisor, personnel officer, employee counselor, or an agent of an Employee Assistance Program (EAP).
- 6 – 12 Step Mutual Aid:** programs such as Alcoholics Anonymous, or Al-Anon.
- 7 – Probation or Parole:** any person that is sentenced under the law and is sent to treatment as a condition of probation or parole
- 8 –Post-release Community Supervision (AB 109):** the realignment of Criminal Justice and Rehabilitation programs from the State to the counties.
- 9 – DUI / DWI:** county or privately operated program(s) that provide counseling, education, and referrals for ancillary services for those individuals who have been mandated to complete a driving-under-the-influence program.



**10 – Adult Felon Drug Court:** any Adult Drug Court client that is charged with, or convicted of a felony. Do not use this code for misdemeanants.

**11 – Dependency Drug Court:** any adult client that is involved with the Child Protection Services (CPS) and referred to treatment by a Dependency Drug Court (Family Drug Court) Program. If the client is referred to treatment without the involvement of a Dependency Drug Court (Family Drug Court), the referral should be coded as a CPS referral, see # 14 below.

**12 – Court / Criminal Justice:**

- any referral from a police official, judge, prosecutor, probation or parole officer, or other person affiliated with a federal, state, or county judicial system, or is sentence for a non-SUD related crime,
- is an Adult Drug Court client charged with, or convicted of a misdemeanor,
- or is a juvenile charged with, or convicted of a crime and referred by a Juvenile Drug Court.

**13 – Other Community Referral:** community and religious organizations or any agency that provides services in areas such as poverty relief, unemployment, shelter, or social welfare. Defense attorneys are included in this category.

**14 – Child Protective Services:** any client that is referred into treatment by CPS and is **not** referred into treatment by a Dependency Drug Court (Family Drug Court) Program.

A source of referral must be provided for each participant. Failure to enter data in this field, or entry of any values other than those specified above will result in an error and the record will be rejected.

**Note: Source of Referral as it relates to the Criminal Justice Status field.** If Source of Referral code values 7, 10, or 12 are entered, then Criminal Justice Status cannot equal 1 – No Criminal Involvement. If Source of Referral contains 7, 10, or 12 and Criminal Justice Status contains 1, an error will occur and the record will be rejected.

If Source of Referral code is value 8 (AB 109 clients) then the Criminal Justice Status (LEG-1) must be a value 4, or an error will occur and the record will be rejected.

## 6.5 Days Waited to Enter Treatment (ADM-6)

*Ask: How many days were you on a waiting list before you were admitted to this treatment program?*

This element provides a means for fulfilling one of the NOM requirements by collecting information on the number of days participants wait before they are admitted to treatment. By gathering information about the length of time individuals seeking SUD services have to wait to receive services DHCS counties, and providers will be able to identify barriers to services and thus identify ways to eliminate such barriers.

However, some individuals include time they are incarcerated when reporting the amount of time they were on a waiting list. Including other factors unique to an individual's circumstances, such as incarceration, in the count of days waited to enter treatment has a negative impact on the quality of the data collected on this element.

Therefore, when asking for this information, county and provider staff must clarify that days waited to enter treatment should only include days waited due to an unavailability of slots in a particular program or modality not days waited due to other circumstances unique to the individual's life.

In some cases, however, it is the provider rather than the program participant that may have this information. If such is the case, it is acceptable for the provider to enter the number of days the individual was on the waiting list.

Entries for responses for days waited to enter treatment must be greater than or equal to 0 and less than 1,000. The valid values for days waited to enter treatment are:

- **A number from 0 to 999**, 0 meaning the individual did not wait any days prior to entering treatment, and 999 being the maximum reportable number of days waited to enter treatment.
- **99901** – Not sure/don't know
- **99904** – Client unable to answer. DHCS's CalOMS Tx system will have an edit to check for erroneous use of this alternative value. For example, if 99904 is entered in this field and the type of service is not detoxification (code 3, 4, or 5 was entered in the type of service field) or if the disability is not "developmentally disabled" (code 7 was entered in the disability field), an error will occur and the entire record will be rejected.

## 6.6 Number of Prior Treatment Episodes (ADM-7)

Ask: *What is the number of prior episodes in any alcohol or drug treatment/recovery program in which you have participated?*

This question provides valuable information that can be used for continuous quality improvement. The valid entries for the number of prior treatment episodes are:

- **A number from 0 to 99**, 0 meaning the individual did not have any prior treatment episodes and 99 being the maximum reportable number of prior episodes.  
**99900** - Declined to state
- **99901** - Not sure/don't know
- **99904** – Client unable to answer. This is only a valid value when the participant is a detoxification program patient, who has not yet been stabilized, or is developmentally disabled (3, 4, or 5 was entered in the type of service field or 7 was entered in the disability field, respectively).

## 6.7 California Work Opportunity and Responsibility to Kids (CalWORKs)

Counties and providers must report on various funding sources in addition to those provided by DHCS that may be used to provide SUD treatment services. This information enables DHCS to determine other systems impacted by SUD use/abuse.

### 6.7.1 CalWORKs Recipient (ADM-8)

Ask: *Are you a CalWORKs recipient?*

This field enables DHCS, counties, and providers to identify the number of CalWORKs recipients seeking and receiving SUD treatment services. There are three allowable values for responses for CalWORKs recipient:

- 1** – Yes
- 0** – No
- 99901** – Not sure/don't know

## 6.7.2 Substance Abuse Treatment under CalWORKs (ADM-9)

Ask: *Are you receiving substance abuse treatment services under the CalWORKs welfare-to-work plan?*

This field further elaborates on the CalWORKs recipient field by enabling DHCS, counties, and providers to track the number of individuals receiving SUD services through CalWORKs. There are three allowable values for responses to this question:

**1** – Yes

**0** – No

**99901** – Not sure/don't know

If 1 is entered in this field, then 1 must have been entered in the CalWORKs recipient field as well. If 1 has been entered in this field and 0 or 99901 have been entered in the CalWORKs recipient field, an error will occur resulting in rejection of the entire record.

## 6.8 County Paying for Services (ADM-10)

This data field is designed to track instances where one county refers an individual to a program in another county and pays for the services provided. For example, sometimes individuals seek services in a particular county, which either does not offer the needed services or does not have available slots for the needed services. In such event, the county would refer an individual to a county with the needed services available and pay that county, or the provider the individual was referred to in that county.

Information on counties paying for services provided in a different county is necessary to ensure referring counties are credited for individuals whose services they pay for. In addition, this information will provide useful information for needs assessment.

The valid values for this field are:

- **01-58** - If services provided to an individual are being funded by a referring county, enter the county code of the referring county. Refer to Appendix B for a list of county codes.
- **99902** - Not applicable. Use this code if the services occur in and are paid for by the county the participant initially sought them in.

## 6.9 Special Services Contract Identification Number (ADM-11)

Some counties contract with neighboring counties for the provision of services available in one county which are not available in another. For example, one county may provide residential services while a neighboring county does not. Therefore, the neighboring county may contract with the county providing residential services to fund any individuals they refer for residential services.

Counties and providers must report information about special services contract funds used when such contracts exist between counties. In the event one county has a special services contract with another county, a special services contract number must be obtained from DHCS. If any other number is entered into the CalOMS Tx application the record will be rejected.

The valid values for this field are:

- **A four-digit special services contract number issued by DHCS, ranging from 0000 – 9999.** If a special services contract exists and a special services contract identification number has been assigned, the two-digit code of the county paying for the services (referring county) must be entered in the county paying for services field (see Section 6.8). Failure to enter the county code in the county paying for services field when a special services contract number has been entered will produce an error and the record will be rejected.
- **99902 - Not applicable.** This should be entered if there is not a special services contract in place.

## 6.10 Provider's Participant Identification (PPID) Number (CID-2)

This field is designated for providers to enter participant identification numbers assigned to individuals participating in their program. The mechanism for generating this number is governed by the provider and may be alphabetic, numeric, or alpha-numeric. Entries in this field can be up to 20 characters and can contain capital letters, numbers, dashes, or blanks.

A valid participant identification number is not required for each individual; use of a provider participant identification number is optional. However, this field must be present in the file. This field is used for matching records, so if the field is blank at admission, it must also be blank for matching discharges or annual updates. Further, the entry contained in this field

must be the same at admission, annual update, and discharge; e.g. if 12BFJ6945GY were entered at admission, the same entry must be provided for this person's discharge or annual update records. An error will occur if the value entered (or not entered) in this field for an admission is different at annual update or discharge. To protect a client's privacy, please do not use client names or any other personal client identifiers as the PPID.

## 6.11 Unique Client Identifier (UCI)

In addition to the federal requirement to report changes during treatment measures is a requirement to have a mechanism for uniquely identifying every SUD program participant without compromising his/her right to privacy and confidentiality. In response to this federal requirement DHCS, in collaboration with counties and providers, identified a number of data elements that would facilitate tracking unique clients.

The UCI will be used for such purposes as:

- Tracking clients as they move through the SUD system of care (across and between SUD treatment episodes)
- Identifying duplicate records
- Assessing unique client SUD treatment needs
- Program analysis
- Monitoring client outcomes
- Fulfilling state and federal reporting requirements

The UCI data elements are used to determine whether an incoming record is for a new individual (entering DHCS's system of care for the first time) or should be matched to an existing client (has previously received services through DHCS's system of care). Upon such determination, the system will either generate a new unique client identification number or attach an existing UCI number.

If the system determines the incoming record is for a new client it will randomly generate a UCI number and "stamp" it to that record. Each time this person presents for treatment thereafter, the system will be able to recognize this person as a prior client by scanning the information in the UCI fields. If the individual is a previous client the incoming record will be "stamped" with that individual's UCI number. This randomly generated UCI number is non-intelligent, which means that none of the information contained in the various UCI fields is contained in the UCI number. For example, part of a person's name or social security number are not pieced together to create the UCI number.

Further, the matching process occurs once a record is received by CalOMS Tx, which means the UCI number is attached to the record before it populates the database. Therefore none of the data contained in the UCI fields, which do not provide demographic information about the treatment population, are ever visible to any CalOMS Tx users. For

example, a person's social security number will not be made visible to anyone using CalOMS Tx to generate reports. This enables analysis of unique individual's treatment episodes (the collection of services a particular individual receives) without revealing the individual's identity.

Considering there are concerns regarding the UCI elements, it is important to note that 42 CFR and HIPAA allow providers to disclose client information to counties and DHCS for audit, evaluation, and health care oversight purposes without obtaining each client's consent or authorization to do so. Counties and DHCS are not allowed to use or further disclose this information for research purposes without satisfying additional rules specific to research. For this reason, informed consent is not required in order to collect and report CalOMS Tx data to DHCS. However, this is not to preclude counties and providers from providing clients with information on how CalOMS Tx data will be used if they are so inclined.

It is critical to obtain UCI information from every program participant. Therefore alternative values may only be used in fields where they are specifically listed as an allowable value. There are "core" UCI elements and "confirmatory" elements for the UCI. Unique client matching would be greatly compromised without valid data in the core UCI fields (i.e. non-alternative values). For this reason, alternative values are not allowable in any of the core UCI fields. The CalOMS Tx database will reject records containing alternative values in the core UCI fields.

The confirmatory CalOMS Tx fields are used to help narrow multiple matches down to one specific individual. The probability of making a unique match is increased with each confirmatory element containing client-reported data (no alternative values). However, some individuals may be uncomfortable providing such information. If this happens, inform the individual of what this information will be used for (e.g. program evaluation) as well as the requirements for privacy and confidentiality. Further, in those fields where allowed, enter the 99900 value (client declined to state) in the event the individual does not wish to provide the information.

### ***Important Note for Entry and Submission of UCI Data***

Before proceeding to the following sections on each UCI element and valid values, please note the importance of accurate data entry. As discussed above, the UCI is used for matching an individual's admission, discharge, and annual update records. Every field of the UCI is important in determining which records belong to a particular individual. If errors, such as typos are made when entering UCI information, records could be rejected or a new UCI number could be created when the record should be matched with an existing UCI number.

It is very important that new UCI numbers are not created as a result of the data information transfer errors from a pre-existing client's information. There are various negative impacts to errors in the UCI fields, including:

- inaccurate client count, which affects caseload estimates, state and federal reporting, and allocations;
- inability to link service sets within a treatment episode, which affects the ability to evaluate outcomes of entire treatment episodes (collection of service sets consecutively received by an individual); and
- increased error rate from inconsistencies in the UCI which affect the system's ability to match client records.

It is therefore critical to pay close attention when collecting and entering UCI data and to correct any errors made in UCI fields as soon as they are discovered. If typos, misspellings, transposed numbers (e.g. entering 02 for birthday when it should have been 20), or other entry errors are discovered, and the client has an admission on file, take the following action:

1. Open the client's first admission record.
2. Correct any/all errors discovered in the UCI fields.
3. Resubmit the admission record.
4. Open the matching discharge/annual update for the first admission record and make the same corrections made to the corresponding admission.
5. Resubmit the corrected discharge/annual update.
6. Repeat for all subsequent admissions and their matching annual update/discharge records for. This has to be done in sequential order to prevent rejections.

Since correction of errors made in UCI fields can be a time consuming process, staff collecting and entering UCI data are advised to check all entries to the UCI fields for spelling, format, and accuracy prior to collecting other CalOMS Tx data.

In the following sections, each of the UCI elements required for CalOMS Tx and their valid values/entry codes are defined.

## 6.11.1 Gender (CID-3)

Ask: *What is your gender?*

There are three allowable numeric values for gender. Use of any five-digit alternative value other than the specified alternative value will result in an error causing the entire record to be rejected.

- 1 – Male
- 2 – Female
- 99903 – Other



If the pregnant at admission field or the pregnant at any time during treatment field (for discharge records only) contain 1 (yes), then the gender cannot be male. If gender is male and either the pregnant at admission field or the pregnant at any time during treatment field contain 1, then an error will occur and the record will be rejected. In addition, the Female Offender Treatment Program participant field (LEG-7) cannot contain “yes” if gender is male as it will cause an error, which will result in rejection of the record.

## 6.11.2 Date of Birth (CID-4)

Ask: *What is your date of birth?*

For date of birth enter the two-digit month (e.g. 01 for January), two-digit day (e.g. 06), and four-digit year (e.g. 1979). An example of a valid entry for date of birth is 01061979. Failure to use the specified format, an invalid calendar date (e.g. February, 31, 1970), submission of incomplete entries, or leaving the field blank will result in an error and the entire record will be rejected. There are no alternative values allowed for this data element. Use of any of the alternative values or entries inconsistent with the specified format will result in a fatal error.

## 6.11.3 Current First Name (CID-5)

Ask: *What is your current first name?*

Enter the participant's current first name using alphabetic characters in the current first name field. If the participant has only one name (e.g. Madonna) enter 99902 for “not applicable” and enter the single name the participant goes by in the current last name field. The maximum length is 20 characters. If the participant is a detoxification participant who has not been stabilized, or is developmentally disabled and cannot answer the question, enter 99904 for “client unable to answer.”

Failure to enter a name or entry of any alternative values other than 99902 or 99904 will result in an error and the record will be rejected. If 99904 is entered, then the disability must be “developmentally disabled” (code 7) or the type of service must be a detoxification service (code 3, 4, or 5), otherwise an error will occur and the record will be rejected.

## 6.11.4 Current Last Name (CID-6)

Ask: *What is your current last name?*

Enter the participant's current last name using alphabetic characters in the current last name field. If the participant goes by one name (e.g. Madonna) enter the name in this field. The maximum length is 40 characters. If the participant is a detoxification participant who

has not been stabilized, or is developmentally disabled and cannot answer the question, enter 99904 for “client unable to answer.”

Failure to enter a name or entry of any five-digit alternative value other than 99904 will result in an error and the record will be rejected. If 99904 is entered, then the disability must be developmentally disabled (code 7) or the type of service must be a detoxification service (code 3, 4, or 5), otherwise an error will occur and the record will be rejected.

### 6.11.5 Social Security Number (CID-7)

*Ask: What is your Social Security Number?*

Enter the participant's nine-digit social security number without dashes (e.g.123456789) in this field. If the participant does not wish to provide this information, enter 99900 to indicate the participant declined to state. If the participant indicates s/he does not have a social security number, enter 99902 (not applicable).

For detoxification participants who are not stabilized or developmentally disabled persons unable to answer this question, enter 99904 (unable to answer). If 99904 is entered, then the disability must be developmentally disabled (code 7) or the type of service must be a detoxification service (code 3, 4, or 5), otherwise an error will occur and the record will be rejected. Use of any other five-digit alternative values, blanks, or incomplete entries will result in a fatal error causing the entire record to be rejected.

### 6.11.6 Zip Code at Current Residence (CID-8)

*Ask: What is the zip code at your current residence?*

Ask the participant what the zip code at his/her current residence is and enter the participant's five-digit zip code. Because some program participants may not be able to respond to this question or may be homeless, there are several alternative values permitted for this field. In the event an individual is homeless and/or lives in a shelter, use the zip code for the billing provider in this field..

The valid values for zip code at current residence are:

- **A five-digit zip code**
- **00000** or a five-digit zip code – homeless. If an individual states s/he is homeless and/or living in a shelter, use the zip code for the billing provider.
- **XXXXX** – Declined to state
- **ZZZZZ** – Client unable to answer. If all Z's are entered a 7 must be entered in the disability field or 3, 4, or 5 must be entered in the type of service field. If these codes are

not entered in either the disability or type of service fields when all Z's have been provided for zip code, an error will occur and the record will be rejected.

## 6.11.7 Birth First Name (CID-9)

Ask: *What is your birth first name?*

Enter the participant's birth first name using alphabetic characters in the birth first name field. If the participant has only one name (e.g. Madonna) enter 99902 for "not applicable" and enter the single name the participant goes by in the birth last name field. The maximum length is 20 characters.

A name or 99902 must be entered in this field as it is critical in enabling DHCS, counties, and providers to identify participants. Blank entries, or entry of any other alternative value other than 99902 will result in an error and the record will be rejected.

## 6.11.8 Birth Last Name (CID-10)

Ask: *What is your birth last name?*

Enter the participant's birth last name using alphabetic characters in the birth last name field. If the participant has only one name (e.g. Madonna) enter 99902 for "not applicable" in the birth first name field and enter the single name the participant goes by in the birth last name field. The maximum length is 40 characters.

A name must be entered in this field as it is critical in enabling DHCS, counties, and providers to identify participants. Blank entries, or entry of any alternative values will result in an error and the record will be rejected.

## 6.11.9 Place of Birth (CID-11)

There are two fields designated for reported place of birth: one field for county and one field for state. Instructions for completing each field are specified in the following sections.

### 6.11.9.1 County (CID-11a)

Ask: *What county were you born in?*

This field must be completed using numeric characters. Ask the individual if s/he was born in California. If the individual was born in California, enter the two-digit county code of the county in which the individual was born. Refer to Appendix B for a list of county codes. If the individual states s/he was not born in California, enter 99903 (other). In the event an

individual cannot remember or does not know what county s/he was born in, enter the county code of the county in which the individual is living.

Either a county code or 99903 must be entered in this field. If this field is blank, incomplete, or contains any five-digit alternative value other than 99903, an error will occur and the record will be rejected.

### 6.11.9.2 State (CID-11b)

Ask: *What state were you born in?*

If 99903 is entered for place of birth – county, ask the individual if s/he was born in the U.S. If the individual states s/he was born in the U.S., ask him/her which state s/he was born in. Enter the two-character alphabetic code for the state in which the individual was born. Refer to Appendix C for a list of state codes. If the individual was born outside of the U.S., enter 99903 (other). If the individual cannot remember or does not know which state s/he was born in, enter the code for the state in which they are currently living.

Either a state code or 99903 must be entered in this field. If this field is blank, incomplete, or contains any five-digit alternative value other than 99903, an error will occur and the record will be rejected.

### 6.11.10 Driver's License/State Identification Card Number (CID-12)

Ask: *What is your driver's license/ or if you do not have a driver's license, what is your state identification card number?*

Ask the individual if s/he has a driver's license or state identification card and if so, enter the alpha-numeric driver's license or identification card number. The maximum length is 13 characters as some states' driver's licenses or identification cards may be up to 13 characters in length.

The valid values of driver's license/state identification card number are:

- **An alpha-numeric driver's license/state identification card number**
- **99900** – Declined to state
- **99902** – None or not applicable
- **99904** – Client unable to answer. If this code is used, type of service must be detoxification (field must contain 3, 4, or 5) or disability must be developmentally disabled (field must contain 7). Use of this code when type of service is not detoxification or when the disability is not developmentally disabled will result in rejection of the record.

## 6.11.11 Driver's License/State Identification Card State (CID-13)

Ask: *For which state is your valid driver's license/state identification card?*

If a driver's license/state identification card number is entered in the driver's license/state identification card number field, then a state code **must** be provided in this field. If no state code is provided in this field when an alpha-numeric driver's license/state identification number has been entered in the driver's license/state identification card number field an error will occur and the record will be rejected. If applicable, enter the two-character state code (refer to Appendix C for a list of state codes). The valid values of driver's license/state identification card number are:

- **A valid state code**
- **99900** – Declined to state
- **99902** – None or not applicable
- **99904** – Client unable to answer. If this code is used, type of service must be detoxification (field must contain 3, 4, or 5) or disability must be developmentally disabled (field must contain 7). Use of this code when type of service is not detoxification or when the disability is not developmentally disabled will result in rejection of the record.

## 6.11.12 Mother's First Name (CID-14)

Ask: *What is the first name of your mother or the individual you consider to be your mother?*

Ask the individual his/her mother's first name and enter it using alphabetic characters. The maximum length is 20 characters. Entries must be all one word; i.e. no spaces between syllables or words. For example, the appropriate entry for the name Mary Ann would be "MaryAnn." If the record were submitted with the name entered "Mary Ann" an error would occur and the record would be rejected.

This field is intended to contain the name of the individual the program participant considers his/her mother. For example, if a program participant was adopted and is not sure whose name to give for this data element, advise him/her to provide the name of the person s/he considers his/her mother. The same holds true for individuals raised by two males or two females, a grandparent, etc. A name must be provided in this field or an error will occur and the record will be rejected.

**Note:** If a person is unable to provide a name or cannot recall his/her mother's name, enter "mother," "mom," or ask the person to provide a nickname s/he called their mother by. If

this occurs, it is very important the same name collected is used for this particular individual every time they provide this information. For example, if someone had a nickname for their mother, they must always report this same nickname in any future services so we are able to uniquely match the individual's records.

## 6.12 Race (CID-15)

Ask: *What is your race?*

Race information is necessary to meet federal TEDS reporting requirements. Collecting data on race also provides demographic information about individuals receiving SUD services, which can help identify ways to improve service delivery and address needs. A minimum of one race value must be provided, not to exceed five race values for each participant. This field cannot exceed 14 characters. There are 18 allowable values for reporting race; no alternative values may be used or the record will be rejected. The valid values for race are:

- |                                    |                          |
|------------------------------------|--------------------------|
| <b>01</b> – White                  | <b>10</b> – Hawaiian     |
| <b>02</b> – Black/African American | <b>11</b> – Japanese     |
| <b>03</b> – American Indian        | <b>12</b> – Korean       |
| <b>04</b> – Alaskan Native         | <b>13</b> – Laotian      |
| <b>05</b> – Asian Indian           | <b>14</b> – Samoan       |
| <b>06</b> – Cambodian              | <b>15</b> – Vietnamese   |
| <b>07</b> – Chinese                | <b>16</b> – Other Asian  |
| <b>08</b> – Filipino               | <b>17</b> – Other Race   |
| <b>09</b> – Guamanian              | <b>18</b> – Multi-racial |

## 6.13 Ethnicity (CID-16)

Ask: *What is your ethnicity?*

Ethnic information is necessary to meet federal TEDS reporting requirements and provides demographic information about individuals receiving SUD services. This in turn, facilitates needs assessment. There are five valid values for ethnicity; alternative values are not allowed and will result in a rejection of the record if used.

- 1** – Not Hispanic
- 2** – Mexican/Mexican American
- 3** – Cuban
- 4** – Puerto Rican
- 5** – Other Hispanic/Latino

## 6.14 Veteran (CID-17)

Ask: *Are you a U.S. Veteran?*

This field meets State and federal reporting needs. ADP Bulletin 04-16 informed counties of the availability of SUD treatment services through the Federal Veteran's Administration (VA) and encouraged counties to track veterans through CADDSS and as appropriate refer them to the VA for SUD treatment services. Collecting this information provides an estimate of the number of veterans seeking SUD services in California. The four allowable values for veteran status are:

1 – Yes

2 – No

**99900** – Declined to state

**99904** – Client unable to answer. If this code is used Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally disabled), otherwise the record will be rejected.

Veteran status cannot be yes if the individual is less than 17 years of age at admission. If yes is entered in this field for a person under the age of 17, an error will occur and the record will be rejected.

## 6.15 Disability (CID-18)

Ask: *What type of disability / disabilities do you have, if any?*

Collection of data on disabilities enables DHCS to measure the number of persons with disabilities. This information is valuable for needs assessment and improvement of service delivery. More than one entry may be provided for each participant. However, multiple values are not allowed (and will result in rejection of the record) when none, declined to state, or unable to answer have been selected. The ten allowable values for disability are:

1 – None

2 – Visual

3 – Hearing

4 – Speech

5 – Mobility

6 – Mental

7 – Developmentally disabled

8 – Other Disability (not SUD)

**99900** – Declined to state

**99904** – Client unable to answer. To use this code, the type of service (ADM-4) must be detoxification (field must contain 3, 4, or 5); otherwise the record will be rejected.

## 6.16 Consent (CID-19)

This field was included in CalOMS Tx prior to the decision to postpone post discharge follow-up. This field was intended for counties to indicate whether the program participant signed a consent form to participate in post-discharge follow-up. Since post discharge follow-up has been postponed, counties can default this field to “no.”

### 6.16.1 Lesbian, Gay, Bisexual, Transgender (LGBT) (CID-20)

*Ask: Are you heterosexual, lesbian, gay, bisexual or transgender, or do you question your sexual orientation?*

Asking this question (and collecting this data) is optional for the county or direct provider. The question is collected at admission only. It addresses the sexual orientation of persons served. Therefore, if the county or direct provider chooses to ask this question, it should be asked of **all** clients, and should not be asked specifically to clients who identify themselves as gay (male), lesbian (female), bisexual, transgender, or questioning their sexuality.

For counties or direct providers who wish to submit the voluntary LGBT data, the header version is 1.1. For those who wish to correct their admissions that were previously submitted under version 1.0, a resubmission of admission can be submitted using file version 1.1, and the record will not reject.

If a county or direct provider is interested in submitting LGBT data to CalOMS Tx, please contact the DHCS IT Service Desk at (916) 440-7000 or send an email to [ITServiceDesk@dhcs.ca.gov](mailto:ITServiceDesk@dhcs.ca.gov). For additional details, refer to Section 3.4.21 in the CalOMS TX Data Dictionary.



## 6.17 SUD Use Life Domains

The following sections gather information about two of the seven life domains (discussed in Section 3.2): alcohol use and drug use. By collecting this information, DHCS, counties, and providers can identify trends in SUD use and evaluate the impact of treatment in reducing SUD use, which in turn can provide information about risk behaviors and age of onset of use. The following sections identify and define each of the data elements for the alcohol use and drug use life domains.

### 6.17.1 Primary Drug Code (ADU-1a)

*Ask: What is your primary alcohol or other drug problem?*

Information on SUD use is required for state and federal reporting. Each drug category and the drug codes are defined below. The same drug categories and drug codes for primary drug (the substance that has been determined to cause the greatest dysfunction to the client) also apply for secondary drug data collection. It should be noted that 0 (none) is not an allowable entry for primary drug unless it is an annual update (refer to Section 7.0) or a discharge (refer to Section 8.0). If "0" is entered in the primary drug field, an error will occur and the record will be rejected.

For drug responses for which there is not a code, enter 99903 (other) then type the name of the drug (up to 50 characters) in the primary drug name field. The name of the drug will also need to be specified in the primary drug name field when certain drug codes are entered, such as 11 (other hallucinogens) to specify the reported hallucinogen name. See Section 6.17.2 for further information

Each category of drug, common names for each drug within a given category, and routes of administration for each drug are discussed briefly below to assist in determining the appropriate code to enter for primary drug, primary drug route of administration, secondary drug, and secondary drug route of administration. The list below is for reference but regional names may be the same for different types of drugs. For example: In Northern California, Christmas Trees may be used for barbiturates but in Southern California, Christmas Tress may be the name used for amphetamines. Please clarify slang drug names with clients before entering the drug code.

### ***Clients Sent to Treatment for Selling Drugs***

In addition, some clients report to treatment due to criminal drug possession / sales charges, but state they do not have a primary or secondary drug problem. If such is the case, enter 99903 in (ADU-1a) Primary Drug Code field and in (ADU-1b) Primary Drug Name type in "charged with possession of (drug name)" or "charged with selling (drug name)."

## Full Listing of Drug Codes

- |   |  |
|---|--|
| <b>0</b> – None (only allowable at discharge or for secondary drug) | <b>12</b> – Tranquilizers (Benzodiazepine)                                       |
| <b>1</b> – Heroin   | <b>13</b> – Other Tranquilizers  |
| <b>2</b> – Alcohol  | <b>14</b> – Non-Prescription Methadone   |
| <b>3</b> – Barbiturates   | <b>15</b> – OxyContin/Oxycodone  |
| <b>4</b> – Other Sedatives or Hypnotics                             | <b>16</b> – Other Opiates or Synthetics  |
| <b>5</b> – Methamphetamine  | <b>17</b> – Inhalants  |
| <b>6</b> – Other Amphetamines                                       | <b>18</b> – Over-the-Counter   |
| <b>7</b> – Other Stimulants   | <b>19</b> – Ecstasy  |
| <b>8</b> – Cocaine/Crack  | <b>20</b> – Other Club Drugs   |
| <b>9</b> – Marijuana/Hashish  | <b>99901</b> – Not sure/don't know (only allowable for administrative discharge) |
| <b>10</b> – Phencyclidine (PCP)                                     | <b>99903</b> – Other (specify in ADU-1b)   |
| <b>11</b> – Other Hallucinogens                                     |  |

### Barbiturates (3)

This category includes drugs which depress the central nervous system and contain barbituric acid. Historically, drugs in this category have been used to treat insomnia and anxiety. For this reason, drugs in this category are often referred to as sleeping pills.

Barbiturates include:

Amytal (amobarbital)	Lotusate (talbutal)	Pentothal (thiopental)
Alurate (aprobarbital)	Luminal (Phenobarbital)	Seconal (secobarbital)
Brevital (methohexital)	Mebaral (mephobarbital)	Surital (thiamyl)
Butisol (butabarbital)	Nembutal	Tuinal (secobarbital & amobarbital)
Fiorinal (butalbital)	(pentobarbital)	

Street names for barbiturates include:

Barbs	Downers	red birds	tooies
blue heavens	Nembies	red devils	
butes	Phennies	reds	
Christmas trees	Rainbows	seggies	
yellow jackets			

Routes of administration for barbiturates include oral (swallowing pills) or injection. When an individual reports barbiturates as his/her primary or secondary drug enter 3.

## ***Other Sedatives or Hypnotics (4)***

This category is designated for those drugs that do not fit into other drug categories due to their effects. Drugs falling in this category, like barbiturates, are prescribed for insomnia. However, these drugs' effects are somewhat different from barbiturates.

Sedatives (non-barbiturate) include:

Doriden (glutethimide)	Lunesta (eszopicione)	Sandoz (fiorinal and codeine)
Equanil (meprobamate)	Methaqualone	Skelaxin (carisoprodol)
Flexeril (cyclobenzaprine hydro)	Miltown (meprobamate)	Soma (carisoprodol)
Levaquin (levofloxacin)	Relaxazone (carisoprodol)	Vanadom (carisoprodol)

Route of administration for these drugs is oral. Use the “other sedatives or hypnotics” code (4) for individuals reporting these sedatives as their primary or secondary drug then specify the name of the sedative/hypnotic in the appropriate free-text field designated for other drug specification (primary drug name or secondary drug name).

## ***Stimulants***

### ***Methamphetamine and Other Amphetamines***

This category includes all drugs with an amphetamine base, one of which is methamphetamine. Due to the prevalence of methamphetamine use, however, methamphetamine has its own code for CalOMS Tx reporting. Amphetamines other than methamphetamine should be reported as “other amphetamines.”

### ***Methamphetamine (5)***

Street names for methamphetamine include:

Chalk	Crystal	Ice	Speed
Crank	Glass	Meth	Tweak
Cristy	Hawaiian salt	Quartz	

There are several different routes of administration for methamphetamine, depending on which form an individual uses. The routes of administration for methamphetamine are smoking (ice, quartz, glass), snorting, oral (eaten or swallowed), and injection. Injection is the most frequently used route of administration and is used most by long-term, heavy users.

## Other Amphetamines (6)

This category includes all amphetamine-based drugs other than methamphetamine, including:

Adderall (amphetamine & dextroamphetamine)	Dexedrine (dextroamphetamine)
Benzedrine (amphetamine)	Ferndex (dextroamphetamine)
Biphetamine (generic Adderall)	Obetrol (dextroamphetamine)
Desoxyn (methamphetamine hydrochloride)	Oxydess II (dextroamphetamine)
Didrex (benzphetamine hydrochloride)	paramethoxyamphetamine (PMA)
dexamphetamine sulphate	Robese (dextroamphetamine)
	Spancap #1 (dextroamphetamine).

Street names for amphetamines include:

Base	dex	poppers	whizz
Billy	P	sulph	
black beauties	pep pills	uppers	
crosses	phet	white crosses	

Many of the previously listed amphetamines are pills and can be taken orally. However, some individuals that abuse prescription amphetamines, particularly Adderall, either crush the pills and snort them or dissolve them in water and inject them. For those reporting the amphetamines listed above enter 6 then specify the name of the amphetamine in the appropriate free-text field designated for other drug specification (primary drug name or secondary drug name).

## Other Stimulants (7)

These are stimulants other than crack/cocaine and which do not have an amphetamine base. This category includes:

Adipex (phentermine)	Fastin (phentermine)	Preludin (phenmetrazine)
Arlidin (nylidrin)	Fenfluramine (fen-phen)	Ritalin
Beecham Fastin (phentermine)	lonamine (phentermine)	(methylphenidate)***
Benzylpiperazine	Khat (pronounced cot)**	Sanorex (phentermine)
Caffeine	Mazanor (mazindol)	Span R/D (phentermine)
Cathinone*	Methylin (methylphenidate)	Tenuate/Tenuate Dospan (diethylpropion)
Concerta (methylphenidate)***	Oby-Trim (phentermine)	Teramine (phentermine)
Diethylpropion	Plegine (phendimetrazine)	Xenical (phentermine)
Ephedrine	Prelu (phendimetrazine)	

There are various street names and routes of administration for these stimulants.

\*Street names for cathinone/methcathinone are:

Bathtub speed	Jeff	Meth's cat	Wannabe speed
Cat	Kitty	Meth's kitten	

Routes of administration for cathinone/methcathinone include smoking, snorting, injection, and oral.

\*\*Street names for khat include:

African salad	Gat	Qat	Tschat
Bushman's tea	Kat	Tea	
Chat	Miraa	Tohai	

Routes of administration for Khat include oral (chewing the leaves of the plant or brewing a tea and drinking it) or smoking.

\*\*\*Methylphenidate is most commonly known as Ritalin. Ritalin is widely used as a prescription to treat Attention Deficit Disorder (ADD) and Attention Deficit Hyperactivity Disorder (ADHD). However, Ritalin is also used illicitly. Routes of administration for Ritalin include oral (pill), snorting (ground up pills), or injection (dissolved in water).

Enter 7 for other stimulants then specify the name of the stimulant in the appropriate free-text field designated for other drug specification (primary drug name or secondary drug name).

## **Cocaine/Crack (8)**

There are two forms of cocaine, powdered (hydrochloride salt cocaine), and crack (freebase). Hydrochloride salt cocaine is pure cocaine, though it is usually diluted with other substances for street sale. Crack is derived directly from powder cocaine by dissolving cocaine in a solution of baking soda and water, which is boiled until the crack solidifies (separates from the solution). The same code is used for both cocaine and crack (8).

Street names for cocaine include:

Bernice	Coke	Girl	Snow
Big C	Corine	Happy dust	Toot
Blow	Dust	Lady	
C	Flake	Nose candy	

Street names for crack include:

24-7	Beamers	Ice	Rooster
B.J.'s	Bolo	Jelly Beans	Space
Bedrock	Crank	Rock	

The routes of administration for cocaine are snorting and injection. The route of administration for crack is smoking.

## ***Marijuana/Hashish (9)***

Street names for marijuana include:

Astro turf	Dank	Hash	Smoke
Bang	Dope	Hemp	Tea
Bush	Ganja	Herb	Weed
Bomb	Grass	Mary Jane	
Chronic	Green	Reefer	

Routes of administration for marijuana are smoking or oral. Enter 9 for individuals reporting marijuana as their primary or secondary drug.

## ***Hallucinogens***

### ***PCP (10)***

PCP is a dissociative anesthetic, which can have varying effects. For example, PCP acts as a hallucinogen, stimulant, depressant, and anesthetic. Therefore, PCP is distinguished from other hallucinogens in CalOMS Tx in that it has a unique code: 10.

Street names for PCP include:

Ace	Dust	Lovely	Tac
Angel dust	Elephant	Monkey	Tic
Crystal	Embalming fluid	Ozone	Trank
Dead on arrival	Hog	Rocket fuel	Wack
DOA	Jet fue	Supergrass	

Routes of administration include: smoking (PCP is often added to marijuana joints or cigarettes), snorted, injected, or oral (swallow). For users reporting PCP as primary or secondary drug of abuse, enter 10.

### ***Other Hallucinogens (11)***

This code is designated for all other hallucinogens, such as lysergic acid diethylamide (LSD) and peyote. Brief descriptions of each of the other types of hallucinogens are in the following sections. Use 11 for those reporting any of the hallucinogens defined in the following sections then type the name of the reported hallucinogen in the primary and/or secondary drug name field.

### ***LSD (11)***

Street names for LSD include:

Acid	D	Paper acid	Ticket
Big D	Dose	Royal blue	Window pain
Blotter	Dot	Sid	
Blue heaven	L	Spots	
Cube	Microdot	Sunshine	

LSD is primarily ingested orally. Users place a “stamp,” which is a small square of blotter paper on which the LSD has been placed, on their tongue to absorb the LSD. Sometimes sugar cubes are used in a similar manner. Another route of administration for LSD, which is less common, is to place drops of LSD directly on the skin.

For individuals reporting LSD as their primary or secondary drug, use the other hallucinogens code (11) then specify LSD in the appropriate free-text field designated for other drug specification (primary drug name or secondary drug name).

### ***Peyote/Mescaline (11)***

Street names for peyote include:

Buttons	Dry whiskey	Mascal	Topi
Cactus	Green whiskey	Mescaline	Tops
Cactus buttons	Hikuri	Mescalito	
Chief	Mesc	Peyote	

Peyote is administered orally (brewed as a tea or eaten). For individuals reporting peyote or mescaline as their primary or secondary drug, enter 11 then specify “peyote” or “mescaline” in the appropriate free-text field designated for other drug specification (primary drug name or secondary drug name).

### ***Psilocybin Mushrooms (11)***

Street names for psilocybin mushrooms include:

Blue halo	Happy mushrooms	Shrooms
Food of the gods	Magic mushrooms	
Funny mushrooms	Sacred mushrooms	

Routes of administration are oral (eaten, brewed in tea, or pill form) and smoking (dried and smoked with tobacco or marijuana).

For individuals reporting mushrooms as their primary or secondary drug, use the other hallucinogens code (11) then specify psilocybin mushrooms in the appropriate free-text field designated for other drug specification (primary drug name or secondary drug name)

### ***Additional Hallucinogens (11)***

In addition to LSD, Peyote/Mescaline, and psilocybin mushrooms, the other hallucinogens category includes hallucinogens found in plants such as salvinorin A and atropine. These hallucinogens can be found in deadly nightshade, jimson weed, mandrake, or henbane. Another hallucinogen found in morning glories is LSA, which is similar to LSD.



Another hallucinogen is dimethoxytryptamine (DMT). DMT is a short-acting hallucinogen and can be smoked or injected. Some street names for DMT are DMT or Dimitri. Another hallucinogen not contained in plants is 2,5-dimethoxy-4-methylamphetamine (DOM).

Use the other hallucinogens code (11) then specify whichever of these drugs applies in the appropriate free-text field designated for other drug specification (primary drug name or secondary drug name).

## ***Tranquilizers***

### ***Benzodiazepines (12)***

This category of drugs includes drugs with effects similar to barbiturates. Benzodiazepines are prescribed to prevent seizures, relax muscles, or for sedation.

Some benzodiazepines include:

Ativan (lorzepam)	Lorazepam (generic Ativan)	ProSom (estazolam)
Barr (diazepam)	Mogadon (nitrazepam)	Restoril (temazepam)
Centrax (prazepam)	Mylan (diazepam)	Serax (oxazepam)
Dalmane (flurazepam)	Novoflupam	Somnol (flurazepam)
Doral (quazepam)	(flurazepam)	Tranxene (chlorazepate)
Halcion (triazolam)	Novopoxide	Valium (diazepam)
Klonopin (diazepam)	(chloriazepoxide)	Versed (midazolam)
Librium	Paxipam (halazepam)	Vivol (diazepam)
(chlordiazepoxide)		Xanax (alprazolam)

Street names for these types of tranquilizers include:

Candy  
 Downers  
 Sleeping pills  
 Tranks  
 V's

The routes of administration are oral and injection. Enter 12 for persons reporting these drugs as their primary or secondary drug then specify the name of the tranquilizer in the appropriate free-text field designated for other drug specification (primary drug name or secondary drug name).

## ***Other Tranquilizers (13)***

Other tranquilizers include Ambien (zolpidem), Librax (chlordiazepoxide and clidinium bromide), and Sonata (zalepon). Street names for this category include: candy, downers, or tranks.

Routes of administration are oral and injection. Use the other tranquilizers (13) code for individuals who report drugs in this category as their primary or secondary drug then specify the name of the tranquilizer (non-benzodiazepine) in the appropriate free-text field designated for other drug specification (primary drug name or secondary drug name).

## ***Narcotics/Opiates and Opioids/Synthetics***

### ***Heroin (1)***

Heroin is a derivative of morphine and varies in form and consistency from white powder (pure heroin) to other colors due to additives. In addition, there is black tar heroin, which is black or brown, thick, and sticky.

Street names for heroin include:

Antifreeze	Brown heroin	Garbage	Rufus
Big daddy	Brown sugar	Gum	Scag
Big H	China	H	Smack
Black tar	China man	Him	Stuff
Boy	Crap	Horse	White stuff
Brown	Dyno	Junk	Tar

Routes of administration include injection, smoking, or snorting. For individuals reporting heroin as their primary or secondary drug, enter 1.

### ***Non-Prescription Methadone (14)***

Use this code for individuals who report non-prescription methadone use as their primary or secondary drug problem. This category includes Dolphine and other forms of methadone.

### ***Oxycodone/OxyContin (15)***

Oxycodone is a prescription narcotic twice as potent as morphine. Oxycodone is often used illicitly as a substitute for heroin. There are a number of prescription forms of oxycodone including OxyContin, Percocet (acetaminophen and oxycodone), Percodan, and Tylox.



Street names for oxycodone include:

40	Hillbilly heroin
80	Kisker
Blue	OC's

Routes of administration for oxycodone/OxyContin are oral, snorting, or injection. For individuals reporting oxycodone/OxyContin as their primary or secondary drug, enter 15.

### ***Other Narcotics/Opiates or Opioids/Synthetics (16)***

This category should be used to report all other narcotics/opiates or synthetics/opioids not included in the previously defined narcotic/opiate categories. Drugs included in this category are:

Actiq (fentanyl citrate)	Dilaudid	Talacen (pentazocine & acetaminophen)
Alfenta (alfentanil)	(hydromorphone)	Talwin (pentazocine)
Codeine	Hydrocodone	Tussionex
Darvocet	Lorcet (hydrocodone)	(chlorpehniramine & hydrocodone)
(propoxyphene, napsylate, & acitominophen)	Lortab (hydrocodone)	Wildnil (Carfentanil)
Darvon (propoxyphene)	Oramorph (Morphine)	Wyeth (synalgos dc)
Demerol (meperidine)	Sufenta (sufentanil)	
	Tramadol hydrochloride	

Routes of administration for drugs in this category include: oral, smoking, snorting, and injection. For individuals reporting one of the above listed drugs as their primary or secondary drug, enter 16 then specify the name of the opiate/narcotic or opioid/synthetic in the appropriate primary/secondary drug name field.

### ***Inhalants (17)***

Commonly abused inhalants include:

Air freshener	Butyl nitrate	Hair spray	Paint thinner
Airplane glue	Correction fluid	Isobutyl nitrate	PVC cement
Amyl nitrate	Cleaning fluid	Lighter fluid	Rubber cement
Analgesic sprays	Degreaser	Nail polish remover	Spot remover
Butane fuels	Deodorant	Nitrous oxide	Spray paint
	Gasoline		Wax remover

Street names for inhalants include:

Air blast	Buzz bomb	Kick	Quicksilver
Ames	Climax	Laughing gas	Rush
Amys	Discorama	Medusa	Snappers
Aroma of men	Hardware	Moon gas	Thrust
Bagging	Hippie crack	Oz	Whippets
Bolt	Honey oil	Pearls	Whiteout
Boppers	Huff	Poppers	

The only route of administration for inhalants is inhalation. For individuals reporting inhalants as their primary or secondary drug, enter 17 then specify the name of the inhalant in the appropriate free-text primary/secondary drug name field. If 17 is entered for inhalants, then 3 (inhalation) must be entered in the corresponding route of administration field. If 17 is entered for primary or secondary drug and 3 is not entered in the corresponding route of administration field an error will occur and the record will be rejected.

### ***Over-the Counter (18)***

This category speaks to non-prescription drugs that are used in a manner other than as directed. Included in this category is dextromethorphan (DXM). DXM is a cough suppressant found in a number of over-the-counter cold medications such as cough syrups, tablets, and throat lozenges, and more recently in powder form, which is sold over the internet.

Street names for DXM include:

C-C-C	Orange crush	Rojo
DXM	Red devils	Skittles
Dex	Robo	Triple C's

Routes of administration include oral, snorting, or injection. For individuals reporting DXM or other over-the-counter drugs as their primary or secondary drug, enter 18 then specify the name of the drug in the appropriate free-text primary/secondary drug name field.

### ***Club Drugs***

#### ***Ecstasy/3,4-Methylenedioxymethamphetamine (MDMA) (19)***

This category includes drugs containing MDMA. Because MDMA is both a stimulant and hallucinogen it is often referred to as a “designer drug” or “club drug.”

Street names for MDMA include:

Adam	Clarity	Essence	Scooby snacks
Batmans	Crystal	Eve	Wafers
Bean	Debs	Go	X
Bibs	Decadence	Happy pill	XTC
Blue kisses	Drivers	Hug drug	
Blue nile	E	Kleenex	
Charity	Ecstasy	Lover's speed	

Routes of administration for ecstasy include oral and snorting. For individuals reporting MDMA as their primary or secondary drug, enter 19.

It is likely some MDMA users have secondary drugs of abuse. This is because ecstasy is often used in combination with other drugs. In the event an individual reports use of MDMA with another drug, enter 19 for the primary drug and the appropriate code for the other drug used in combination with ecstasy for the secondary drug.

For example, if one reports use of MDMA with LSD (candy flipping), enter 19 in the primary drug field and 11 in the secondary drug field, then specify LSD in the secondary drug name field. This will enable identification of trends and determination of the extent to which MDMA is abused with other drugs and which drugs MDMA is most often used in combination with.

There are a number of terms for use of MDMA with some other drug, depending on the drug(s) used simultaneously with MDMA:

- P&P (party and play), which refers to use of meth, Viagra, and MDMA;
- Sextasy, which is use of Viagra and MDMA;
- Candy flipping or troll, which refer to use of MDMA and LSD;
- Super X, which is use of meth and MDMA;
- Bumping up, which is use of cocaine and MDMA;
- Elephant flipping, which is PCP used with MDMA;
- Flower flipping or hippie flipping, which refer to use of mushrooms with MDMA;
- Kitty flipping, which is use of MDMA and ketamine.

### ***Other Club Drugs (20)***

This category includes other drugs that may be associated with raves or underground parties and which have unique physiological effects. Drugs often categorized as club drugs are gamma-hydroxybutyrate (GHB) and its analogs, Ketamine, and Rohypnol. For individuals reporting these as their primary or secondary drug use the “other club drugs” code (20) then specify the name of the club drug in the appropriate free-text primary/secondary drug name field.

## ***GHB & GHB Analogs (20)***

One drug falling under the other club drugs category is GHB, a synthetic depressant. GHB is available on the internet along with GHB analogs such as gamma-butyrolactone (GBL) and 1,4-butanediol (BD).

Street names for GHB include:

G	Grievous bodily harm
Georgia home boy	Liquid X
Goop	Vita-G

The route of administration for GHB is oral.

## ***Ketamine (20)***

Ketamine is categorized as a dissociative anesthetic due to the feeling of detachment from the surrounding environment users feel. Ketamine is legal in the United States as it is used for veterinary medicine. Some of the brand names for ketamine include:

Ketalar (human use)	Vetamine (veterinary)
Ketaved (veterinary)	Vetalar (veterinary)
Ketaset (veterinary)	

Street names for ketamine include:

Animal tranquilizers	Ket	Super K
Cat valium	Kit kat	Vitamin K
K	Special K	

Routes of administration for ketamine include: orally (pill or liquid), snorting, or injection.

## ***Rohypnol (20)***

Rohypnol (flunitrazepam hydrochloride) is another drug categorized as a club drug. Though rohypnol is a powerful benzodiazepine, it is most commonly categorized as a club drug because it is reportedly ten times more potent than Valium and is illegal in the United States. Routes of administration include: oral, snorting, or injection.



Street names for rohypnol include:

Circles	Pingus		Rope
Forget me drug	R-2	Roach-2	Rophies
Forget me pill	Reynolds	Rpapias	Row-shay
La rocha	Rib	Robutal	Ruffles
Mexican valium		Roofies	Wolfies

### **Unknown (99901)**

*This value is included for use in administrative discharge records ONLY.* This value is only allowable for primary drug at discharge, when the discharge is an administrative discharge (discharge status = 4, 6, 7, or 8). This is **not** an allowable value for secondary drug at any data collection point. Use of 99901 under any other circumstances will result in rejection of the record.

### **Other (99903)**

This category is intended to help capture and identify emerging drugs. When a program participant reports a drug not identified in any of the previous drug categories enter 99903 for “other” then type the drug name in the primary/secondary drug name field (ADU-1b).

## **6.17.2 Primary Drug Name (ADU-1b)**

As mentioned in Section 6.17.1, this is a free-text field designated for entering the name of an individual’s primary or secondary drug when certain drug codes have been entered for primary/secondary drug name. This field must contain a drug name (up to 50 characters in length) when the following codes are entered in the primary or secondary drug code fields: 3, 4, 6, 7, 11, 12, 13, 16, 17, 18, 20, or 99903. Refer to Section 6.17.1 for a list of primary drug codes.

In addition, some clients report to treatment due to criminal drug possession/sales charges, but state they do not have a primary or secondary drug problem. If such is the case, enter 99903 in the primary drug code field and type in “charged with possession of (drug name)” or “charged with selling (drug name).”

Please note this field is NOT to be used to enter such values as 99901, none, or unknown for admissions. The extent to which this occurs will be monitored on an ongoing basis. This field is intended to capture emerging drug trends, specific drug names, and the extent to which persons charged with possession/selling drugs enter programs though they do not report using alcohol or other drugs.

### 6.17.3 Primary Drug Frequency (ADU-2)

*Ask: How many days in the past 30 days have you used your primary drug of abuse?*

Once the drug code and, if applicable, drug name have been collected, the frequency of use information must be collected. This field fulfills required federal reporting requirements.. At admission, each client must be asked how many days in the 30 days prior to the admission date s/he used the primary drug. The valid value for this field is a number from 0 to 30.

A specific number of days must be entered in this field. Incomplete entries, use of any of the five-digit alternative values, or blanks will result in an error and the record will be rejected.

**Note:** *Primary drug use must be reported accurately 30 days prior to entering treatment. If the client has been in a controlled environment such as jail or a residential facility 30 before entering treatment and reports no drug use in those 30 days then 0 (zero) must be reported.*

### 6.17.4 Primary Drug Route of Administration (ADU-3)

*Ask: What usual route of administration do you use most often for your primary drug of abuse?*

This field fulfills TEDS reporting requirements. In addition, this data can be helpful in demonstrate changes in harmful behaviors, such as intravenous drug use. It is important to ensure the route of administration entered is consistent with the drug reported, as errors may result if the route of administration is inconsistent with the drug code/drug name entered.

For example, if 17 (inhalants) is entered in the primary drug code field and nitrous oxide is reported in the primary drug name field, then 3 (inhalation) must be entered in the route of administration field. If, for example, 2 (smoking) were entered for the route of administration when nitrous oxide has been entered for the primary drug, then an error would occur and the record would be rejected.

Similarly, if the primary drug is alcohol and the route of administration is not oral an error will occur and the record will be rejected. It should be noted that such inconsistencies with other types of drugs may not always result in an error; however, to ensure data quality, providers, counselors, etc. should ensure reported route of administration is consistent with the reported drug used. Refer to Section 6.17.1 for information on the routes of administration used with each type of drug.



There are six valid values for route of administration:

- 1 – Oral
- 2 – Smoking
- 3 – Inhalation
- 4 – Injection (IV or intramuscular)
- 99902** – None or not applicable. This is only allowable for primary drug at discharge, when primary drug code is 0 (none). This is allowable at both admission and discharge when secondary drug code is 0 (none). When 99902 is entered primary/secondary drug code must be 0 (none).
- 99903** – Other

Use of any five-digit alternative values other than 99902 or 99903 or use of any other codes not included in the list above will result in an error and the record will be rejected.

## 6.17.5 Primary Drug Age of First Use (ADU-4)

Ask: *At what age did you first use your primary drug of abuse?*

This element fulfills the TEDS reporting requirements to report on the age at which the primary and secondary drugs were first used. Ask program participants the age at which they first used/recall first using the primary drug reported and enter the two-digit code for the reported age.

The valid values for this field are:

- **An age from 5 to 105.** This is checked against the date of birth field to ensure accuracy. So, if a number inconsistent with the date of birth provided is entered an error will occur and the record will be rejected.
- **99904** – Client unable to answer. This is only an allowable value if the Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally disabled). If 99904 is entered in this field under any other circumstances an error will occur and the record will be rejected.

## 6.17.6 Secondary Drug Code (ADU-5a)

Ask: *What is your secondary alcohol or other drug problem?*

Information on SUD use is required for TEDS reporting. The same rules, fields, and codes defined in Sections 6.17.1 through 6.17.5 apply to the secondary drug use fields (Sections 6.17.6 through 6.17.10). There are two exceptions to this: 1) Contrary to primary drug use, 0 (none) can be entered for “secondary drug code” at admission in the event an individual

does not have a secondary drug problem; and 2) 99901 (Unknown) is not an allowable value for secondary drug code at any data collection point.

Refer to CalOMS Tx Data Dictionary for additional validation rules.

### **6.17.7 Secondary Drug Name (ADU-5b)**

Refer to Section 6.17.2 for rules and valid values.

### **6.17.8 Secondary Drug Frequency (ADU-6)**

*Ask: How many days in the past 30 days have you used your secondary drug of abuse?*

Refer to Section 6.17.3 for rules and valid values.

### **6.17.9 Secondary Drug Route of Administration (ADU-7)**

*Ask: What usual route of administration do you use most often for your secondary drug of abuse?*

Refer to Section 6.17.4 for rules and valid values.

### **6.17.10 Secondary Drug Age of First Use (ADU-8)**

*Ask: At what age did you first use your secondary drug of abuse?*

Refer to Section 6.17.5 for rules and valid values.

### **6.17.11 Alcohol Use Frequency (ADU-9)**

*Ask: How many days in the past 30 days have you used alcohol?*

In addition to reporting information about primary and secondary drugs, data specific to alcohol use in addition to primary/secondary drug use is required. This is necessary to ensure information about alcohol use is collected on all persons entering treatment in order to measure the extent to which alcohol is used in addition to their primary/secondary drug problem.

For example, if an individual indicated his/her primary drug was heroin and his/her secondary drug was marijuana, there is not a mechanism for determining whether this individual uses alcohol in addition to these. Therefore, when a situation like this occurs, enter 1 in the primary drug field for heroin and enter 9 in the secondary drug field for

marijuana. Then, ask the individual how many days in the past 30 days they have used alcohol and report the number provided in this field. When asking this question, clarify that the number of days provided should reflect alcohol use during the 30 days prior to the date the question is being asked. If the participant's primary or secondary drug problem is alcohol, enter 99902.

The valid values for this field are:

- **A number from 0 to 30**
- **99902** – Not applicable. This is to be used if the individual reported alcohol for primary or secondary drug.

Incomplete, invalid, blank entries, or entering any five-digit alternative value other than 99902 will result in an error and the record will be rejected.

## 6.17.12 Needle Use Last 30 Days (ADU-10)

*Ask: How many days have you used needles to inject drugs in the past 30 days?*

Included in the CalOMS Tax data set are questions pertaining to needle use (intravenous or intramuscular) use. One example is primary/secondary drug route of administration, which facilitates tracking the number of individuals that primarily use injection as a route of administration. This information is necessary to enable DHCS to measure the frequency with which needle use occurs. However, this data need is not adequately addressed simply by asking each individual admitted what the usual route of administration for their primary and secondary drug use is because the question implies the method most often used.

Therefore, a person who primarily smokes heroin, for example, would likely respond his/her usual route of administration is smoking because the question "what route of administration do you most often use..." implies the most frequently used method. However, it is possible the same individual also uses injection to administer heroin or other drugs. For this reason counties and providers are required to specifically ask each person seeking SUD services how often s/he used needles to inject drugs in the past 30 days.

In addition to fulfilling MTOQ requirements, this element can also help meet federal NOM reporting requirements. One of the NOM requirements is to demonstrate changes in harmful behavior, such as needle use. Further, needle use information is necessary for prioritization purposes.

The Substance Abuse Prevention and Treatment (SAPT) block grant via 45 CFR 96 requires the following method of prioritization for entry into treatment:

1. Pregnant needle users
2. Pregnant women
3. Needle users
4. All others

Collecting data on needle use enables DHCS to ensure individuals seeking SUD services are prioritized according to SAPT rules. In addition, collecting information about needle use enables measurement of exposure to communicable diseases.

The valid values for this field are:

- **A number from 0 to 30**
- **99900** – Declined to state
- **99904** – Unable to answer. This is only an allowable value if the type of service field contains 3, 4, or 5 or the disability field contains 7. If 99904 is entered in this field under any other circumstances an error will occur and the record will be rejected.

### 6.17.13 Needle Use in the Last Twelve Months (ADU-11)

*Ask: Have you used needles to inject drugs in the past twelve months?*

This data element helps capture a broader range of needle users than do the route of administration or needle use past 30 days fields. The route of administration field speaks only to the most frequently used method of administration for an individual's primary and secondary drug use. Thus, if a person primarily smokes heroin, for example, s/he would likely respond his/her usual route of administration is smoking. However, it is possible the same individual also uses injection as an administration route.

Similarly, the needle use in the past 30 days field only captures those persons who used needles to administer drugs in the 30 days prior to the admission date. However, it is possible an individual did not use needles in that timeframe, but used needles to administer drugs within the 12 months prior to his/her entry into treatment. For these reasons counties and providers are required to specifically ask each person seeking SUD services how often they injected drugs in the past twelve months.

Further, needle use information is necessary for prioritization purposes. The SAPT block grant via 45 CFR 96 specifies specific prioritization requirements for entry into treatment programs. Refer to Section 6.17.12 for these prioritization requirements.

Collecting data on needle use enables DHCS to ensure individuals seeking SUD services are prioritized according to SAPT rules. In addition, collecting information about needle use

enables measurement of exposure to communicable diseases. There are three valid values for use of needles in the past twelve months are:

**1** – Yes

**0** – No

**99904** – Client unable to answer. If this code is used, Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally disabled). Use of this code when type of service is not detoxification or when the disability is not developmentally disabled will result in rejection of the record.

## 6.18 Employment/Education Life Domain

Changes in the employment/education life domain can be determined by collecting employment and education related information about each individual, such as whether they are in the labor force. The information collected via the elements described in the following sections is valuable for helping DHCS, counties, and providers evaluate whether treatment services provided positively influence those receiving them. The sections that follow describe each of the elements of the employment/education life domain and provide instructions for data collection on each of the employment/education data elements.

### 6.18.1 Employment Status (EMP-1)

Ask: *What is your current employment status?*

This information is valuable in helping DHCS, counties, and providers evaluate whether treatment services provided positively influenced individuals. Asking about employment status at admission and discharge enables measurement of change in employment status between admission and discharge. For example, if a person was unemployed at admission and had become employed by his/her discharge date, one could infer treatment was a factor positively influencing this individual's employment life domain.

There are five valid values for employment status in CalOMS Tx:

- 1 Employed full-time (35 or more hours per week).** The client is legally employed; includes those who are self-employed and active members of the armed services. This individual regularly works 35 or more hours per week. This should not include individuals who report volunteering for this many hours or more per week.
- 2 Employed part-time (fewer than 35 hours per week).** The client is legally employed; includes those who are self-employed and regularly works up to 35 hours per week. This should not include individuals reporting they volunteer this many hours per week.

- 3 Unemployed, looking for work.** The client is not employed and has been actively seeking employment in the past 30 days. This includes those who are on temporary layoff and those who are waiting the starting date of a new job. A person must be available for work in order to be considered unemployed, but looking for work.
- 4 Unemployed, not in the labor force (not seeking work).** The client is not employed and has not been seeking work in the last 30 days. This should be used for individuals who report they were previously employed but are not currently employed and are not looking for employment. Examples include students, homemakers, retirees or individuals injured on the job.. This category may also include individuals who were previously employed and may work as a volunteer, but are not employed part time or full time.
- 5 Not in the labor force, not seeking (not previously employed, not seeking).** This category includes clients who are unemployable and are not considered part of the labor force. This includes those who do not work due to a disability.

One of the valid values listed above must be entered. Incomplete, invalid, or blank entries in this field will result in an error and the record will be rejected. In addition, this field relates to the date of birth field. This means if an individual is 14 years of age or younger, the employment status cannot be 1. Use of 1 in this field for persons aged 14 or younger will result in an error and the record will be rejected.

## 6.18.2 Days Paid for Working in Last 30 Days (EMP-2)

Ask: *How many days were you paid for working in the past 30 days?*

This provides further information on changes in employment between admission and discharge. With the employment status field changes in a person's employment status can be identified. This field, however, can enable identification of changes in employment behavior. For example, this will enable DHCS, counties, and providers to see changes in an individual's work habits, such as whether the individual got paid for more work days at discharge than at admission.

The allowable values for this field are:

- **A number from 0 to 30.**
- **99900** – Declined to state
- **99904** – Client unable to answer. If this code is used Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally disabled). Use of this code when type of service is not detoxification or when the disability is not developmentally disabled will result in rejection of the record.

### 6.18.3 Enrolled in School (EMP-3)

Ask: *Are you currently enrolled in school?*

Information collected in this field will enable DHCS, counties, and providers to identify whether treatment positively impacts the employment/education life domain. For example, we will be able to see if an individual was not enrolled in school at admission and became enrolled in school by the time of discharge. Such information suggests that treatment positively impacted this individual's life by motivating or enabling him/her to return to school.

Examples of individuals for whom “yes” should be reported would be individuals enrolled in classes to obtain a high school diploma or high school equivalency diploma, or individuals taking college courses, whether to obtain a degree or not. There are four allowable values for enrollment in school:

**1** – Yes

**0** – No

**99900** – Client declined to state

**99904** – Client unable to answer. If this code is used Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally disabled). Use of this code when type of service is not detoxification or when the disability is not developmentally disabled will result in rejection of the record.

### 6.18.4 Enrolled in Job Training (EMP-4)

Ask: *Are you currently enrolled in a job training program?*

Information collected in this field will enable DHCS, counties, and providers to identify whether treatment positively impacts the employment/education life domain. For example, we will be able to see if an individual was not enrolled in job training at admission and became enrolled in job training by the time of discharge. Such information suggests that treatment positively impacted this individual's life by motivating or enabling him/her to develop his/her skills for a particular field of work by becoming enrolled in a job training program.

Examples of individuals for whom a “yes” should be reported would be individuals who report they are participating in an internship, attending vocational schools or who are enrolled in vocational programs such as Job Core, or individuals attending some sort of trade school, such as a school that specializes in training people on a specific skill; e.g. bookkeeping or dental hygiene, etc.

There are four allowable values for this field:

**1** – Yes

**0** – No

**99900** – Client declined to state

**99904** – Client unable to answer. If this code is used, Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally disabled). Use of this code when type of service is not detoxification or when the disability is not developmentally disabled will result in rejection of the record.

## 6.18.5 Highest School Grade Completed (EMP-5)

Ask: *What is the highest school grade you completed?*

Information collected in this field will enable DHCS, counties, and providers to identify the education levels of individuals seeking treatment. Such information, in turn, could be used to help identify client needs and can be used to improve service delivery.

There are four allowable values for highest grade completed:

- **A number from 0 to 30.** For individuals that report they have a GED or other high school equivalency, enter 12, to indicate the equivalent of 12 years of education.
- **99900** – Client declined to state
- **99904** – Client unable to answer. If this code is used, Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally disabled). Use of this code when type of service is not detoxification or when the disability is not developmentally disabled will result in rejection of the record.

## 6.19 Legal/Criminal Justice Life Domain

Changes in the legal/criminal justice life domain can be determined by collecting employment and education-related information about each individual, such as whether an individual's number of arrests decreases between admission and discharge. The sections that follow describe each of the elements of the legal/criminal justice life domain and provide instructions for data collection on each of these elements.



## 6.19.1 Criminal Justice Status (LEG-1)

Ask: *What is your criminal justice status?*

Data collection on criminal justice status is necessary to fulfill state reporting requirements. This provides information about the clients served through the SUD system of care and can be valuable in determining needs and improving service delivery. There are eight valid values for this data field:

- 1 – No criminal justice involvement
- 2 – Under parole supervision by California Department of Corrections and Rehabilitation (CDCR)
- 3 – On parole from other jurisdiction
- 4 – Post-release community supervision (AB109) or on probation from any federal, state, or local jurisdiction
- 5 – Admitted under other diversion from any court under California Penal Code, Section 1000
- 6 – Incarcerated
- 7 – Awaiting trial, charges, or sentencing
- 99904** – Client unable to answer. If this code is used type of service must be detoxification (field must contain 3, 4, or 5) or disability must be developmentally disabled (field must contain 7). Use of this code when type of service is not detoxification or when the disability is not developmentally disabled will result in rejection of the record.

## 6.19.2 California Department of Corrections and Rehabilitation (CDCR) Number (LEG-2)

Ask: *What is your CDCR number?*

The State has a number of data collection requirements to fulfill in relation to data on SUD service recipients' involvement with criminal justice systems. One of these requirements is collection of each individual's CDCR number, if applicable, at admission. There are five allowable values for this field:

- **A valid six-character string of *capital* alpha (A-Z) and numeric (0-9) CDCR characters**
- **99900** – Declined to state
- **99901** – Not sure/don't know
- **99902** – None or not applicable
- **99904** – Client unable to answer. If this code is used type of service must be detoxification (field must contain 3, 4, or 5) or disability must be developmentally disabled (field must contain 7). Use of this code when type of service is not detoxification or when the disability is not developmentally disabled will result in rejection of the record.

Incomplete, invalid, or blank entries in this field will result in an error and the record will be rejected.

This field relates to the Parolee Services Network (PSN) and Female Offender Treatment Program (FOTP) fields. If 1 (yes) was reported in the PSN field, then this field must contain a CDCR number. If 1 is entered in the PSN field and no CDCR number is provided in this field an error will occur and the record will be rejected. The same edit occurs in the FOTP field. If 1 is entered in the FOTP field and no CDCR number is provided in this field, an error will occur and the record will be rejected.

In addition, this field relates to the date of birth field to ensure persons less than 18 years of age are not reported as having CDCR numbers. If a CDCR number is reported and the individual the CDCR number is reported for is not at least 18 years of age, an error will occur and the record will be rejected.

### 6.19.3 Number of Arrests Last 30 Days (LEG-3)

*Ask: How many times have you been arrested in the past 30 days?*

This information is valuable in that it enables DHCS, counties, and providers to determine the extent to which treatment influences individuals in the criminal justice life domain. For example, if an individual had ten arrests at admission and had zero arrests at discharge, it would demonstrate treatment may have had a positive impact on the individual by reducing the number of arrests s/he had.

The allowable values for reporting the number of arrests in the past thirty days are:

- **A number from 0 to 30 is allowed.**
- **99904** – Client unable to answer. This is only allowable if the type of service field contains 3, 4, or 5 (detoxification), or if the disability field contains 7 (developmentally disabled). Use of this code under any other circumstances will result in an error and the record will be rejected.

### 6.19.4 Number of Jail Days Last 30 Days (LEG-4)

*Ask: How many days in the past 30 days were you in jail?*

This information enables DHCS, counties, and providers to determine the extent to which treatment influences individuals in the criminal justice life domain. This can also provide information about clients entering treatment and can thus be useful for identifying treatment needs.

The allowable values for reporting the number of jail days in the past 30 days are:

- **A number from 0 to 30 is allowed.**
- **99904** – Client unable to answer. This is only allowable if the type of service field contains 3, 4, or 5 (detoxification), or if the disability field contains 7 (developmentally disabled). Use of this code under any other circumstances will result in an error and the record will be rejected.

## 6.19.5 Number of Prison Days Last 30 Days (LEG-5)

Ask: *How many days has the client been in prison in the past 30 days?*

This information enables DHCS, counties, and providers to determine the extent to which treatment influences individuals in the criminal justice life domain. This can also provide information about clients entering treatment and can thus be useful for identifying treatment needs.

The allowable values for reporting the number of prison days in the past thirty days are:

- **A number from 0 to 30 is allowed.**
- **99904** – Client unable to answer. The 'Client unable to answer' (99904) value is only allowed if Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally disabled).

## 6.19.6 Parolee Services Network (PSN) (LEG-6)

Ask: *Are you a parolee in the PSN program?*

Counties and providers are required to report all individuals entering treatment through the PSN. This is state-required information and is necessary for tracking and reporting on the number of PSN parolees in SUD treatment. The counties which have PSN services are Alameda, Contra Costa, Fresno, Kern, Los Angeles, Marin, Napa, Orange, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma.

There are three valid values for PSN:

**1** – Yes

**0** – No

**99904** – Client unable to answer. If this code is used, type of service must be detoxification (field must contain 3, 4, or 5) or disability must be developmentally disabled (field must contain 7). Use of this code when type of service is not detoxification or when the disability is not developmentally disabled will result in rejection of the record.

Only the above listed codes are allowable entries for this field; incomplete, invalid, or blank entries will cause the record to be rejected. This field also relates to the CDCR number field. If 1 is entered in this field, the CDCR number field must contain a valid CDCR number. If the CDCR number field does not contain a valid CDCR number and a 1 has been entered in the PSN field an error will occur and the record will be rejected.

## 6.19.7 Female Offender Treatment Program (FOTP) Parolee (LEG-7)

*Ask: Are you a parolee in the Female Offender Treatment Program (FOTP)?*

Counties and providers are required to collect data on FOTP parolees by asking each individual whether they are in the FOTP. This is state-required information and is necessary for tracking and reporting the number of FOTP parolees in SUD treatment. The counties in which these services are provided are Los Angeles, Orange, Riverside, and San Bernardino.

There are three valid values for the FOTP field:

**1** – Yes

**0** – No

**99904** – Client unable to answer. If this code is used, type of service must be detoxification (field must contain 3, 4, or 5) or disability must be developmentally disabled (field must contain 7). Use of this code when type of service is not detoxification or when the disability is not developmentally disabled will result in rejection of the record.

Only the above listed codes are allowable entries for this field; incomplete, invalid, or blank entries will cause the record to be rejected. This field also relates to the CDCR number field. If 1 is entered in this field, the CDCR number field must contain a valid CDCR number. If the CDCR number field does not contain a valid CDCR number and a 1 has been entered in the FOTP field an error will occur and the record will be rejected.

In addition, this field relates to the gender field. If a 1 is entered in the FOTP parolee field, then the gender must be female. If 1 is entered in this field and the gender is “male” an error will occur and the record will be rejected. This field also relates to the FOTP priority status field; i.e. if the FOTP priority status is 1, 2, or 3, then the FOTP parolee field cannot be 0. If this occurs the record will be rejected.

## 6.19.8 Female Offender Treatment Program (FOTP) Parolee Priority Status (LEG-8)

Ask: *What is your FOTP priority status?*

Counties and providers are required to collect data on FOTP parolees by asking each individual whether they are in the FOTP.

There are five valid values for FOTP priority status:

- 1 – Completed “Forever Free” and released and enrolled in treatment program
- 2 – Any woman paroling from the California Institute for Women (CIW)
- 3 – Completed “Forever Free” and goes directly to FOTP facility
- 99902 – None or not applicable (use if individual answered “no” to FOTP parolee)
- 99904 – Client unable to answer. This is only allowable if the type of service field contains 3, 4, or 5, or if the disability field contains 7. Use of this code under any other circumstances will result in an error and the record will be rejected.

Only the above listed codes are allowable entries for this field; incomplete, invalid, or blank entries will cause the record to be rejected. This field relates to the FOTP parolee field; i.e. if 0 is entered in the FOTP parolee field, 1, 2, or 3 cannot be entered in this field. If this occurs the record will be rejected. If one of the three FOTP priority status codes is entered in this field, then the gender must be female, otherwise an error will occur and the record will be rejected. If one of the three FOTP priority status codes is entered, there must also be a valid CDCR number in the CDCR number field or the record will be rejected.

## 6.20 Medical/Physical Health Life Domain

Changes in the medical/physical health life domain can be determined by collecting medical and physical health related information about each individual, such as whether an individual had physical health problems prior to or during treatment. The sections that follow describe each of the elements of the medical/physical health life domain and provide instructions for data collection on each of these elements.

### 6.20.1 Medi-Cal Beneficiary (MED-1)

Ask: *Are you a Medi-Cal beneficiary?*

This field provides information on the number of Medi-Cal beneficiaries seeking SUD services. The allowable values for this field are:

1 – Yes

0 – No

**99904** – Client unable to answer. This is only allowable if the type of service field contains 3, 4, or 5, or if the disability field contains 7. Use of this code under any other circumstances will result in an error and the record will be rejected.

Only the codes listed above are allowable entries for this field; incomplete, invalid, or blank entries will cause the record to be rejected.

## 6.20.2 Emergency Room Last 30 Days (MED-2)

*Ask: How many times have you visited an emergency room in the past 30 days for physical health problems?*

This field meets MTOQ requirements and can provide information to help fill NOM reporting requirements. As an MTOQ this information enables DHCS, counties, and providers to determine the impact of treatment on individuals in their medical life domain. For NOM reporting requirements, this information can help DHCS demonstrate the extent to which treatment reduces harmful behavior.

For example, a reduction in emergency room visits between admission and discharge would indicate individuals may not participate in harmful behaviors that could result in physical injuries or health problems as often, if at all.

The allowable values for this field are:

- **A number from 0 to 99.**
- **99904** – Client unable to answer. This is only allowable if the type of service field contains 3, 4, or 5 (detoxification), or if the disability field contains 7 (developmentally disabled). Use of this code under any other circumstances will result in an error and the record will be rejected.

## 6.20.3 Hospital Overnight Stay Last 30 Days (MED-3)

*Ask: How many days have you stayed overnight in a hospital in the last 30 days for physical health problems?*

This field meets MTOQ requirements and can provide information to help fill NOM reporting requirements. As an MTOQ this information enables DHCS, counties, and providers to determine the impact of treatment on individuals in their medical life domain.

For NOM reporting requirements, this information can help DHCS demonstrate the extent to which treatment reduces harmful behavior. For example, a reduction in hospital stays between admission and discharge would indicate individuals may not participate in harmful behaviors that could result in physical injuries or health problems as often, if at all.

The allowable values for this field are:

- **A number from 0 to 30.**
- **99904** – Client unable to answer. This is only allowable if the type of service field contains 3, 4, or 5, or if the disability field contains 7. Use of this code under any other circumstances will result in an error and the record will be rejected.

## 6.20.4 Medical Problems Last 30 Days (MED-4)

*Ask: How many days in the past 30 days have you experienced physical health problems?*

This field meets MTOQ requirements and informs about the impact of treatment on individuals in their medical life domain. For example, a reduction in medical problems between admission and discharge could indicate that individuals become more health conscious, or that their health is improving because they are no longer abusing alcohol and other drugs. In contrast, an increase in medical problems could be indicative that as a result of treatment, service recipients become more aware of medical problems of which they were unaware while using alcohol and other drugs.

The allowable values for this field are:

- **A number from 0 to 30.** Enter the number of days the individual reported s/he had physical health problems in the thirty days prior to the date the question is being asked.
- **99904 – Client unable to answer.** This is only allowable if the type of service field contains 3, 4, or 5, (a detox service) or if the disability field (CID-18) included 7 (developmentally disabled). Use of this code under any other circumstances will result in an error and the record will be rejected.

This field relates to the emergency room Last 30 Days (MED-2) field or Hospital Overnight Last 30 Days (MED-3) are greater than 0, then the Medical Problems Last 30 Days (MED-4) must contain a value greater than 0.

## 6.20.5 Pregnant at Admission (MED-5)/ Pregnant at Any Time During Treatment (MED-6)

If the client is not male, at admission, ask: *Are you pregnant?* If discharge or annual update, ask: *Were you pregnant at any time during treatment?*

This field meets state and federal reporting requirements. With this information DHCS, counties, and providers will be able to identify treatment needs and work toward improving service delivery accordingly. Further, the SAPT block grant requires that pregnant women receive priority for entry into treatment programs and collecting this information can be helpful in ensuring this population receives priority. Refer to Section 6.17.12 for the SAPT prioritization requirements for entry into treatment.

If the participant is pregnant at admission (MED-5), enter the appropriate value based on her response. If the participant is pregnant at annual update or discharge (MED-6), enter the appropriate value based on her response.

The allowable values for pregnancy are:

- 1 – Yes
- 0 – No
- 99901 – Not sure/don't know

Entry of any values other than those listed above, blank submissions for this field, or incomplete entries will result in an error and the record will be rejected. This field also relates to the gender field; if 1 is entered in this field the gender of the individual cannot be male. If the gender of the individual is male and 1 is entered in this field an error will occur and the record will be rejected.

## 6.20.6 Medication Prescribed as Part of Treatment (MED-7)

Data collection on medications prescribed as part of treatment is required for state and federal reporting. This information should be provided by the treatment provider and should be limited to the medication prescribed by the provider for the individual's treatment. For example, some have asked if they should use "other" when an individual reports prescriptions for schizophrenia. *This field is not intended to capture the individual's prescriptions for non-addiction treatment purposes, so providers should only report those medications prescribed by the provider for SUD treatment.* There are six allowable values for this field:

- 1 – None
- 2 – Methadone
- 3 – LAAM
- 4 – Buprenorphine (Subutex)
- 5 – Buprenorphine (Suboxone)
- 99903 – Other (only for medications prescribed for SUD treatment; e.g. Antabuse)

Entry of any values other than those listed above, blank submissions for this field, or incomplete entries will result in an error and the record will be rejected. In addition, this field



is checked against the Master Provider File (MPF). This is to ensure the services being reported are consistent with what the provider is certified or licensed to provide. For example, if a provider reports methadone in this field, but is not certified to provider methadone, the record will be rejected for inconsistency with the MPF. **Conversely, if a provider is licensed to provider methadone and the client is taking an opioid replacement medication, that medication must be reported using one of the values listed above.**

**Note:** Though LAAM is no longer manufactured, it is included on this list so that NTP admissions from past years can be submitted using this medication.

## 6.20.7 Communicable Diseases: Tuberculosis (MED-8)

*Ask: Have you been diagnosed with Tuberculosis?*

This field is an MTOQ requirement to obtain information about individuals entering treatment with communicable diseases. This information, in turn, enables identification of need and health risks among SUD service recipients.

The four allowable values for Tuberculosis are:

**1** – Yes

**0** – No

**99900** – Declined to state

**99904** – Client unable to answer. The 'Client unable to answer' (99904) value is only allowed if Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally disabled). Use of this code under any other circumstances will result in an error and the record will be rejected.

Entry of any values other than those listed above, blank submissions for this field, or incomplete entries will result in an error and the record will be rejected.

## 6.20.8 Communicable Diseases: Hepatitis C (MED-9)

*Ask: Have you been diagnosed with Hepatitis C?*

This field is an MTOQ requirement to obtain information about individuals entering treatment with communicable diseases. This information, in turn, enables identification of need and health risks among SUD service recipients.

There are four allowable values for diagnosis with Hepatitis C:

**1** – Yes

**0** – No

**99900** – Declined to state

**99904** – Client unable to answer. The 'Client unable to answer' (99904) value is only allowed if Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally disabled).. Use of this code under any other circumstances will result in an error and the record will be rejected.

Entry of any values other than those listed above, blank submissions for this field, or incomplete entries will result in an error and the record will be rejected.

## 6.20.9 Communicable Diseases: Sexually Transmitted Disease (STD) (MED-10)

*Ask: Have you been diagnosed with any sexually transmitted diseases?*

This field is an MTOQ requirement to obtain information about individuals entering treatment with communicable diseases. This information, in turn, enables identification of need and health risks among SUD service recipients. The four allowable values for STD are:

**1** – Yes

**0** – No

**99900** – Declined to state

**99904** – Client unable to answer. This is only allowable if the type of service field contains 3, 4, or 5, or if the disability field contains 7. Use of this code under any other circumstances will result in an error and the record will be rejected.

Entry of any values other than those listed above, blank submissions for this field, or incomplete entries will result in an error and the record will be rejected.

## 6.20.10 HIV Tested (MED-11)

Ask: *Have you been tested for HIV/AIDS?*

In addition to the communicable diseases fields, there are questions pertaining to HIV testing. It is important to note these questions do not violate privacy or confidentiality laws or regulations as test result information is neither asked for nor is it reported.

This is the first of the two HIV test-related questions and enables DHCS, counties, and providers to determine whether program participants get tested for HIV between admission and discharge. For example, if an individual had not been HIV tested at admission, but had been tested by discharge, it is possible treatment positively impacted him/her by raising awareness about health risks associated with alcohol and other drug use. Further, this provides an opportunity for intake personnel, counselors, etc. to explain the availability of HIV-related services through SUD programs.

The four valid values are:

**1** – Yes

**0** – No

**99900** – Declined to state

**99904** – Client unable to answer. The ‘Client unable to answer’ (99904) value is only allowed if Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally disabled). Use of this code under any other circumstances will result in an error and the record will be rejected.

Entry of any values other than those listed above, blank submissions for this field, or incomplete entries will result in an error and the record will be rejected.

## 6.20.11 HIV Test Results (MED-12)

Ask: *Did you receive the results of your HIV/AIDS test?*

In addition to the communicable diseases fields, there are questions pertaining to HIV testing. It is important to note these questions do not violate privacy or confidentiality laws or regulations as test result information is neither asked for nor is it reported.

As discussed in Section 6.20.10, asking participants if they have been tested for HIV/AIDS enables DHCS, counties, and providers to determine change in the individual’s concern with his/her risk of having contracted the HIV/AIDS virus. For example, if an individual had not been HIV tested at admission, but had been tested by discharge, it is possible treatment positively impacted him/her by raising awareness about health risks associated with alcohol and other drug use.

This second HIV test-related question provides further information by inquiring as to whether program participants obtained the HIV test results. This is necessary because often SUD service recipients are tested for HIV/AIDS but do not get the test results. This may be due to the length of time it takes for test results to come back. There is a rapid, oral HIV test, OraSure, which some counties are using for HIV testing.

Further, this field can provide valuable outcome information on all program participants that report they have been HIV tested. By asking this question at admission and again at discharge we can see changes in responses. For example, an individual may report s/he was tested at admission but had not received the results. This same individual when asked if s/he had the HIV test results at discharge may report s/he did receive the test results. The change between admission and discharge indicates that treatment may have raised the individual's level of interest in his/her health.

The four valid values for this field are:

**1** – Yes

**2** – No

**99900** – Declined to state

**99904** – Client unable to answer. This is only allowable if the type of service field contains 3, 4, or 5 (detoxification), or if the disability field contains 7 (developmentally disabled). Use of this code under any other circumstances will result in an error and the record will be rejected.

Entry of any values other than those listed above, blank submissions for this field, or incomplete entries will result in an error and the record will be rejected.

## 6.21 Mental Health Life Domain

The questions in this life domain will provide valuable information about individuals who have co-occurring disorders (COD). Specifically, these questions will help DHCS, counties, and providers identify COD-related needs in the state. Changes in the mental health life domain can be determined by collecting mental health-related information about each individual, such as whether an individual has been hospitalized for mental health-related problems prior to treatment. The sections that follow describe each of the elements of the mental health life domain and provide instructions for data collection on each of these elements.

## 6.21.1 Mental Illness Diagnosis (MHD-1)

Ask: *Have you ever been diagnosed with a mental illness?*

This field meets federal NOM reporting requirements, and state MTOQ reporting requirements. This field identifies whether the individual has ever been diagnosed with a mental illness.

There are three allowable values for mental illness diagnosis:

- 1 – Yes
- 0 – No
- 99901 – Not sure/don't know

Entry of any values other than those listed above, blank submissions for this field, or incomplete entries will result in an error and the record will be rejected.

## 6.21.2 Emergency Room Use/Mental Health (MHD-2)

Ask: *How many times in the past 30 days have you received outpatient emergency services for mental health needs?*

Collecting this information at admission and discharge provides valuable outcome information on SUD services. For example, this information will enable us to see whether use of such services has increased or decreased. The allowable values for emergency room visits for mental health are:

- **A number from 0 to 99.**
- **99904** – Client unable to answer. This is only allowable if the type of service field contains 3, 4, or 5, or if the disability field contains 7. Use of this code under any other circumstances will result in an error and the record will be rejected.

## 6.21.3 Psychiatric Facility Use (MHD-3)

Ask: *How many days in the past 30 days have you stayed for more than 24 hours in a hospital or psychiatric facility for mental health needs?*

Asking this question at both admission and discharge will provide information on the mental health needs of SUD service recipients. Further, this information will enable use to see whether use of such services has increased or decreased.

The allowable values for psychiatric facility use are:

- **A number from 0 to 30.**
- **99904** – Client unable to answer. This is only allowable if the type of service field contains 3, 4, or 5 (detoxification), or if the disability field contains 7 (developmentally disabled). Use of this code under any other circumstances will result in an error and the record will be rejected.

Entry of any values other than those listed above, blank submissions for this field, or incomplete entries will result in an error and the record will be rejected.

## 6.21.4 Mental Health Medication (MHD-4)

Ask: In the past 30 days, *have you taken prescribed medication for mental health needs?*

Asking this at admission and discharge enables measurement of change in use of prescribed mental health medications. The allowable values for mental health medication are:

**1** – Yes

**0** – No

**99904** – Client unable to answer. This is only allowable if Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally disabled). Use of this code under any other circumstances will result in an error and the record will be rejected.

Entry of any values other than those listed above, blank submissions for this field, or incomplete entries will result in an error and the record will be rejected.

## 6.22 Social/Family Life Domain

This series of questions is structured to measure changes in client functioning from admission to discharge in social interactions and family relations. Questions in this portion of the CalOMS Tx data set collect information about living arrangements, family relationships, and children.

### 6.22.1 Social Support (SOC-1)

Ask: *How many days in the past 30 days have you participated in any social support recovery activities such as:*

- 12-step meetings;
- Other self help meetings;

- Religious/faith recovery or self-help meetings;
- Meetings of organizations other than those listed above;
- Interactions *with family members and/or friend support of recovery?*

This field meets state MTOQ reporting requirements and federal NOM reporting requirements. This field informs on whether individuals participate in social support recovery activities. Collecting this information at admission and discharge facilitates measurement of change in a person's level of involvement in social support activities. For example, if someone did not participate in social support activities at admission, but reports participating in them at discharge, it would demonstrate a positive change in the individual's functioning in the social/family life domain.

- **A number from 0 to 30.** Entry of any value other than a number from 0 to 30 or blank submissions for this field will result in an error and the record will be rejected.

## 6.22.2 Current Living Arrangements (SOC-2)

Ask: *What are your current living arrangements?*

This field is required for state and federal reporting. This field can provide valuable information about changes in clients' living status between admission and discharge. For example, this will enable DHCS, counties, and providers to identify client need, the number of homeless individuals seeking services, and whether living arrangements improve after treatment. The three valid values for current living arrangements are:

- 1 **Homeless.** This includes clients with no permanent residence. The following are examples of homelessness.
  - shelters,
  - doubled-up situation (living with others temporarily because they have nowhere else to live)
  - motels due to lack of alternative
  - couch surfing (friends couches)
  - living in a vehicleZip code for homeless must be zero (00000) or a five-digit zip code.
- 2 **Dependent living.** Clients living in a supervised setting such as, residential institutions, prison, jail, halfway houses or group homes and children (under age 18) living with parents, relatives, guardians or in foster care.
- 3 **Independent living.** This includes individuals who own their home, rent/live alone, live with roommates and do not require supervision. These people pay rent or otherwise contribute financially to the cost of the home/apartment. This also includes adult children (age 18 or over) living with parents.

Entry of any values other than these, blank submissions for this field, or incomplete entries will result in an error and the record will be rejected.

### 6.22.3 Living with Someone (SOC-3)

*Ask: How many days in the past 30 days have you lived with someone who uses alcohol or other drugs?*

This is an MTOQ-required field and provides information about the environment in which an individual is living; e.g. are SUD users living with the individual in treatment. Client response to this question at admission and at discharge demonstrates change in a person's likelihood to interact with SUD users. For example, we can infer that a reduction in days living with SUD users reflects a particular individual is making more of an effort to avoid alcohol and other drugs after treatment.

The allowable values are:

- **A number from 0 to 30.**
- **99900** – Declined to state
- **99904** – Client unable to answer. This is only allowable if Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally disabled). Use of this code under any other circumstances will result in an error and the record will be rejected.

### 6.22.4 Family Conflicts Last 30 Days (SOC-4)

*Ask: How many days in the past 30 days have you had serious conflicts with members of your family?*

This is an MTOQ-required element and provides information about program participants' family relations; i.e. are SUD users having frequent conflicts with family members. Client responses to this question at admission and at discharge demonstrate change in the frequency of serious conflicts with family members. For example, at admission the individual may have had frequent conflicts with his/her family and at discharge may have had fewer conflicts with his/her family.

The allowable values for number of days with family conflicts are:

- **A number from 0 to 30.**
- **99900** – Declined to state
- **99904** – Client unable to answer. This is only allowable if Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally



disabled). Use of this code under any other circumstances will result in an error and the record will be rejected.

Entry of any values other than those listed above, blank submissions for this element, or incomplete entries will result in an error and the record will be rejected.

## 6.22.5 Number of Children (SOC-5)

*Ask: How many children do you have aged 17 or younger (birth or adopted) whether they live with you or not?*

This is an MTOQ-required element and provides information about program participants' children (birth or adopted) and can thus help identify need. For example, by asking this question we are able to estimate the number of children and teens impacted by parental SUD use and/or the number potentially entering treatment programs with their parent. Collection of this information also fulfills Legislative reporting requirements pertaining to perinatal services.

**Note:** Count only the children that are related to the client through birth or adoption. This does not include step-children, nieces, nephews, cousins and children from previous relationships, unless they were adopted.

The allowable values for number of children aged 17 or younger are:

- **A number from 0 to 30.**
- **99904** – Client unable to answer. This is only allowable if the Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally disabled). Use of this code under any other circumstances will result in an error and the record will be rejected.

## 6.22.6 Number of Children Aged Five Years or Younger (SOC-6)

*Ask: How many children (birth or adopted) do you have aged five years or younger?*

This is an MTOQ-required element and provides information about program participants' birth or adopted children and can thus help identify need. For example, by asking how many children age five or younger a participant has we are able to estimate the number of children impacted by their parent's SUD use and/or the number of children entering treatment programs with their parent. Collection of this information also fulfills Legislative reporting requirements pertaining to perinatal services.

The allowable values for number of children are:

- **A number from 0 to 30.**
- **99904** – Client unable to answer. This is only allowable if the Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally disabled). Use of this code under any other circumstances will result in an error and the record will be rejected.

## 6.22.7 Number of Children Living with Someone Else (SOC-7)

*Ask: How many of your children (birth or adopted) are living with someone else because of a child protection court order?*

This provides information about program participants' birth or adopted children living elsewhere due to child protection court orders. By asking a participant how many of his/her children are living elsewhere due to court order we are able to identify the number of children impacted by SUD use and assess the extent to which SUD problems impact other systems. Collection of this information also fulfills Legislative reporting requirements pertaining to perinatal services.

The allowable values for this element are:

- **A number from 0 to 30**
- **99904** – Client unable to answer. This is only allowable if the Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally disabled). Use of this code under any other circumstances will result in an error and the record will be rejected.

This field relates to the number of children field in that the number entered in this field cannot be greater than the number entered in the number of children field. If the number entered in this field is greater than that entered in the number of children field an error will occur and the record will be rejected.

## 6.22.8 Number of Children Living with Someone Else and Parental Rights Terminated (SOC-8)

*Ask: If you have children (birth or adopted) living with someone else because of a child protection court order, for how many of these children aged 17 or under have your parental rights been terminated?*

This provides information about the impact of parents' SUD problems on children and teens. This element elaborates on the previous element (number of children living elsewhere due to court order) by asking a participant how many of his/her children are living elsewhere due to court order and for whom their parental rights have been terminated. This question is about the client's birth or adopted children.

Collecting this information enables DHCS, counties, and direct providers to identify the number of children impacted by SUD use and assess the extent to which SUD problems impact other systems. Collection of this information also fulfills Legislative reporting requirements pertaining to perinatal services.

The valid values for number of children for which parental rights have been terminated are:

- **A number from 0 to 30.**
- **99904** – Client unable to answer. This is only allowable if the Type of Service (ADM-4) is 3, 4, or 5 (a detox service) or if Disability (CID-18) includes 7 (developmentally disabled).. Use of this code under any other circumstances will result in an error and the record will be rejected.

This field is related to the number of children living somewhere else due to a child protection court order field. This means that the number entered in this field must be equal to or less than the number provided in the number of children living somewhere else due to a child protection court order field. If a number greater than that entered in the number of children living somewhere else due to a child protection court order field an error will occur and the record will be rejected.

## 6.23 Admission Data Collection for Youth

This section pertains to admission data collection for youth (persons 17 years of age and younger) and individuals entering detoxification programs. A youth record is shorter than other CalOMS Tx admission/discharge records in that only the fields specified as required for youth can be present in the record layout. For example, submitting fields additional to those listed in the table below for a youth record will cause the record to be rejected.



In addition to those fields that must be present in every record, such as type of form or form serial number, youth are only to be asked the questions listed in the table below. This does not mean, however, that counties and providers cannot collect additional information from youth. Rather, youth records should be limited to these elements listed in the table below. Refer to the specified section for guidelines on collecting the information.

## Youth Admission Questions

Number	Question	Section Number
TRN-1	Type of form	5.1
TRN-2	Transaction date/time	5.2
TRN-3	Form serial number	5.3
CID-2	Provider participant ID	6.10
CID-3	What is your gender?	6.11.1
CID-4	What is your date of birth?	6.11.2
CID-5	What is your current first name?	6.11.3
CID-6	What is your current last name?	6.11.4
CID-7	What is your social security number?	6.11.5
CID-8	What is the zip code at your current residence?	6.11.6
CID-9	What is your birth first name?	6.11.7
CID-10	What is your birth last name?	6.11.8
CID-11a	What county were you born in?	6.11.9.1
CID-11b	What state were you born in?	6.11.9.2
CID-12	What is your driver's license/state identification card number?	6.11.10
CID-13	What state is your driver's license/state identification card for?	6.11.11
CID-14	What is your mother's first name?	6.11.12
CID-15	What is your race?	6.12
CID-16	What is your ethnicity?	6.13
CID-17	Are you a U.S. veteran?	6.14
CID-18	What type of disability/disabilities do you have?	6.15
CID-20	Are you heterosexual, lesbian, gay, bisexual or transgender, or do you question your sexual orientation?	6.16.1 (Optional)
ADM-1	Admission date	6.1
ADM-2	Admission Transaction Type	6.2
ADM-3	Provider ID	5.4
ADM-4	Type of treatment service	6.3
ADM-5	What is your principal source of referral?	6.4
ADM-6	How many days were you on a waiting list before you were admitted to this treatment program?	6.5
ADM-7	What is the number of prior treatment episodes in any SUD treatment/recovery program in which you have participated?	6.6
ADM-8	Are you a CalWORKs recipient?	6.7.1
ADM-9	Are you receiving substance abuse treatment services under the CalWORKs welfare-to-work plan?	6.7.2



Number	Question	Section Number
ADM-10	County Paying	6.8
ADM-11	Special Services Contract ID	6.9
ADU-1a	What is your primary alcohol or other drug problem?	6.17.1
ADU-1b	Primary drug name	6.17.2
ADU-2	How many days in the past 30 days have you used your primary drug of abuse?	6.17.3
ADU-3	What usual route of administration do you use most often for your primary drug of abuse?	6.17.4
ADU-4	At what age did you first use your primary drug of abuse?	6.17.5
ADU-5a	What is your secondary alcohol or drug problem	6.17.6
ADU-5b	Secondary drug name	6.17.7
ADU-6	How many days in the past 30 days have you used your primary drug of abuse?	6.17.8
ADU-7	What usual route of administration do you use most often for your secondary drug of abuse?	6.17.9
ADU-8	At what age did you first use your secondary drug of abuse?	6.17.10
ADU-9	How many days in the past 30 days have you used alcohol?	6.17.11
ADU-11	Have you used needles in the past twelve months?	6.17.13
EMP-1	What is your current employment status?	6.18.1
EMP-3	Are you currently enrolled in school?	6.18.3
EMP-5	What is the highest school grade you completed?	6.18.5
LEG-1	What is your criminal justice status?	6.19.1
LEG-3	How many times have you been arrested in the past 30 days?	6.19.3
MED-1	Are you a Medi-Cal beneficiary??	6.20.1
MED-5	Are you pregnant?	6.20.5
MED-7	Medication prescribed for treatment	6.20.6
MHD-1	Have you ever been diagnosed with a mental illness?	6.21.1
SOC-1	How many days in the past 30 days have you participated in any social support recovery activities?	6.22.1
SOC-2	What are your current living arrangements?	6.22.2

## 6.24 Admission Data Collection for Detoxification Patients

For detoxification patients, all CalOMS Tx elements must have values entered and must be present in the record. However, the MTOQ portion of the CalOMS Tx data set, as well as other specified fields, permit use of the 99904 alternative value (unable to answer) when the type of service is detoxification. This is because unstable detoxification patients will not be able to answer many of the admission questions.

For example, a person could be admitted to a treatment program and still be under the influence of alcohol or other drugs or experiencing withdrawal symptoms. Thus, admission

data collection is inappropriate for detoxification patients who have been determined unstable because it prolongs the individual's discomfort and may result in collection of inaccurate data. Therefore, providers must determine whether a detoxification patient is stable enough to answer the full set of CalOMS Tx questions.

If an individual receiving detoxification services is determined unstable, counties and direct providers are required to collect a minimum set of CalOMS Tx data from these individuals. However, once an unstable detoxification patient has become stable and is deemed capable of completing the CalOMS Tx questions by the provider, the provider must finish collecting the remaining CalOMS Tx questions. This can be done in two different ways:

1. Collect the minimal required data for unstable detoxification patients, wait until the patient is stabilized, then complete the CalOMS Tx data collection for that person. Once the data collection is complete submit the record. This is the preferred method for those patients that remain in the detoxification program as advised by the provider because it ensures data accuracy. For example, if data is collected and submitted this way for the patient, all necessary corrections between when the record was started and when it is completed can be made in a timely manner.
2. Collect the minimal required elements for the unstable detoxification patient and enter 99904 for those fields where allowed, then submit the record to DHCS. If the patient becomes stable, collect client-reported data for those fields in which 99904 was entered submit a resubmission of the patient's previous record. This method is preferable for situations where the patient began detoxification services but left the program prior to becoming stabilized or completing the service.

All CalOMS Tx fields **MUST** be present in a detox admission record, because all these fields are required; they have the alternative value 99904 for use if the individual cannot respond to a particular item. For youth records, the non-required fields cannot be included in the record, because a youth record contains fewer fields.

## 7 Annual Update Data Collection

Annual updates are required for those provider participants in treatment for twelve months or more, continuously in one provider and one service modality with no break in services exceeding 30 days. One example would be a participant in a narcotic treatment modality, such as methadone maintenance, for twelve months or longer. For such an individual, the provider must collect the CalOMS Tx data approximately one year from the day the individual was admitted to that specific provider and service modality.

Annual updates are required for all treatment program participants. New admissions entered on or after January 1, 2006 will require an annual update on the admission anniversary date in 2007 and each year thereafter that the client is in the same program and modality continuously. Annual updates are also required for admissions dated before January 1, 2006. For such admissions, the first and all subsequent annual updates should be collected no later than the anniversary date of the admission.

A matching admission for the individual for whom the annual update is being submitted must exist in the CalOMS Tx database. Annual update information can be collected earlier than twelve months, as early as 60 days prior to the individual's admission date anniversary as well. However, annual update data must be collected no later than twelve months from the program participant's admission anniversary date. For participants continuously participating in the same modality, in the same program for more than one year, annual update data must be collected by the participant's subsequent admission anniversary date.

In the following sections, the annual update elements are identified and defined. Refer to Appendix G to determine which questions/elements collected for the matching admission can be used to prefill the annual update record. **Questions not included in Appendix G must be asked again at annual update.**

### 7.1 Annual Update Date (AUP-1)

This element is necessary to identify the date the annual update was performed for the program participant. This information is provided by the provider. The maximum length for this field is ten characters. Enter the two-digit month, two-digit day, and four-digit year of the annual update date.

In addition, this field relates to the admission date field. The date of the annual update must be after the initial admission date. For example, if the person was admitted on March 7, 2006 the annual update date cannot be February 1, 2006 because an error will occur and the record will be rejected.

Further, the annual update date can be no more than 60 days prior to the admission anniversary date. Annual updates must be collected by the admission anniversary date. However, it is important to note that the record will not be rejected if the annual update date is later than the admission anniversary date. This is a business rule that was established in order to ensure that clients' treatment outcome data is updated. All required CalOMS Tx data is important as it affects the quality and utility of the data.

Therefore, annual updates dated later than the admission anniversary date will not be rejected. Because data quality can also be affected by the timeliness of collection and submission of CalOMS Tx data, the flow of submissions will be monitored. Refer to the *CalOMS Tx Data Quality Standards* for more information on standards for submission of CalOMS Tx data.

## 7.2 Annual Update Number (AUP-2)

This field is necessary to determine which annual update is being reported; i.e. is this the first annual update or the second? This is necessary because some program participants, for example those in methadone maintenance, may be in treatment for several years. Under such circumstances an annual update would be reported for a person on the anniversary date of their initial admission each year.

The valid value for this field is a number from 1 to 99. Entry of any other values will result in an error and the record will be rejected.

## 7.3 Standard Annual Update Questions

In addition to the fields discussed above, the following elements are required for an annual update record.





Element	Question	Section
TRN-1	Type of form	5.1
TRN-2	Transaction date & time	5.2
TRN-3	Form serial number	5.3
CID-2	Provider's participant ID	6.10
CID-3	What is your gender?	6.11.1
CID-4	What is your date of birth?	6.11.2
CID-5	What is your current first name?	6.11.3
CID-6	What is your current last name?	6.11.4
CID-7	What is your social security number?	6.11.5
CID-8	What is the zip code at your current residence?	6.11.6
CID-9	What is your birth first name?	6.11.7
CID-10	What is your birth last name?	6.11.8
CID-11a	What county were you born in?	6.11.9.1
CID-11b	What state were you born in?	6.11.9.2
CID-12	What is your driver's license/state identification card number?	6.11.10
CID-13	What state is your driver's license/state identification card for?	6.11.11
CID-14	What is your mother's first name?	6.11.12
CID-18	What type of disability/disabilities do you have?	6.15
CID-19	Consent	6.16
ADM-1	Admission Date	6.1
ADM-3	Provider ID	5.4
AUP-1	Annual update date	7.1
AUP-2	Annual update number	7.2
ADU-1a	What is your primary alcohol or other drug problem?	6.17.1
ADU-1b	Primary drug name	6.17.2
ADU-2	How many days in the past 30 days have you used your primary drug of abuse?	6.17.3
ADU-3	What usual route of administration do you use most often for your primary drug of abuse?	6.17.4
ADU-5a	What is your secondary alcohol or drug problem	6.17.6
ADU-5b	Secondary drug name	6.17.7
ADU-6	How many days in the past 30 days have you used your secondary drug of abuse?	6.17.8
ADU-7	What usual route of administration do you use most often for your secondary drug of abuse?	6.17.9
ADU-9	How many days in the past 30 days have you used alcohol?	6.17.11
ADU-10	How many days have you used needles to inject drugs in the past 30 days?	6.17.12
EMP-1	What is your current employment status?	6.18.1
EMP-2	How many days were you paid for working in the past 30 days?	6.18.2
EMP-3	Are you currently enrolled in school?	6.18.3
EMP-4	Are you currently enrolled in a job training program?	6.18.4
LEG-3	How many times have you been arrested in the past 30 days?	6.19.3
LEG-4	How many days were you in jail in the past 30 days?	6.19.4
LEG-5	How many days were you in prison in the past 30 days?	6.19.5
MED-2	How many times have you visited an ER in the past 30 days for	6.20.2



Element	Question	Section
	physical health problems?	
MED-3	How many days have you stayed overnight in a hospital for physical health problems in the past 30 days?	6.20.3
MED-4	How many days have you experienced physical health problems in the past 30 days?	6.20.4
MED-6	Were you pregnant at any time during treatment?	6.20.5
MED-11	Have you been tested for HIV/AIDS?	6.20.10
MED-12	Did you receive the results of your HIV/AIDS test?	6.20.11
MHD-1	Have you ever been diagnosed with a mental illness?	6.21.1
MHD-2	How many times in the past 30 days have you received outpatient emergency services for mental health needs?	6.21.2
MHD-3	How many days in the past 30 days have you stayed for more than 24 hours in a hospital or psychiatric facility for mental health needs?	6.21.3
MHD-4	Have you taken prescribed medication for mental health needs in the past 30 days?	6.21.4
SOC-1	How many days in the past 30 days have you participated in any social support recovery activities such as: 12-step meetings, other self-help meetings, religious/faith recovery or self-help meetings, attending meetings of organizations other than those listed above, interactions with family members and/or friend support of recovery?	6.22.1
SOC-2	What are your current living arrangements?	6.22.2
SOC-3	How many days in the past 30 days have you lived with someone who uses alcohol or other drugs?	6.22.3
SOC-4	How many days in the past 30 days have you had serious conflicts with members of your family?	6.22.4
SOC-5	How many children do you have aged 17 or younger (birth or adopted) whether they live with you or not?	6.22.5
SOC-6	How many children do you have aged 5 or younger?	6.22.6
SOC-7	How many of your children are living with someone else due to a child protection court order?	6.22.7
SOC-8	If you have children living with someone else because of a child protection order, for how many of these children have your parental rights been terminated?	6.22.8

## 7.4 Youth Annual Update Questions

Like admission records, youth annual updates records require fewer fields. Below the fields required for a youth annual update are listed.

Element	Question	Section
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Element	Question	Section
TRN-1	Type of form	5.1
TRN-2	Transaction date & time	5.2
TRN-3	Form serial number	5.3
CID-2	Provider's participant ID	6.10
CID-3	What is your gender?	6.11.1
CID-4	What is your date of birth?	6.11.2
CID-5	What is your current first name?	6.11.3
CID-6	What is your current last name?	6.11.4
CID-7	What is your social security number?	6.11.5
CID-8	What is the zip code at your current residence?	6.11.6
CID-9	What is your birth first name?	6.11.7
CID-10	What is your birth last name?	6.11.8
CID-11a	What county were you born in?	6.11.9.1
CID-11b	What state were you born in?	6.11.9.2
CID-12	What is your driver's license/state identification card number?	6.11.10
CID-13	What state is your driver's license/state identification card for?	6.11.11
CID-14	What is your mother's first name?	6.11.12
CID-18	What type of disability/disabilities do you have?	6.15
ADM-1	Admission Date	6.1
ADM-3	Provider ID	6.3
AUP-1	Annual update date	7.1
AUP-2	Annual update number	7.2
ADU-1a	What is your primary alcohol or other drug problem?	6.17.1
ADU-1b	Primary drug name	6.17.2
ADU-2	How many days in the past 30 days have you used your primary drug of abuse?	6.17.3
ADU-3	What route of administration do you use most often for your primary drug of abuse?	6.17.4
ADU-5a	What is your secondary alcohol or drug problem	6.17.6
ADU-5b	Secondary drug name	6.17.7
ADU-6	How many days in the past 30 days have you used your secondary drug of abuse?	6.17.8
ADU-7	What route of administration do you use most often for your secondary drug of abuse?	6.17.9
ADU-9	How many days in the past 30 days have you used alcohol?	6.17.11
EMP-1	What is your current employment status?	6.18.1
EMP-3	Are you currently enrolled in school?	6.18.3
LEG-3	How many times have you been arrested in the past 30 days?	6.19.3
MED-6	Were you pregnant at any time during treatment?	6.20.5
MHD-1	Have you ever been diagnosed with a mental illness?	6.21.1
SOC-1	How many days in the past 30 days have you participated in any social support recovery activities such as: 12-step meetings, other self-help meetings, religious/faith recovery or self-help meetings, attending meetings of organizations other than those listed above, interactions with family members and/or friend support of recovery?	6.22.1
SOC-2	What are your current living arrangements?	6.22.2

## 8 Discharge Data Collection

Discharge information must be collected for all service recipients regardless of the discharge status. There are several types of discharges to report in CalOMS Tx. In order to report discharge data, a matching admission for the participant for which discharge data is being collected must be in the CalOMS Tx database. *Discharges submitted without a matching admission will be rejected.*

However, because there are various circumstances under which program participants discharge it will not always be possible to collect all the required questions. For example, counties/providers may not be able to collect all the discharge information in the event of an administrative discharge, which is when a provider discharges a program participant because they did not complete the service set in which they were enrolled. Refer to Section 8.5 for further information on administrative discharges.

In the following sections, the required discharge elements are identified and defined. Section 8.5.3 lists all the required questions for administrative discharges, as there are fewer questions in an administrative discharge record. Refer to Appendix F to determine which questions/elements collected for the matching admission can be used to pre-fill the discharge record. **Questions not included in Appendix F must be asked again at discharge.**

### 8.1 Protocols for Discharging Clients

The following protocols clarify business rules for discharging clients from treatment in CalOMS Tx.

1. A CalOMS Tx discharge record must be submitted for every client for whom a CalOMS Tx admission record has been submitted.
2. SUD treatment providers must schedule and conduct a discharge interview with every client. A discharge interview is either in person (face-to-face) or via telephone. This interview includes, but is not limited to, asking each of the required CalOMS Tx standard discharge questions and documenting the responses. Treatment providers are advised to include in each client's treatment plan a date to conduct a discharge interview. This date may be scheduled for some time prior to or on the client's planned last date of service, but may not be more than two weeks prior to the client's planned date of last service.
3. Providers should make every effort to ensure the discharge interview is a face-to-face interview. However, some clients may be unable to appear for the scheduled discharge interview, despite having made satisfactory progress in treatment. In these

situations, providers are strongly encouraged to contact the client by phone to collect the CalOMS Tx standard discharge data.

4. Administrative discharges should only be reported in the event the client cannot be located, either in person or by telephone, to answer the CalOMS Tx questions. Such attempts to contact a client for a CalOMS Tx discharge interview must be documented in the client's file. Providers should never guess or complete responses on behalf of an absent client for the required CalOMS Tx discharge questions.
5. For long term clients such as those in NTP, when discharging a SACPA client the discharge should be reported based on when the client has completed the treatment program as planned, or when the client leaves the program under other circumstances (e.g. did not complete, passed away, etc.). SACPA clients should NOT be discharged if the only change that has occurred for the client is the funding source (i.e. SACPA funds) that provides treatment services for the client. Discharge the client following the discharge protocols identified in section 8.3 or ADP Bulletin 08-08 and 10-08.
6. Detoxification does not constitute complete treatment. A successful detoxification service is measured in part by the engagement of the client in further treatment (e.g. residential or outpatient services). Providers are expected to make every effort to refer and connect clients to another level of treatment once they have completed detoxification. For clients who have gone through detoxification, as planned by the provider, and who are being referred for additional treatment services, providers must use discharge code 3 – Left Before Completion with Satisfactory Progress – Referred. Neither discharge code 1 nor discharge code 2 can be used for detoxification discharges.

## 8.2 Standard Discharge Date (DIS-1)

This is provider-entered information for the discharge date.

- The general rule is to use the **date of the last face-to-face** contact the provider had with an individual. It is also acceptable to use the last telephone conversation with the client as the discharge date.
- For narcotic treatment program participants, enter **date of the last oral medication** the participant had.
- For standard discharges, enter the **date of the exit interview**.

The discharge date must be after the date of admission and before the date the discharge data is being entered. For example, if a person was admitted on April 10, 2000, the discharge date cannot be March 30, 2000.

## 8.3 Discharge Status Definitions and Sample Scenarios (DIS-2)

The definitions of the CalOMS Tx discharge status codes and sample scenarios for their use are provided below.

### **Completed Treatment/Recovery Plan Goals – Referred/Standard (all questions)**

**(status 1):** This is a *standard discharge status* and is considered a treatment completion status. This status should be used for a client who completed a SUD treatment service and is being referred to another SUD treatment service (this includes clients referred to further SUD treatment that do not accept the referral). The client is available to complete the discharge interview either in person as planned, or by contacting the client by telephone.

**Example:** Jane was in a residential treatment service and has accomplished the recovery plan goals for residential treatment. Jane will be referred to an outpatient drug-free treatment program to continue treatment. When Jane was admitted to residential treatment, her treatment counselor scheduled a date for her discharge interview to take place three days before Jane's last treatment service. Jane's treatment counselor uses the last service date for the discharge date because it is the last date Jane will be seen by the counselor. The counselor then asks Jane all the required CalOMS Tx discharge questions. The treatment counselor records Jane's responses and completes a CalOMS Tx discharge record for submission to the county which the program has a contract with to provide SUD treatment.

Two days later, Jane is admitted to the outpatient drug-free program her residential provider referred her to. The outpatient treatment counselor indicates Jane's admission is a "transfer or change in service" and asks Jane the remaining CalOMS Tx admission questions.

### **Completed Treatment/Recovery Plan Goals – Not Referred/Standard (all questions) (status 2):**

This is a *standard discharge status* and is considered a treatment completion status. This status should be used for a client who completed a SUD treatment service, who is not being referred to another SUD treatment service and for a client who is finishing the last treatment service program in a treatment episode (a series of planned consecutive admissions and discharges from various treatment programs). The client is available to complete the discharge interview either in person as planned, or by contacting the client by telephone.

**Example:** Joe appears for an appointment at an outpatient program that his residential treatment counselor arranged for him. Joe and the treatment counselor discuss his history in treatment during the past months and develop a treatment plan. The treatment counselor wants Joe to attend Intensive Outpatient group counseling sessions every week and attend twelve-step meetings at least once a

week. The treatment counselor explains to Joe that treatment will last for at least 90 days. The treatment counselor collects Joe's CalOMS-Tx admission data and enters "Transfer/Change in Service" in the "Admission Transaction Type" field.

Three months after his admission to outpatient, Joe's treatment counselor schedules a discharge interview with Joe. During the CalOMS-Tx discharge interview, Joe reports that he has not used methamphetamine in the prior 30 days and that he has attended twelve-step meetings every day in the prior thirty days. Joe's treatment counselor recommends Joe continue attending the twelve-step meetings. Joe is discharged using the discharge status "Completed Treatment/Recovery Plan/Goals - Not Referred."

**Left Before Completion with Satisfactory Progress – Standard (all questions)**

**(status 3):** This is a *standard discharge status and a full data set should be collected*. This status should be used for a client who is referred to another treatment program to complete either the service they have been receiving or to begin a different level of treatment. The client is available to complete the discharge interview either in person as planned, or by contacting the client by phone.

**Example 1:** Joe is enrolled in a 30-day residential treatment program. He is actively participating in the program for two weeks. However, Joe really wants to get back to work and tells his counselor he'd like to leave the residential program. Joe's treatment counselor advises that Joe finish out the remainder of his 30 days in the residential program since he has been making good progress in his treatment.

Though the counselor advised he continue in the residential program, Joe wishes to leave the program. So, Joe's counselor refers him to an outpatient program and schedules a time to ask Joe all the required CalOMS Tx standard discharge questions prior to discharging him. The counselor uses the date of Joe's interview as the standard discharge date, enters their discharge code for "left before completion with satisfactory progress, referred," and asks Joe all the CalOMS Tx questions.

**Example 2:** John started a treatment episode in a detoxification program, which he completed as planned by his treatment counselor. At discharge, John states he does not wish to continue with other treatment services (the detoxification counselor indicated his discharge status as "left before completion with satisfactory progress, referred"). Neither discharge code 1 nor discharge code 2 can be used for detoxification discharges.

**Left Before Completion with Satisfactory Progress –Administrative (minimum**

**questions) (status 4):** This is an *administrative discharge status and only the minimum data set should be collected*. This should be used for a client who made satisfactory progress in the treatment service, who did not complete the treatment service as planned, and could not be located to receive a referral for further SUD treatment or to conduct a discharge interview.

**Example:** James is enrolled in a residential treatment program. He was actively participating in the program for a month but left the program without notice. He has not been seen by his treatment counselor or any of the treatment staff for seven consecutive days. James' treatment counselor makes several attempts to contact him by telephone but is unable to reach him. The counselor documents the attempts made to contact James. The counselor determines that James must be administratively discharged and completes an administrative discharge record to comply with their CalOMS Tx data reporting requirements.

James' counselor works with other treatment staff to determine the date he left the program. The counselor enters this date for the administrative discharge date then refers to James' CalOMS Tx admission record to obtain most of the required administrative discharge information. For the "primary drug" field, James' counselor indicates "unknown" since James is unavailable to provide this data. (Note: the counselor may also use the code of the primary drug reported by James at admission.) For the "pregnant during treatment" field, James' counselor enters "no" since he is male and cannot be pregnant. James' treatment counselor then submits the administrative discharge record to the county the provider has a contract with.

***Left Before Completion with Unsatisfactory Progress – Standard (all questions)***

**(status 5):** This is a *standard discharge status and a full data set should be collected*. This status should be used for a client who is referred to another treatment program to complete either the service they have been receiving or to begin a different level of treatment. The client is available to complete the discharge interview either in person as planned or by contacting the client by phone.

**Example:** Sue began her treatment episode in a detoxification program. She completed her detoxification treatment and was referred to an intensive outpatient program by her detoxification provider. Sue was admitted to the intensive outpatient program she was referred to three days after finishing her detoxification treatment.

Sue has been in the intensive outpatient program for three weeks, but she missed several scheduled appointments. Sue's treatment provider decides that she is not making good progress and might do better in a residential treatment program. Sue's treatment provider schedules an appointment with Sue to discuss her treatment and to ask her the CalOMS Tx standard discharge questions. Sue completes the discharge interview and answers all the CalOMS Tx standard discharge questions prior to being referred to a residential treatment program.

***Left Before Completion with Unsatisfactory Progress – Administrative (minimum questions) (status 6):***

This is an *administrative discharge status and only the minimum data set should be collected*. This should be used for a client who made unsatisfactory progress in the treatment service in which they were enrolled and who did not complete the treatment service as planned. The client is unavailable to be



referred for other SUD treatment or to complete the discharge interview in person or by telephone.

**Example:** Sharon began her treatment episode in a detoxification program. She completed her detoxification treatment and was referred to an intensive outpatient program by her detoxification provider. Sharon was admitted to the intensive outpatient program three days after finishing her detoxification treatment.

Sharon has been in the intensive outpatient program for three weeks, but she has missed several scheduled appointments. Sharon's treatment provider decides that she is not making good progress and might do better in a residential treatment program. The treatment provider schedules an appointment with Sharon to discuss her treatment and to ask Sharon the CalOMS Tx standard discharge questions. Sharon fails to appear for the scheduled discharge interview with her counselor. Sharon's treatment counselor makes several attempts to contact her, but is unable to make contact. The counselor documents the attempts to contact Sharon to complete the CalOMS Tx discharge interview.

Sharon's treatment counselor determines Sharon must be administratively discharged and uses the date she last saw Sharon as the administrative discharge date. The counselor then refers to Sharon's CalOMS Tx admission record to obtain most of the required administrative discharge information. For the "primary drug" field, Sharon's counselor enters the primary drug code reported by Sharon at admission. (Note: the counselor may also use the code for unknown for primary drug under this circumstance.) For the "pregnant during treatment" field, Sharon's counselor enters "unknown" or "do not know" since Sharon is unavailable to answer this question. Sharon's treatment counselor then submits the administrative discharge record to the county the provider has a contract with.

**Death (status 7):** This is an *administrative discharge status*. This should be used for a client who dies while enrolled in a treatment program. Because the client cannot be asked the CalOMS Tx standard discharge questions, the treatment counselor follows the same procedures used to complete an administrative discharge for clients who leave the program prior to finishing their treatment.

**Incarceration (status 8):** This is an *administrative discharge status*. This should be used for a client who becomes incarcerated while enrolled in a treatment program. Because the client cannot be asked the CalOMS Tx standard discharge questions, the treatment counselor follows the same procedures used to complete an administrative discharge for clients who leave the program prior to finishing their treatment.

## **Additional Scenarios Related to Discharging Treatment Clients.**

### **What discharge status should be used if the program closes?**

1. The client is finished with the planned treatment but the program will be closing prior to the scheduled date for the client's discharge interview. (The provider may conduct the discharge interview earlier than originally scheduled to obtain the CalOMS Tx discharge data from the clients affected by program closure.) If the client is finished with their services and will not be referred for further treatment, use discharge status 2. If the client is finished with the service and will be referred to begin another type of service, enter discharge status 1.
2. The client was making satisfactory progress in treatment and will be continuing their treatment service at a new provider. Use discharge status 3. The new provider will need to enter their code for "transfer or change in service" when they admit this client to their program.
3. The client was not making satisfactory progress in treatment and will be referred to another provider for a different level of care. Use discharge status 5. The new provider will need to enter their code for "transfer or change in service" when they admit this client to their program.
4. The client was making satisfactory progress in treatment, but stopped appearing for treatment prior to program closure and prior to their planned discharge date. The program cannot locate the client to collect the CalOMS Tx discharge data. Use discharge status 4.
5. The client was making unsatisfactory progress in treatment and stopped appearing for treatment prior to program closure and prior to their planned discharge date. The program cannot locate the client to collect the CalOMS Tx discharge data. Use discharge status 6.

### **What discharge status should be used if the funding source to pay for the client changes?**

In general, a client should not be discharged from treatment due to a funding change. For example, it may happen that a client comes in and does not know if they are eligible for DMC. The client is admitted to the program, and, in the field for the client's response to the question "Are you a Medi-Cal beneficiary," the response "don't know" is entered. The provider submits the client's admission record to their county. Sometime later the provider determines the client is eligible for treatment under DMC. When this happens, the provider must resubmit the client's original admission record with the "Are you a Medi-Cal beneficiary?" field updated to indicate "yes".

For more detailed instructions, refer to the CalOMS Treatment Data Collection Guide available on DHCS's website. See Appendix H for additional sample "discharge" scenarios.

## 8.4 Standard Discharge

A standard discharge shall be reported when the client is available to be interviewed and one of these circumstances takes place:

1. The client has completed the treatment episode and is interviewed for the CalOMS Tx discharge either via telephone or in person.
2. The client has completed a single treatment service and is interviewed for the CalOMS Tx discharge either via telephone or in person.
3. The client has made either satisfactory or unsatisfactory progress in treatment, will be referred to another SUD treatment service or program, and is interviewed for the CalOMS Tx discharge either via telephone or in person.

For standard discharges, providers are required to complete a full CalOMS Tx discharge record by interviewing the client and asking all of the required CalOMS Tx discharge questions. The date for a standard discharge is the date on which the client completes the CalOMS Tx discharge interview or the date of last treatment service, whichever is later.

A standard discharge is used to measure treatment outcomes for reporting purposes at the county, state, and federal levels. It is very important to ask the client every CalOMS Tx standard discharge question and report the client's response in the discharge record. This is because the outcome measures collected for a client's admission and standard discharge for CalOMS Tx are used to measure whether the client reduced or abstained from drug use, obtained employment, remained out of the criminal justice system, etc. It is critical that counties and treatment providers collect accurate and complete client outcome data at discharge so client outcomes can be measured and reported to public funding agencies to demonstrate the benefits and efficacy of treatment services.

The four discharge statuses (1, 2, 3, and 5) requiring discharge data collection on all discharge data elements (standard discharge) are:

***Completed treatment/recovery plan, goals/referred/standard (status 1).*** This occurs when a program participant completes his/her treatment/recovery plan and is being referred to another treatment/recovery program. For example, the individual is moving from one modality or type of service to another within a treatment episode.

**Completed treatment/recovery plan, goals/not referred/standard (status 2).** This occurs when a program participant completes his/her treatment/recovery plan and is not referred. For example, the participant has successfully completed an entire treatment episode and therefore is not referred for further services.

**Left before completion with satisfactory progress/referred/standard (status 3).** This occurs when a participant has made satisfactory progress in a program and was referred to a different program to continue with the services or to receive different services in a different program in the state.

**Left before completion with unsatisfactory progress/referred/standard (status 5).** This occurs when a participant is referred to another program or service modality because they are not making satisfactory progress in the service/program in which they are participating.

## 8.4.1 Standard Discharge Questions

Below is a table of all discharge questions to be asked each program participant available for an exit interview. (Those persons whose discharge status is 1, 2, 3, or 5.)

Element	Question	Section
TRN-1	Type of form	5.1
TRN-2	Transaction date & time	5.2
TRN-3	Form serial number	5.3
CID-2	Provider's participant ID	6.10
CID-3	What is your gender?	6.11.1
CID-4	What is your date of birth?	6.11.2
CID-5	What is your current first name?	6.11.3
CID-6	What is your current last name?	6.11.4
CID-7	What is your social security number?	6.11.5
CID-8	What is the zip code at your current residence?	6.11.6
CID-9	What is your birth first name?	6.11.7
CID-10	What is your birth last name?	6.11.8
CID-11a	What county were you born in?	6.11.9.1
CID-11b	What state were you born in?	6.11.9.2
CID-12	What is your driver's license/state identification card number?	6.11.10
CID-13	What state is your driver's license/state identification card for?	6.11.11
CID-14	What is your mother's first name?	6.11.12
CID-18	What type of disability/disabilities do you have?	6.15
CID-19	Consent	6.16
ADM-1	Admission Date	6.1
ADM-3	Provider ID	6.3
ADM-4	Type of Treatment Service	6.3



Element	Question	Section
DIS-1	Discharge date	8.1
DIS-2	Discharge status	8.2
ADU-1a	What is your primary alcohol or other drug problem?	6.17.1
ADU-1b	Primary drug name	6.17.2
ADU-2	How many days in the past 30 days have you used your primary drug of abuse?	6.17.3
ADU-3	What route of administration do you use most often for your primary drug of abuse?	6.17.4
ADU-5a	What is your secondary alcohol or drug problem	6.17.6
ADU-5b	Secondary drug name	6.17.7
ADU-6	How many days in the past 30 days have you used your secondary drug of abuse?	6.17.8
ADU-7	What route of administration do you use most often for your secondary drug of abuse?	6.17.9
ADU-9	How many days in the past 30 days have you used alcohol?	6.17.11
ADU-10	How many days have you used needles to inject drugs in the past 30 days?	6.17.12
EMP-1	What is your current employment status?	6.18.1
EMP-2	How many days were you paid for working in the past 30 days?	6.18.2
EMP-3	Are you currently enrolled in school?	6.18.3
EMP-4	Are you currently enrolled in a job training program?	6.18.4
LEG-3	How many times have you been arrested in the past 30 days?	6.19.3
LEG-4	How many days were you in jail in the past 30 days?	6.19.4
LEG-5	How many days were you in prison in the past 30 days?	6.19.5
MED-2	How many times have you visited an ER in the past 30 days for physical health problems?	6.20.2
MED-3	How many days have you stayed overnight in a hospital for physical health problems in the past 30 days?	6.20.3
MED-4	How many days have you experienced physical health problems in the past 30 days?	6.20.4
MED-6	Were you pregnant at any time during treatment?	6.20.5
MED-11	Have you been tested for HIV/AIDS?	6.20.10
MED-12	Did you receive the results of your HIV/AIDS test?	6.20.11
MHD-1	Have you ever been diagnosed with a mental illness?	6.21.1
MHD-2	How many times in the past 30 days have you received outpatient emergency services for mental health needs?	6.21.2
MHD-3	How many days in the past 30 days have you stayed for more than 24 hours in a hospital or psychiatric facility for mental health needs?	6.21.3
MHD-4	Have you taken prescribed medication for mental health needs in the past 30 days?	6.21.4
SOC-1	How many days in the past 30 days have you participated in any social support recovery activities such as: 12-step meetings, other self-help meetings, religious/faith recovery or self-help meetings, attending meetings of organizations other than those listed above, interactions with family members and/or friend support of recovery?	6.22.1
SOC-2	What are your current living arrangements?	6.22.2
SOC-3	How many days in the past 30 days have you lived with someone who uses	6.22.3



Element	Question	Section
SOC-4	alcohol or other drugs? How many days in the past 30 days have you had serious conflicts with members of your family?	6.22.4
SOC-5	How many children do you have aged 17 or younger (birth or adopted) whether they live with you or not?	6.22.5
SOC-6	How many children do you have aged 5 or younger?	6.22.6
SOC-7	How many of your children are living with someone else due to a child protection court order?	6.22.7
SOC-8	If you have children living with someone else because of a child protection order, for how many of these children have your parental rights been terminated?	6.22.8

## 8.5 Program Participants Administratively Discharged, Deceased, or Incarcerated

### An administrative discharge occurs under one of these circumstances:

1. The client has stopped appearing for treatment services without leave from or notification to the SUD treatment program and the client cannot be located to be discharged and complete the CalOMS Tx discharge interview. Depending on the client's progress (as determined from the client's file or the counselor's interactions with the client while they were in the program) prior to leaving the program, the provider should report either "did not complete, made satisfactory progress, not referred" (status 4), or "did not complete, made unsatisfactory progress, not referred" (status 6).
2. The client has died (status 7) prior to completing all of his/her planned SUD treatment services and thus cannot be interviewed for CalOMS Tx discharge data collection.
3. The client has become incarcerated (status 8) prior to completing all of their planned SUD treatment services and thus cannot be interviewed for CalOMS Tx discharge data collection.

An administrative discharge shall only be reported to CalOMS Tx when one of the above circumstances takes place. Because the client has left the program and cannot be interviewed, the administrative discharge requires the provider to determine the last date they saw the client which is called the administrative discharge date. For example, if a client is enrolled in outpatient treatment services and has not appeared for his/her planned services within the last 30 days, then the discharge date should be the date the treatment counselor last saw the client. The provider can then use the data from the client's admission record to complete the CalOMS Tx administrative discharge record.

An administrative discharge is structured this way to ensure data quality; providers administratively determine the discharge date and complete a limited set of information to prevent providers from having to guess the answers to the required CalOMS Tx discharge questions. An administrative discharge shall only be submitted when a client cannot be located to complete a CalOMS Tx discharge interview. In these situations, accurate data on the client's condition at the time of discharge cannot be collected to enable measurement of treatment outcomes, e.g., whether a client reduced or abstained from SUD use, became employed, etc. Discharges inappropriately recorded as administrative discharges hinder DHCS, county, and treatment provider's ability to report the benefits of SUD treatment services to stakeholders and decision-makers.

This also drives the discharge date. Below are definitions for when administrative discharge occurs according to modality.

**Non-residential/outpatient programs:** report an administrative discharge if s/he has not had at least one **face to face visit** with a treatment counselor in 30 consecutive days.

**Residential or day-program:** report an administrative discharge if s/he has been **absent from the program without leave** (from the program or treatment counselor) for seven consecutive days. If leave has been granted and the individual does not return by the date s/he is expected, begin counting from the day s/he was due back to the program.

**Methadone detoxification:** report an administrative discharge when the participant has **missed his/her appointments for three or more consecutive days** without notifying the program.

**Methadone maintenance:** report an administrative discharge if a participant has **missed appointments for two weeks** or more without notifying the program.

In the event a participant is unavailable to be interviewed for CalOMS Tx discharge reporting due to administrative discharge, death, or incarceration, a minimum amount of information must be reported. The minimum information required under the aforementioned circumstances is identified in the following sections.

## 8.5.1 Administrative Discharge Date (DIS-1)

For administrative discharges, the date of discharge depends on the modality. Refer to Section 8.5 for guidelines on which date to use for administrative discharges. Regardless of modality, the date of discharge must be on or after the date of admission.

Once the date of the administrative discharge has been determined, enter the two-digit month, two-digit day, and four-digit year, not to exceed ten characters.

## 8.5.2 Administrative Discharge Status Codes (DIS-2)

This field further elaborates on Section 8.5 by identifying and defining those codes which would require only the minimal elements for an administrative discharge. In addition, Section 8.5 provides guidelines for determining the appropriate discharge status for administrative discharges.

The following are considered administrative discharges:

**Left before Completion With Satisfactory Progress/Administrative (status 4)** This may occur if the participant was doing well in his/her treatment and stopped coming in without notice for a period of time exceeding the amount defined for the service modality in which the participant was enrolled.

**Left Before Completion With Unsatisfactory Progress/Administrative (status 6).** This code is intended for those individuals who are expelled from treatment prior to completing their services, under circumstances in which no exit interview would be completed. An example of when this would apply is if an individual participating in the treatment program is found with drugs on the premises and is immediately expelled from the program.

**Death - (status 7).** This should be used for individuals who die prior to completing the services in which they are participating.

**Incarceration - (status 8).** This should be used for individuals who become incarcerated prior to completing the services in which they are participating.

## 8.5.3 Administrative Discharge Questions

If 4, 6, 7, or 8 have been entered in the discharge status field, the following elements must be included in the record. As necessary, use the program participant's admission record to complete these fields.

Element	Question	Section
TRN-1	Type of form	5.1
TRN-2	Transaction date & time	5.2
TRN-3	Form serial number	5.3
ADM-4	Type of service	6.3
CID-2	Provider's participant ID	6.10
CID-3	What is your gender?	6.11.1
CID-4	What is your date of birth?	6.11.2
CID-5	What is your current first name?	6.11.3
CID-6	What is your current last name?	6.11.4
CID-7	What is your social security number?	6.11.5





Element	Question	Section
CID-8	What is the zip code at your current residence?	6.11.6
CID-9	What is your birth first name?	6.11.7
CID-10	What is your birth last name?	6.11.8
CID-11a	What county were you born in?	6.11.9.1
CID-11b	What state were you born in?	6.11.9.2
CID-12	What is your driver's license/state identification card number?	6.11.10
CID-13	What state is your driver's license/state identification card for?	6.11.11
CID-14	What is your mother's first name?	6.11.12
CID-18	What type of disability/disabilities do you have, if any?	6.15
ADM-1	Admission Date	6.1
ADM-3	Provider ID	5.4
ADM-4	Type of treatment service	6.3
DIS-1	Discharge date	8.1
DIS-2	Discharge status	8.2
ADU-1a	What is your primary alcohol or other drug problem?	6.17.1
ADU-1b	Primary drug name	6.17.2
MED-6	Were you pregnant at any time during treatment?	6.20.5

## 8.5.4 Youth Discharge Questions

Like, admissions and annual updates, youth discharge records require fewer fields than standard admissions or annual updates.

Element	Question	Section
TRN-1	Type of form	5.1
TRN-2	Transaction date & time	5.2
TRN-3	Form serial number	5.3
CID-2	Provider's participant ID	6.10
CID-3	What is your gender?	6.11.1
CID-4	What is your date of birth?	6.11.2
CID-5	What is your current first name?	6.11.3
CID-6	What is your current last name?	6.11.4
CID-7	What is your social security number?	6.11.5
CID-8	What is the zip code at your current residence?	6.11.6
CID-9	What is your birth first name?	6.11.7
CID-10	What is your birth last name?	6.11.8
CID-11a	What county were you born in?	6.11.9
CID-11b	What state were you born in?	6.11.9
CID-12	What is your driver's license/state identification card number?	6.11.10
CID-13	What state is your driver's license/state identification card for?	6.11.11
CID-14	What is your mother's first name?	6.11.12
CID-18	What type of disability/disabilities do you have?	6.15
ADM-1	Admission Date	6.1



Element	Question	Section
ADM-3	Provider ID	5.4
DIS-1	Discharge date	8.1
DIS-2	Discharge status	8.2
ADU-1a	What is your primary alcohol or other drug problem?	6.17.1
ADU-1b	Primary drug name	6.17.2
ADU-2	How many days in the past 30 days have you used your primary drug of abuse?	6.17.3
ADU-3	What route of administration do you use most often for your primary drug of abuse?	6.17.4
ADU-5a	What is your secondary alcohol or drug problem	6.17.6
ADU-5b	Secondary drug name	6.17.7
ADU-6	How many days in the past 30 days have you used your secondary drug of abuse?	6.17.8
ADU-7	What route of administration do you use most often for your secondary drug of abuse?	6.17.9
ADU-9	How many days in the past 30 days have you used alcohol?	6.17.11
EMP-1	What is your current employment status?	6.18.1
EMP-3	Are you currently enrolled in school?	6.18.3
LEG-3	How many times have you been arrested in the past 30 days?	6.19.3
MED-6	Were you pregnant at any time during treatment?	6.20.5
MHD-1	Have you ever been diagnosed with a mental illness?	6.21.1
SOC-1	How many days in the past 30 days have you participated in any social support recovery activities such as: 12-step meetings, other self-help meetings, religious/faith recovery or self-help meetings, attending meetings of organizations other than those listed above, interactions with family members and/or friend support of recovery?	6.22.1
SOC-2	What are your current living arrangements?	6.22.2



# APPENDICES



## ACRONYMS

ADP	Department of Alcohol and Drug Programs
AIDS	Acquired Immuno Deficiency Virus
CADDS	California Alcohol and Drug Data System
CalOMS Tx	California Outcome Measurement System - Treatment
CalWORKs	California Work Opportunity and Responsibility to Kids
CD	Communicable Diseases
CDCR	California Department of Corrections and Rehabilitation
CFR	Code of Federal Regulations
COD	Co-Occurring Disorders
CSAP	Center for Substance Abuse Prevention
CSAT	Center for Substance Abuse Treatment
DHCS	Department of Health Care Services
DMC	Drug Medi-Cal
DUI	Driving Under the Influence
DWI	Driving While Intoxicated
FOTP	Female Offender Treatment Program
HIPAA	Health Insurance Portability and Accountability Act
HIV	Human Immune Deficiency Virus
IV	Intravenous
IWG	Implementation Work Group



LSD	Lysergic Acid Diethylamide
MTOQ	Minimum Treatment Outcome Questions
NOM	National Outcomes Measures
PADS	Prevention Activities Data System
PCP	Phencyclidine
PPG	Performance Partnership Grant
PSN	Parolee Services Network
SACPA	Substance Abuse and Crime Prevention Act
SAMHSA	Substance Abuse and Mental Health Services Administration
SAPT	Substance Abuse Prevention and Treatment (block grant)
SBIRT	Screening, Brief Intervention, and Referral to Treatment
SSN	Social Security Number
STD	Sexually Transmitted Disease
SUD	Substance Use Disorder
TAP	Technical Assistance Publication
TB	Tuberculosis
TEDS	Treatment Episode Data Set
TIP	Treatment Improvement Protocol
UCI	Unique Client Identifier



## County Codes

01 – Alameda	30 – Orange
02 – Alpine	31 – Placer
03 – Amador	32 – Plumas
04 – Butte	33 – Riverside
05 – Calaveras	34 – Sacramento
06 – Colusa	35 – San Benito
07 – Contra Costa	36 – San Bernardino
08 – Del Norte	37 – San Diego
09 – El Dorado	38 – San Francisco
10 – Fresno	39 – San Joaquin
11 – Glenn	40 – San Luis Obispo
12 – Humboldt	41 – San Mateo
13 – Imperial	42 – Santa Barbara
14 – Inyo	43 – Santa Clara
15 – Kern	44 – Santa Cruz
16 – Kings	45 – Shasta
17 – Lake	46 – Sierra
18 – Lassen	47 – Siskiyou
19 – Los Angeles	48 – Solano
20 – Madera	49 – Sonoma
21 – Marin	50 – Stanislaus
22 – Mariposa	51 – Sutter***
23 – Mendocino	52 – Tehama
24 – Merced	53 – Trinity
25 – Modoc	54 – Tulare
26 – Mono	55 – Tuolumne
27 – Monterey	56 – Ventura
28 – Napa	57 – Yolo
29 – Nevada	58 – Yuba/Sutter***

\*\*\* Use 58 for Sutter and Yuba Counties as they share a reporting code.



## State Codes

AL – Alabama  
AK – Alaska  
AZ – Arizona  
AR – Arkansas  
CA – California  
CO – Colorado  
CT – Connecticut  
DE – Delaware  
DC – District of Columbia  
FL – Florida  
GA – Georgia  
HI – Hawaii  
ID – Idaho  
IL – Illinois  
IN – Indiana  
IA – Iowa  
KS – Kansas  
KY – Kentucky  
LA – Louisiana  
ME – Maine  
MD – Maryland  
MA – Massachusetts  
MI – Michigan  
MN – Minnesota  
MS – Mississippi  
MO – Missouri

MT – Montana  
NE – Nebraska  
NV – Nevada  
NH – New Hampshire  
NJ – New Jersey  
NM – New Mexico  
NY – New York  
NC – North Carolina  
ND – North Dakota  
OH – Ohio  
OK – Oklahoma  
OR – Oregon  
PA – Pennsylvania  
RI – Rhode Island  
SC – South Carolina  
SD – South Dakota  
TN – Tennessee  
TX – Texas  
UT – Utah  
VT – Vermont  
VA – Virginia  
WA – Washington  
WV – West Virginia  
WI – Wisconsin  
WY – Wyoming



## Required Data Groups Each CalOMS Tx Element is From

This table shows which data group each data element comes from. For example, some elements may belong to more than one data group and others may belong to only one data group. The CalOMS Tx data set is comprised of each of these five data groups: CADDs, MTOQ, NOM, TEDS, and UCI.

Element Number	Data Element	Reporting Requirement				
		C	M	N	T	U
		C=CADDs ~ M=MTOQ N=NOM ~ T=TEDS ~ U=UCI				
TRN-1	Type of form	X		X	X	
TRN-3	Form serial number	X				
CID-2	Provider's participant ID	X				
CID-3	Gender	X		X	X	X
CID-4	Date of birth	X		X	X	X
CID-5	Current first name	X				X
CID-6	Current last name	X				X
CID-7	SSN					X
CID-8	Zip code					X
CID-9	Birth first name					X
CID-10	Birth last name					X
CID-11a	Place of birth – county					X
CID-11b	Place of birth - state					X
CID-12	Driver's license number					X
CID-13	Driver's license state					X
CID-14	Mother's first name					X
CID-15	Race	X		X	X	
CID-16	Ethnicity	X		X	X	
CID-17	Veteran				X	
CID-18	Disability	X				
ADM-1	Admission date	X		X	X	
ADM-2	Admission transaction type	X		X	X	
ADM-3	Provider ID	X		X	X	
ADM-4	Type of service	X		X	X	
ADM-5	Source of referral	X		X	X	
ADM-6	Days waited to enter treatment				X	
ADM-7	Number of prior episodes	X		X	X	
ADM-8	CalWORKs recipient	X				
ADM-9	Treatment under CalWORKs	X				
ADM-10	County paying for services	X				
ADM-11	Special services contract ID	X				





APPENDIX D

Element Number	Data Element	Reporting Requirement				
		C	M	N	T	U
DIS-1	Discharge date	X		X	X	
DIS-2	Discharge status	X		X	X	
ADU-1a	Primary drug code	X	X	X	X	
ADU-1b	Primary drug name	X				
ADU-2	Primary drug frequency	X	X	X	X	
ADU-3	Primary drug route of administration	X		X	X	
ADU-4	Primary drug age of first use	X		X	X	
ADU-5a	Secondary drug code	X	X	X	X	
ADU-5b	Secondary drug name	X				
ADU-6	Secondary drug frequency	X	X	X	X	
ADU-7	Secondary drug route of administration	X		X	X	
ADU-8	Secondary drug age first use	X		X	X	
ADU-9	Alcohol frequency		X			
ADU-10	Needle use		X			
ADU-11	Needle use in past 12 months	X				
EMP-1	Employment status	X	X	X	X	
EMP-2	Work past 30 days		X			
EMP-3	School		X			
EMP-4	Job training		X			
EMP-5	Highest school grade completed	X		X	X	
LEG-1	Criminal justice status	X				
LEG-2	CDCR number	X				
LEG-3	Number arrests past 30 days		X	X	X	
LEG-4	Number jail days past 30 days		X			
LEG-5	Number prison days past 30 days		X			
LEG-6	PSN	X				
LEG-7	FOTP parolee	X				
LEG-8	FOTP priority status	X				
MED-1	Medi-Cal beneficiary	X				
MED-2	ER past 30 days		X			
MED-3	Hospital overnight past 30 days		X			
MED-4	Medical problems past 30 days		X			
MED-5	Pregnant at admission	X			X	
MED-6	Pregnant during treatment	X				
MED-7	Medication prescribed as part of treatment	X		X	X	
MED-8	CD: TB		X			
MED-9	CD: HepC		X			
MED-10	CD: STD		X			
MED-11	HIV Tested		X			
MED-12	HIV test results		X			



APPENDIX D

Element Number	Data Element	Reporting Requirement				
		C	M	N	T	U
MHD-1	Mental illness	X		X	X	
MHD-2	ER use/mental health		X			
MHD-3	Psychiatric facility use		X			
MHD-4	Mental health medication		X			
SOC-1	Social support		X			
SOC-2	Current living arrangements	X	X	X	X	
SOC-3	Living w/someone		X			
SOC-4	Family conflict past 30 days		X			
SOC-5	Number of children		X			
SOC-6	Number children 5 or younger		X			
SOC-7	Number children living w/someone else		X			
SOC-8	Number children living w/someone else		X			



## Table of CalOMS Tx Data Elements and Data Collection Points

This table identifies each item number, data element, and question to ask participants (if applicable), data collection point, and type of record. It is intended to show which data elements must be collected (the questions must be asked each participant) at each data collection point for each type of record. If a certain box is not checked for a particular item or element, it means that the data does not have to be collected from the participant.

Item Number	Element	Question	Admission			Annual Update			Discharge				
			S	Y	DL	S	Y	DL	S	YD	A	DL	
			S=Standard; Y/D=Youth/Detox; DL=Deletion; A=Administrative										
TRN-1	Type of form		X	X	X	X	X	X	X	X	X	X	X
TRN-2	Transaction date & time		X	X	X	X	X	X	X	X	X	X	X
TRN-3	Form serial number		X	X	X	X	X	X	X	X	X	X	X
CID-2	Provider's participant ID	.	X	X	X	X	X	X	X	X	X	X	X
CID-3	Gender	What is your gender?	X	X	X	X	X	X	X	X	X	X	X
CID-4	Date of birth	What is your date of birth?	X	X	X	X	X	X	X	X	X	X	X
CID-5	Current first name	What is your current first name?	X	X	X	X	X	X	X	X	X	X	X
CID-6	Current last name	What is your current last name?	X	X	X	X	X	X	X	X	X	X	X
CID-7	SSN	What is your social security number?	X	X	X	X	X	X	X	X	X	X	X
CID-8	Zip code	What is the zip code at your current residence?	X	X	X	X	X	X	X	X	X	X	X
CID-9	Birth first name	What is your birth first name?	X	X	X	X	X	X	X	X	X	X	X
CID-10	Birth last name	What is your birth last name?	X	X	X	X	X	X	X	X	X	X	X
CID-11a	Place of birth – county	What county were you born in?	X	X	X	X	X	X	X	X	X	X	X
CID-11b	Place of birth - state	What state were you born in?	X	X	X	X	X	X	X	X	X	X	X
CID-12	Driver's license number	What is your driver's license/state identification card number?	X	X	X	X	X	X	X	X	X	X	X
CID-13	Driver's license state	What state is your driver's license/state identification card for?	X	X	X	X	X	X	X	X	X	X	X
CID-14	Mother's first name	What is your mother's first name?	X	X	X	X	X	X	X	X	X	X	X
CID-15	Race	What is your race?	X	X									
CID-16	Ethnicity	What is your ethnicity?	X	X									



Item Number	Element	Question	Admission			Annual Update			Discharge				
			S	Y	DL	S	Y	DL	S	YD	A	DL	
			S=Standard; Y/D=Youth/Detox; DL=Deletion; A=Administrative										
CID-17	Veteran	Are you a U.S. veteran?	X	X									
CID-18	Disability	What type of disability/disabilities do you have?	X	X		X	X		X	X			
CID-19	Consent		X			X			X	X <sup>1</sup>			
ADM-1	Admission date		X	X	X	X	X		X	X	X		
ADM-2	Admission transaction type		X	X	X								
ADM-3	Provider ID		X	X	X	X	X	X	X	X	X	X	X
ADM-4	Type of service		X	X	X	X	X	X	X	X	X		
ADM-5	Source of referral	What is your principal source of referral?	X	X	X								
ADM-6	Days waited to enter treatment	How many days were you on a waiting list before you were admitted to this treatment program?	X	X									
ADM-7	Number of prior episodes	What is the number of prior episodes in any SUD treatment/recovery program in which you have participated?	X	X									
ADM-8	CalWORKs recipient	Are you a CalWORKs recipient?	X	X									
ADM-9	Substance Abuse Treatment under CalWORKs	Are you receiving substance abuse treatment services under the CalWORKs welfare-to-work plan?	X	X									
ADM-10	County paying for services		X	X									
ADM-11	Special services contract ID		X	X									
DIS-1	Discharge date								X	X	X	X	
DIS-2	Discharge status								X	X	X	X	
AUP-1	Annual update date					X	X	X					
AUP-2	Annual update number					X	X	X					
ADU-1a	Primary drug code	What is your primary alcohol or other drug problem?	X	X		X	X		X	X	X		
ADU-1b	Primary drug name		X	X		X	X		X	X	X		

<sup>1</sup> The consent field is not required for youth records; it is only required for standard and detox.



Item Number	Element	Question	Admission			Annual Update			Discharge				
			S	Y	DL	S	Y	DL	S	YD	A	DL	
			S=Standard; Y/D=Youth/Detox; DL=Deletion; A=Administrative										
ADU-2	Primary drug frequency	How many days in the past 30 days have you used your primary drug of abuse?	X	X		X	X		X	X			
ADU-3	Primary drug route of administration	What route of administration do you use most often for your primary drug of abuse?	X	X		X	X		X	X			
ADU-4	Primary drug age of first use	At what age did you first use your primary drug of abuse?	X	X									
ADU-5a	Secondary drug code	What is your secondary alcohol or drug problem	X	X		X	X		X	X			
ADU-5b	Secondary drug name		X	X		X	X		X	X			
ADU-6	Secondary drug frequency	How many days in the past 30 days have you used your secondary drug of abuse?	X	X		X	X		X	X			
ADU-7	Secondary drug route of administration	What route of administration do you use most often for your secondary drug of abuse?	X	X		X	X		X	X			
ADU-8	Secondary drug age of first use	At what age did you first use your secondary drug of abuse?	X	X									
ADU-9	Alcohol frequency	How many days in the past 30 days have you used alcohol?	X	X		X	X		X	X			
ADU-10	Needle use	How many days have you used needles to inject drugs in the past 30 days?	X			X			X				
ADU-11	Needle use in past 12 months	Have you used needles in the past twelve months?	X	X									
EMP-1	Employment status	What is your current employment status?	X	X		X	X		X	X			
EMP-2	Work past 30 days	How many days were you paid for working in the past 30 days?	X			X			X				
EMP-3	School	Are you currently enrolled in school?	X	X		X	X		X	X			
EMP-4	Job training	Are you currently enrolled in a job training program?	X			X			X				
EMP-5	Highest school grade completed	What is the highest school grade you completed?	X	X									
LEG-1	Criminal justice status	What is your criminal justice status?	X	X									
LEG-2	CDCR number	What is your CDCR number?	X										



Item Number	Element	Question	Admission			Annual Update			Discharge			
			S	Y	DL	S	Y	DL	S	YD	A	DL
			S=Standard; Y/D=Youth/Detox; DL=Deletion; A=Administrative									
LEG-3	Number arrests past 30 days	How many times have you been arrested in the past 30 days?	X	X		X	X		X	X		
LEG-4	Number jail days past 30 days	How many days were you in jail in the past 30 days?	X			X			X			
LEG-5	Number prison days past 30 days	How many days were you in prison in the past 30 days?	X			X			X			
LEG-6	PSN	Are you a parolee in the PSN program?	X									
LEG-7	FOTP parolee	Are you a parolee in the FOTP?	X									
LEG-8	FOTP priority status	What is your FOTP priority status?	X									
MED-1	Medi-Cal beneficiary	Are you a Medi-Cal beneficiary?	X	X								
MED-2	ER past 30 days	How many times have you visited an ER in the past 30 days for physical health problems?	X			X			X			
MED-3	Hospital overnight past 30 days	How many days have you stayed overnight in a hospital for physical health problems in the past 30 days?	X			X			X			
MED-4	Medical problems past 30 days	How many days have you experienced physical health problems in the past 30 days?	X			X			X			
MED-5	Pregnant at admission	Are you pregnant?	X	X								
MED-6	Pregnant during treatment	Were you pregnant at any time during treatment?				X	X		X	X	X	
MED-7	Medication prescribed as part of treatment		X	X								
MED-8	CD: TB	Have you been diagnosed with Tuberculosis?	X									
MED-9	CD: HepC	Have you been diagnosed with Hepatitis C?	X									
MED-10	CD: STD	Have you been diagnosed with any sexually transmitted diseases?	X									
MED-11	HIV Tested	Have you been tested for HIV/AIDS?	X			X			X			
MED-12	HIV test results	Did you receive the results of your HIV/AIDS test?	X			X			X			
MHD-1	Mental illness	Have you ever been diagnosed with a mental illness?	X	X		X	X		X	X		
MHD-2	ER use/mental health	How many times in the past 30 days have you received outpatient emergency services for mental health needs?	X			X			X			



Item Number	Element	Question	Admission			Annual Update			Discharge				
			S	Y	DL	S	Y	DL	S	YD	A	DL	
			S=Standard; Y/D=Youth/Detox; DL=Deletion; A=Administrative										
MHD-3	Psychiatric facility use	How many days in the past 30 days have you stayed for more than 24 hours in a hospital or psychiatric facility for mental health needs?	X			X			X				
MHD-4	Mental health medication	Have you taken prescribed medication for mental health needs in the past 30 days?	X			X			X				
SOC-1	Social support	How many days in the past 30 days have you participated in any social support recovery activities such as: 12-step meetings, other self-help meetings, religious/faith recovery or self-help meetings, attending meetings of organizations other than those listed above, interactions with family members and/or friend support of recovery?	X	X		X	X		X	X			
SOC-2	Current living arrangements	What are your current living arrangements?	X	X		X	X		X	X			
SOC-3	Living w/someone	How many days in the past 30 days have you lived with someone who uses alcohol or other drugs?	X			X			X				
SOC-4	Family conflict past 30 days	How many days in the past 30 days have you had serious conflicts with members of your family?	X			X			X				
SOC-5	Number of children	How many children do you have aged 17 or younger (birth or adopted) whether they live with you or not?	X			X			X				
SOC-6	Number children 5 or younger	How many children (birth or adopted only) do you have aged 5 or younger?	X			X			X				
SOC-7	Number children living w/someone else	How many of your children (birth or adopted only) are living with someone else due to a child protection court order?	X			X			X				
SOC-8	Number children living w/someone else and parental rights terminated	If you have children (birth or adopted only) living with someone else because of a child protection order, for how many of these children have your parental rights been terminated?	X			X			X				



## CalOMS Tx Data Elements that may be Pre-filled in Annual Update and Discharge Records

Item Number	Element	Question
TRN-1	Type of form	Type of Form
TRN-2	None	Transaction date and time
TRN-3	Form serial number	Form Serial Number
CID-1	Unique participant ID	Unique participant ID.
CID-2	Provider's participant ID	Provider's participant ID.
CID-3	Gender	What is your gender?
CID-4	Date of birth	What is your date of birth?
CID-5	Current first name	What is your current first name?
CID-6	Current last name	What is your current last name?
CID-7	SSN	What is your social security number?
CID-8	Zip code	What is your zip code at current residence?
CID-9	Birth first name	What is your birth first name?
CID-10	Birth last name	What is your birth last name?
CID-11a	Place of birth – county	If born in California, what is your county of birth?
CID-11b	Place of birth - state	If born in the U.S., what is your state of birth?
CID-12	Driver's license number	What is your driver's license number? If you do not have a driver's license, what is your state identification card number?
CID-13	Driver's license state	For which state do you have a valid driver's license or state identification card?
CID-14	Mother's first name	What is your mother's first name?
CID-15	Race	What is your race?
CID-16	Ethnicity	What is your ethnicity?
CID-17	Veteran	Are you a U.S. veteran?
ADM-1	Admission date	Date of admission
ADM-2	Admission transaction type	Transaction type
ADM-3	Provider ID	DHCS issued Provider ID
AUP-1	Annual update date	Date annual update conducted.
AUP-2	Annual update number	Number of the annual update being reported.
ADU-4	Primary drug age of first use	What was your age the first time you used the primary drug?
ADU-8	Secondary drug age first use	What was your age the first time you used the secondary drug?
ADU-11	Needle use in past 12 months	Have you used needles during the past twelve months?
EMP-5	Highest school grade completed	What is your highest school grade completed?
LEG-1	Criminal justice status	What is your criminal justice status?
LEG-2	CDCR number	What is your CA Department of Corrections and Rehabilitation (CDCR) identification number?
LEG-6	PSN	Are you a parolee in the Parolee Services Network (PSN)?
LEG-7	FOTP parolee	Are you a parolee in the Female Offender Treatment Program (FOTP)?
LEG-8	FOTP priority status	What is your FOTP priority status?
SOC-5	Number of children	How many children do you have aged 17 or less (birth or adopted) whether they live with you or not?
SOC-6	Number children 5 or younger	How many children do you have aged 5 or younger?



## Business Needs & Conceptual Framework for an Outcomes Measurement System

A first step in developing CalOMS Tx was determining business needs for an outcomes measurement system. Five business needs identified are to:

1. Provide demographic information on SUD service recipients;
2. Provide information regarding trends in SUD risks and use;
3. Demonstrate treatment is effective;
4. Demonstrate treatment is cost effective; and
5. Provide information to support the continuous quality improvement of treatment services.

Nine high-level questions were identified that articulate the conceptual framework for CalOMS Tx. These questions anticipate and respond to the needs and perspectives of DHCS, funding entities, counties, providers, and other public agencies impacted by SUD abuse. In addition, addressing these conceptual questions via outcomes data collection facilitates realization of most of the goals and objectives identified in the DHCS Strategic Plan and fulfills the aforementioned business needs. The nine conceptual questions are:

1. What is the purpose of treatment?

It is necessary to demonstrate the value of SUD services to the public by collecting and reporting outcomes information. Collecting and reporting outcomes data enables DHCS, counties, and providers to demonstrate SUD services have a positive impact on service recipients and the systems they interact with. Thus outcomes data can help reduce stigma related to SUD use/abuse.

2. Does treatment work?

This conceptual question addresses a wide variety of opinions and definitions for whether treatment works. Demonstrating treatment works is not simple because of the diversity of opinion among various organizations interested in or that have invested in treatment. For example, a service recipient may feel treatment worked if s/he is able to reduce his/her SUD use while a person employed in the field of criminal justice may believe treatment has not worked unless abstinence from SUD use or a reduction in arrests is realized.

Therefore, measuring and demonstrating treatment works in positively impacting the lives of service recipients must be done in a variety of ways. DHCS must collect information demonstrating treatment works in a manner that addresses the differing views and definitions for whether treatment works. Such information includes, but is

not limited to, changes in frequency of SUD use, arrests, SUD-related hospital visits, and improvements in criminal behaviors between admission and discharge.

### 3. What are the State's treatment needs?

Some examples of data that address this conceptual question include: identifying SUD use and abuse trends; racial, ethnic, and cultural populations; where each type of service is available; where each type of service is unavailable; and what barriers exist, where they exist, and which populations encounter them.

### 4. Does the State meet treatment needs?

In order to ensure availability and continuous quality improvement of SUD services, the unique needs of communities must be determined and how well these needs are met must be evaluated. This can be achieved by collecting outcomes data as it will provide the information necessary to determine whether existing services are representative of the State's demographic diversity; whether services are coordinated, comprehensive, and appropriate for those they are provided to; which services are received by recipients and if they are appropriate; how SUD funds are prioritized and if this reflects community-level needs; and where gaps exist in the levels of care and service elements in the SUD service delivery system.

### 5. Is treatment using best practices?

In TIP 14, CSAT encourages states and communities to find and establish best practices. This can be achieved by collecting data on the practices currently employed in SUD programs; for example, determining whether SUD treatment services are provided in tandem with other types of services, such as job training and/or mental health counseling. This information can in turn be used to determine which combinations of services are effective; where treatment capacity exceeds need and where greater capacity is needed; which types of services work well at positively impacting service recipients' lives; and where training or technical assistance is necessary.

### 6. What is successful treatment?

A challenge to addressing this conceptual question is the diversity of opinion as to what successful treatment is among those who outcomes data is to be reported to. As is the case with question two (determining if treatment works), treatment success cannot be narrowly defined. For example, some may view positive changes in the individual, as measured across seven life domains (alcohol use, drug use, employment, legal, family/social, psychological, and medical), as most important while others may view changes at the community/state level, such as dramatic decreases in SUD-related arrests as more important.

These varying definitions for successful treatment are partly due to a lack of understanding across the state that SUD use/abuse is a chronic condition. Reporting outcomes data can help educate Californians that SUD treatment success must be measured in different ways because there is not a cure for SUD addiction and thus many factors must be taken into account in determining success.

7. Which treatment and recovery methods are successful?

Outcomes data collection will enable DHCS to identify methods currently employed by providers in the SUD system of care and the effect these methods have on service recipients. Such information is valuable as it will facilitate continuous quality improvement.

8. Is treatment cost effective?

Due to the obligation and responsibility to inform stakeholders of the impact of treatment, DHCS must be able to demonstrate public expenditures on SUD services are offset by savings in other social services. Outcomes data collection will enable DHCS fulfill this obligation. For example, DHCS will be able to use outcomes data to examine treatment costs by client type (e.g. pregnant women or dually diagnosed), the degree of difference in client functioning produced by variously priced modalities, and the types of services needed before and after relapse as well as the costs associated with these services.

9. Is the investment making a difference?

This conceptual question addresses DHCS's need to identify the extent to which SUD services provided in publicly funded programs results in positive change for individuals served, their families, and communities. Further, reporting positive outcomes such as reductions in SUD use, hospital visits for SUD-related injuries, or SUD-related arrests facilitates the elimination of stigma associated with SUD use/abuse and SUD treatment. Thus, as treatment outcomes are continually reported and as DHCS and stakeholders continue to work to improve outcomes Californians will begin to understand addiction as a chronic condition with varying levels of success.

In addition, DHCS will be able to determine program appropriateness as related to desired outcomes and how programs try to achieve successful treatment. Upon making these determinations, DHCS, counties, and providers can work to develop or strengthen partnerships to provide integrated responses to SUD-related need.

## Fidelity Assessment of the Application of CalOMS Tx Discharge Codes

The purpose of this assessment is to inform our efforts to improve CalOMS Tx Discharge Measurement. Please read each scenario and select the best answer that describes it.

### Scenario 1

Jim is a client in an outpatient program. According to Jim's treatment plan he must complete 90 days of treatment and abstain from use of his primary drug. Jim completes 90 days of treatment and is interviewed on the data of his last service to collect CalOMS Tx outcome data. Jim reports that he has abstained from his primary drug. Jim's counselor advises that Jim attend twelve-step meetings.

#### His Discharge Code should be (select one):

- a. Completed Treatment/Recovery Plan Goals – Referred/**Standard** (all questions) (code 1)
- b. Completed Treatment/Recovery Plan Goals – Not Referred/**Standard** (all questions) (code 2)
- c. Left Before Completion with Satisfactory Progress – **Standard** (all questions)(code 3)
- d. Left Before Completion with Satisfactory Progress – **Administrative** (minimum questions) (code 4)
- e. Left Before Completion with Unsatisfactory Progress – **Standard** (all questions) (code 5)
- f. Left Before Completion with Unsatisfactory Progress – **Administrative** (minimum questions) (code 6)
- g. Death (code 7)
- h. Incarceration (code 8)
- i. There should not be a CalOMS discharge in this situation.

### Scenario 2

Steven is in a residential program. According to the treatment plan, Steven must complete 60 days of residential treatment which should be followed by 120 days of outpatient counseling (Steven will be referred to outpatient treatment at the time of discharge from his residential service). At the end of the 60 days of residential care, Steven has remained sober. At the discharge interview, Steven stated that he felt that he was doing well and would not need the referral to outpatient counseling for further treatment; however, the counselor suggested that he could still benefit from outpatient treatment as defined in the treatment plan.

**His Discharge Code should be (select one):**

- a. Completed Treatment/Recovery Plan Goals – Referred/**Standard** (all questions) (code 1)
- b. Completed Treatment/Recovery Plan Goals – Not Referred/**Standard** (all questions) (code 2)
- c. Left Before Completion with Satisfactory Progress – **Standard** (all questions)(code 3)
- d. Left Before Completion with Satisfactory Progress – **Administrative** (minimum questions) (code 4)
- e. Left Before Completion with Unsatisfactory Progress – **Standard** (all questions) (code 5)
- f. Left Before Completion with Unsatisfactory Progress – **Administrative** (minimum questions) (code 6)
- g. Death (code 7)
- h. Incarceration (code 8)
- i. There should not be a CalOMS discharge in this situation.

**Scenario 3**

Dan has been in methadone maintenance for three years. During this time, his urine tests were free of illicit drugs and he has maintained employment. However, Dan's Medi-Cal benefits are ending, so he begins an administrative taper from his methadone dose and has decided to leave the program against medical advice. The treatment program staff schedule a date for Dan to be interviewed to collect the CalOMS Tx discharge data, but Dan does not show up for the appointment. The program staff make several attempts to contact Dan to interview him by phone but are unable to reach him.

**His Discharge Code should be (select one):**

- a. Completed Treatment/Recovery Plan Goals – Referred/**Standard** (all questions) (code 1)
- b. Completed Treatment/Recovery Plan Goals – Not Referred/**Standard** (all questions) (code 2)
- c. Left Before Completion with Satisfactory Progress – **Standard** (all questions)(code 3)
- d. Left Before Completion with Satisfactory Progress – **Administrative** (minimum questions) (code 4)
- e. Left Before Completion with Unsatisfactory Progress – **Standard** (all questions) (code 5)
- f. Left Before Completion with Unsatisfactory Progress – **Administrative** (minimum questions) (code 6)
- g. Death (code 7)
- h. Incarceration (code 8)
- i. There should not be a CalOMS discharge in this situation.

#### Scenario 4

Alex is in an outpatient program. He is unemployed and is not seeking employment. According to the treatment plan, Alex is to complete 90 days of treatment, during which time he should seek employment and make plans to complete his GED. Upon the 90-day discharge scheduled interview, Alex reported no use of his primary drug and that he had signed up for a course to earn his GED, but he had not pursued employment and had only participated in 50 days of treatment. On the day of Alex's discharge, the treatment counselor interviews Alex to collect the CalOMS Tx discharge data. Alex's treatment counselor also suggested he complete the remaining 40 days of treatment as planned. Alex indicated he does not feel he needs to complete the remaining 40 days of treatment.

#### His Discharge Code should be (select one):

- a. Completed Treatment/Recovery Plan Goals – Referred/**Standard** (all questions) (code 1)
- b. Completed Treatment/Recovery Plan Goals – Not Referred/**Standard** (all questions) (code 2)
- c. Left Before Completion with Satisfactory Progress – **Standard** (all questions)(code 3)
- d. Left Before Completion with Satisfactory Progress – **Administrative** (minimum questions) (code 4)
- e. Left Before Completion with Unsatisfactory Progress – **Standard** (all questions) (code 5)
- f. Left Before Completion with Unsatisfactory Progress – **Administrative** (minimum questions) (code 6)
- g. Death (code 7)
- h. Incarceration (code 8)
- i. There should not be a CalOMS discharge in this situation.

#### Scenario 5

Mary is in outpatient treatment reporting cocaine as her primary drug and alcohol as her secondary drug. She is the mother of two children, both of whom have been removed from her custody. According to the treatment plan, Mary needs to complete 120 days of treatment and consult with the family reunification counselor at the program. Mary stopped attending treatment after 78 days. While in treatment, she had met with the family reunification counselor. A week following Mary's 78<sup>th</sup> treatment day, Mary's treatment counselor contacted Mary to conduct a discharge interview. During the discharge interview, Mary reported that although she had stopped using cocaine, she continues to drink alcohol and smoke marijuana occasionally. Mary's treatment counselor advised that she return to the program to finish her treatment days, but Mary declined the counselor's referral to continue treatment.

**Her Discharge Code should be (select one):**

- a. Completed Treatment/Recovery Plan Goals – Referred/**Standard** (all questions) (code 1)
- b. Completed Treatment/Recovery Plan Goals – Not Referred/**Standard** (all questions) (code 2)
- c. Left Before Completion with Satisfactory Progress – **Standard** (all questions)(code 3)
- d. Left Before Completion with Satisfactory Progress – **Administrative** (minimum questions) (code 4)
- e. Left Before Completion with Unsatisfactory Progress – **Standard** (all questions) (code 5)
- f. Left Before Completion with Unsatisfactory Progress – **Administrative** (minimum questions) (code 6)
- g. Death (code 7)
- h. Incarceration (code 8)
- i. There should not be a CalOMS discharge in this situation.

**Scenario 6**

Carrie is a client in an outpatient program. Carrie's treatment plan is for her to complete 120 days in outpatient, abstain from SUD use, and to remain free of jail days, prison days, and/or arrests. After 15 days of participation in the outpatient program, Carrie relapses, stops attending treatment, picks up a probation violation, and is ordered to attend residential treatment at another program. The outpatient program has not seen Carrie in over 30 days and despite many attempts to contact Carrie the program is unable to locate her.

**Her Discharge Code should be (select one):**

- a. Completed Treatment/Recovery Plan Goals – Referred/**Standard** (all questions) (code 1)
- b. Completed Treatment/Recovery Plan Goals – Not Referred/**Standard** (all questions) (code 2)
- c. Left Before Completion with Satisfactory Progress – **Standard** (all questions)(code 3)
- d. Left Before Completion with Satisfactory Progress – **Administrative** (minimum questions) (code 4)
- e. Left Before Completion with Unsatisfactory Progress – **Standard** (all questions) (code 5)
- f. Left Before Completion with Unsatisfactory Progress – **Administrative** (minimum questions) (code 6)
- g. Death (code 7)
- h. Incarceration (code 8)
- i. There should not be a CalOMS discharge in this situation.

### Scenario 7

Jackie was admitted to a narcotic treatment program. According to the treatment plan, Jackie is to be prescribed methadone and to attend counseling sessions 3 times a week. After 3 weeks in treatment, Jackie was taken into custody and is currently serving a 6-month sentence on unrelated charges.

#### Her Discharge Code should be (select one):

- a. Completed Treatment/Recovery Plan Goals – Referred/**Standard** (all questions) (code 1)
- b. Completed Treatment/Recovery Plan Goals – Not Referred/**Standard** (all questions) (code 2)
- c. Left Before Completion with Satisfactory Progress – **Standard** (all questions)(code 3)
- d. Left Before Completion with Satisfactory Progress – **Administrative** (minimum questions) (code 4)
- e. Left Before Completion with Unsatisfactory Progress – **Standard** (all questions) (code 5)
- f. Left Before Completion with Unsatisfactory Progress – **Administrative** (minimum questions) (code 6)
- g. Death (code 7)
- h. Incarceration (code 8)
- i. There should not be a CalOMS discharge in this situation.

### Scenario 8

Elizabeth is in an outpatient treatment program. She was instructed that she would have to complete six months of treatment, abstain from use of her primary drug and secondary drug. Elizabeth has been in treatment 2 months but has missed some appointments. Elizabeth has abstained from use of her primary drug but has increased use of her secondary drug. Concerned, Elizabeth's treatment counselor schedules a time to discuss her treatment progress and refer her to a more intensive level of treatment. The treatment counselor collects the CalOMS Tx discharge data from Elizabeth and refers her to a 30-day residential treatment program.

#### Her Discharge Code should be (select one):

- a. Completed Treatment/Recovery Plan Goals – Referred/**Standard** (all questions) (code 1)
- b. Completed Treatment/Recovery Plan Goals – Not Referred/**Standard** (all questions) (code 2)
- c. Left Before Completion with Satisfactory Progress – **Standard** (all questions)(code 3)
- d. Left Before Completion with Satisfactory Progress – **Administrative** (minimum questions) (code 4)
- e. Left Before Completion with Unsatisfactory Progress – **Standard** (all questions) (code 5)



- f. Left Before Completion with Unsatisfactory Progress – **Administrative** (minimum questions) (code 6)
- g. Death (code 7)
- h. Incarceration (code 8)
- i. There should not be a CalOMS discharge in this situation.

## Fidelity Assessment Answer Sheet

### **Answer for Scenario 1: b - completed treatment/recovery plan, goals/not referred - standard**

Jim should be discharged using “completed treatment/recovery plan goals/standard” because he has accomplished the goals of his treatment; to abstain from drug use and participate in 90 days of treatment. Jim is not being referred for further SUD treatment and has reported his CalOMS Tx outcome data in his discharge interview.

### **Answer for Scenario 2: a - completed treatment/recovery plan, goals/referred - standard**

Steven should be discharged under code 1 (a above) because his treatment plan included completion of 60 days of residential treatment, which was to be followed by 120 days of outpatient treatment. This is an example of a planned treatment episode and Steven has completed the first service in his planned episode (60 days of residential treatment). Though Steven does not wish to move onto outpatient treatment his residential treatment counselor referred him to a residential treatment program and Steven completed a discharge interview.

### **Answer for Scenario 3: d – left before completion with satisfactory progress/administrative**

Discharge code 4 (d above) is most appropriate for Dan’s situation. This is because Dan was making good progress in accomplishing the treatment plan goals; i.e. Dan’s urine tests were negative, he maintained employment, and consistently participated in treatment. However, Dan’s benefits ran out and he opted to discontinue treatment against the advice of his treatment provider. Further, the program could not contact Dan to collect the CalOMS Tx discharge data from him, so the program must discharge him administratively.

### **Answer for Scenario 4: c- left before completion with satisfactory progress/standard**

Alex’s discharge status would be c because Alex’s treatment counselor identified three treatment goals for Alex: complete 90 days of outpatient treatment, seek employment, and make plans to obtain his GED. Alex completed only 50 of the planned 90 days of service



and arranged to earn his GED but he did not seek employment. Alex was also available to be interviewed so his counselor could collect his CalOMS Tx discharge data.

**Answer for Scenario 5: e left before completion with unsatisfactory progress/standard**

Like Alex, in scenario 4, Mary only partially completed the goals of the treatment plan developed by her treatment counselor. Mary's treatment goals were to complete 120 days of treatment and meet with a reunification counselor. Though, Mary met with a reunification counselor she completed only 78 of the planned 120 days of treatment. Though Mary declined the referral, her treatment counselor referred her to finish the remainder of her 120 days. Mary also completed a CalOMS Tx discharge interview. Therefore, the discharge status that best fits and enables the provider to report Mary's outcome data is "completed treatment with unsatisfactory progress - standard."

**Answer for Scenario 6: f – left before completion with unsatisfactory progress/administrative**

Carrie should be administratively discharged using discharge code 6 (f above). This is because Carrie participate in only 15 days of her planned 120 days of treatment, relapsed, and violated her probation; so, Carrie did not make much progress in completing the goals of her treatment plan. Further, Carrie could not be located by her outpatient program to collect the CalOMS Tx discharge data. Though Carrie was referred to a residential program after violating her probation, this referral was not made by her treatment counselor and the outpatient program is unaware of the referral Carrie received for residential treatment.

**Answer for Scenario 7: h – incarceration/administrative**

Jackie's situation requires that the program discharge her under discharge code 8 (incarceration). Since Jackie was arrested prior to completing the goals of her treatment the program cannot refer her or collect CalOMS Tx data from her.

**Answer for Scenario 8: e – left before completion with unsatisfactory progress/standard**

This is the most appropriate discharge status for Elizabeth because she missed some appointments and increased the use of her secondary drug. Elizabeth's treatment counselor referred her to a different type of treatment service and collected the CalOMS Tx data from her.



Exhibit A.2 (Licensed Software)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT A.2  
LICENSED SOFTWARE**

This Exhibit A.2 (Licensed Software) is an attachment and addition to the Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution dated for reference purposes as of the Effective Date (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Netsmart Technologies, Inc. (“**Contractor**”) and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

**1. LICENSED SOFTWARE**

No.	PRODUCT NAME
1.	myAvatar (License) - RADPlus - Cal-PM with State Reporting - MSO - CWS and e-Signature (no hardware) - Web Services (Modeled Forms Only) - Data Extract Middleware - Identity Manager - Incident Tracking - CarePOV Clinician (Subscription)
2.	ProviderConnect (Subscription) - Security per agreement included
3.	CareSuite - CareConnect (Subscription) - CarePathways KPI (Subscription)
4.	MyLearning (Subscription)

**2. THIRD-PARTY PRODUCTS WITH INDEPENDENT CONDITIONS**

No.	PRODUCT NAME
1.	American Society of Addiction Medicine (ASAM) - ASAM Criteria (Subscription) - ASAM Triage (Subscription)
2.	Intelligent Medical Objects, Inc - Diagnostic Content Service (Subscription)
3.	Lexmark Enterprise Software, LLC (Perceptive Software, Inc) - Document Capture (License)
4.	MedAllies, Inc - CareConnect Inbox (Subscription)
5.	Carequality (Subscription)
6.	SAP - Crystal Reports (License)



## Exhibit A.3 (System Architecture)

to the

## Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution

[Exhibit to be finalized and included for execution]



Exhibit A.4 (Acceptance Certificate)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**Exhibit A.4  
ACCEPTANCE CERTIFICATE**

Contractor is submitting this Acceptance Certificate to the County Project Manager and the County Project Director for Approval in connection with the Deliverable described below. This Acceptance Certificate must be Approved by the County Project Manager and the County Project Director, as evidenced by the County Project Manager's and the County Project Director's signature below, before Contractor can invoice County for payment in connection with the Deliverable.

<b>TO BE COMPLETED BY CONTRACTOR</b>	
Deliverable Number:	Title of Deliverable:
Deliverable Description:	Agreement/Statement of Work Reference:
Deliverable Acceptance Criteria (include agreed upon requirements, formats and contents, related to Deliverable):	
Signature:	
Submitted by:	
Phone Number:	
Email:	
Submission Date:	

<b>CONTRACTOR PROJECT DIRECTOR OR CONTRACTOR PROJECT MANAGER SIGNOFF (FOR KEY DELIVERABLES):</b>	
County Project Director Approval:	County Project Manager Approval
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

<b>COUNTY APPROVAL/ACCEPTANCE</b>	
County Project Manager Approval	County Project Director Approval
Signature:	Signature:
Name:	Name:
Date:	Date:
Comments:	Comments:





Exhibit A.5 (Recommended Configuration)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT A.5**  
**CLIENT ENVIRONMENT SPECIFICATIONS**

This Exhibit A.5 (Recommended Configuration) is an attachment and addition to the Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution dated for reference purposes as of the Effective Date (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Netsmart Technologies, Inc. (“**Contractor**”) and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

**1. USER TERMINAL MINIMUM SPECIFICATIONS**

**MyAvatar User’s Computer (Minimum)**

<b>Processor</b>	1 gigahertz (GHz) or faster 32-bit (x86) or 64-bit
<b>Operating System</b>	Windows 7, 8* (8.1*) Note – Windows 8 RT is not Supported)
<b>RAM</b>	1 GB memory or greater
<b>Hard Disk Space</b>	1 GB or greater
<b>Monitor</b>	VGA or higher (1024 x 768 pixels)  Monitors with resolution known as 1080p or (1920x1080) and K / Ultra HD (3840 x 2160), 2K / QHD (2560 x 1440) is not supported. This includes all high resolution and retina displays such as (Microsoft Surface and HP Spectre) myAvatar will show very small. Support for these is targeted post the release of Java 9 with an estimated release of July 2017.
<b>Mouse</b>	Microsoft Mouse, or compatible pointing device
<b>Browser</b>	IE 9 (Windows 7) IE 10 (Windows 7, 8); IE 11 (Windows 7, 8.1, 10); (IE 32-bit only in compatibility mode); Chrome (16-48); Firefox (10-44)
<b>Java</b>	JRE 1.6. u22 to u49 (Known security faults, not recommended) (Windows 8+ requires JRE 1.6 u38 or later versions)  JRE 1.7.0_45  JRE 1.7.0 u51 (RADplus 2011 or higher + MW Build 2014.01.00.1276 or higher)  JRE 1.7 u55 to u80 (RADplus 2011 or higher + MW Build 2014.01.00.1276 or higher)  JRE 1.8 u5 to u71,73* (RADplus 2011 or higher + MW Build 2014.01.00.1276 or higher)  JRE 1.8 u77 - u111), Requires MW Build 2016.01.00 build 1735  JRE patch-set updates are not supported. This includes 8u72 and 8u74
<b>Network Requirement</b>	50kbs per Concurrent user Latency below 70ms

**ProviderConnect User’s Computer (Minimum)**

<b>Processor</b>	1 gigahertz (GHz) or faster 32-bit (x86) or 64-bit
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<b>Operating System</b>	Windows 7, 8* (8.1*) Note – Windows 8 RT is not Supported)
<b>RAM</b>	1 GB memory or greater
<b>Hard Disk Space</b>	1 GB or greater
<b>Monitor</b>	VGA or higher (1024 x 768 pixels)
<b>Mouse</b>	Microsoft Mouse, or compatible pointing device
<b>Browser</b>	IE 9 (Windows 7) IE 10 (Windows 7, 8); IE 11 (Windows 7, 8.1, 10); (IE 32-bit only in compatibility mode); Chrome (16-48); Firefox (10-44)
<b>Network Requirement</b>	30kbs per Concurrent user Latency below 90ms

## 2. USER TERMINAL RECOMMENDED SPECIFICATIONS

### MyAvatar User's Computer (Recommended)

<b>Processor</b>	2 gigahertz (GHz) or faster 32-bit (x86) or 64-bit
<b>Operating System</b>	Windows 7, 8* (8.1*), 10 Note – Windows 8 RT is not Supported)
<b>RAM</b>	2 GB memory or greater
<b>Hard Disk Space</b>	2 GB or greater
<b>Monitor</b>	VGA/XGA (1024 x 768 pixels) or higher  Monitors with resolution known as 1080p or (1920x1080) and K / Ultra HD (3840 x 2160), 2K / QHD (2560 x 1440) is not supported. This includes all high resolution and retina displays such as (Microsoft Surface and HP Spectre) myAvatar will show very small. Support for these is targeted post the release of Java 9 with an estimated release of July 2017.
<b>Mouse</b>	Microsoft Mouse, or compatible pointing device
<b>Browser</b>	IE 10 (Windows 7, 8); IE 11 (Windows 7, 8.1, 10); (IE 32bit only in compatibility mode); Chrome (48); Firefox (44)
<b>Minimum Java Requirement</b>	JRE 1.8 u77-111 Requires MW Build 2016.01.00 build 1735  JRE patch-set updates are not supported. This includes 8u72 and 8u74
<b>Network Requirement</b>	75kbs+ per Concurrent User Latency below 40ms

### ProviderConnect User's Computer (Recommended)

<b>Processor</b>	2 gigahertz (GHz) or faster 32-bit (x86) or 64-bit
<b>Operating System</b>	Windows 7, 8* (8.1*), 10 Note – Windows 8 RT is not Supported)
<b>RAM</b>	2 GB memory or greater
<b>Hard Disk Space</b>	2 GB or greater
<b>Monitor</b>	VGA/XGA (1024 x 768 pixels) or higher
<b>Mouse</b>	Microsoft Mouse, or compatible pointing device
<b>Browser</b>	IE 10 (Windows 7, 8); IE 11 (Windows 7, 8.1, 10); (IE 32bit only in compatibility mode); Chrome (48); Firefox (44)
<b>Network Requirement</b>	50kbs+ per Concurrent User Latency below 60ms

### 3. COMPATIBLE SIGNATURE PADS

The following list of signature pad models are compatible with the Solution. County may elect to use signature pads in its sole discretion. Signature pads are not required to use the Solution.

No.	PRODUCT
1.	Topaz - AV Signature Pad Model T-S460-HSB-R
2.	Topaz - 2) AV Signature Pad Model T-LBK460-HSB-R – Sig Lite LCD
3.	Topaz - AV Signature Pad Model T-LBK462-HSB-R Signature Gem LCD
4.	Topaz - Av Signature Pad Model T-LBK755-BHSB-R Signature Gem LCD
5.	Topaz - AV Signature Pad Model T-S460BSB-R SigLite
6.	Topaz - AV Signature Pad Model T-LBK462-BSB-R Signature Gem LCD



## Exhibit A.6 (Enhanced Support Services Statement of Work)

to the

## Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution

**EXHIBIT A.6**  
**ENHANCED SUPPORT SERVICES STATEMENT OF WORK**

**1. Introduction**

This Exhibit A.6 (Enhanced Support Services Statement of Work) (sometimes referred to in this Exhibit as “this SOW”) is an attachment and addition to the Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution dated for reference purposes as of the Effective Date (the “Agreement”) entered into by and between the County of Los Angeles (“County”) and Netsmart Technologies, Inc. (“Contractor”) and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this SOW, the terms of the Agreement shall prevail and nothing in this SOW shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Agreements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this SOW and are Approved. This SOW includes any attachments hereto. Any capitalized terms not defined in this SOW shall have the same meanings as used in the Agreement.

**2. Tasks**

Contractor will perform the following tasks as part of the Services under this Statement of Work (Enhanced Support Services Statement of Work):

<b>Task – 1 Provide Enhanced Support Services</b>
<p><b>Task Description</b></p> <p><b>Introduction</b></p> <p>Contractor shall provide Enhanced Support Services for a period of two (2) years from the date of Phase 1 Go-Live, and for additional periods thereafter as purchased by County as Optional Work. As part of the Enhanced Support Services, Contractor will coordinate with County to effectively manage System Revisions and Application Management Services. The Enhanced Support Services shall include:</p> <ul style="list-style-type: none"><li>• Revision Management Services, including evaluation, coordination, testing and production implementation; and</li><li>• Application Management Services, including table changes, user management and other systems administration and configuration activities as described below.</li></ul> <p><b>Enhanced Support Services Expectations</b></p> <p>Without limiting Contractor’s Service Level obligations as set forth in Exhibit B (Service Level Agreement), on-site Enhanced Support Services will be provided Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time, and remote Enhanced Support Services will be provided Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time, excluding Contractor and County holidays unless agreed to in advance by the parties. Notwithstanding the foregoing, Contractor shall provide Enhanced Support Services outside of these times as appropriate for Contractor to meet its obligations under this Exhibit A.6 (Enhanced Support Services Statement of Work), Exhibit B (Service Level Agreement), or the Agreement.</p> <p>Enhanced Support Services that are an inherent, necessary, or a customary part of the day-to-day Services and use of the System (“Business as Usual” or “BAU”) are included in the Enhanced Support Services. A “Non-Recurring Initiative” or “NRI” shall mean a discrete unit of non-recurring work that</p>

**Task – 1 Provide Enhanced Support Services**

is (a) not BAU; and (b) not required to be performed by Contractor to meet the Service Levels set forth in Exhibit B (Service Level Agreement). NRI’s are to be addressed as Optional Work as defined in the Agreement.

The parties anticipate that from time to time there will be work efforts that will arise for which guidance may be needed to differentiate such work as either BAU or a NRI. Depending on the scope, volume and timing of such work, Enhanced Support Services that are typically characterized as BAU may be treated as a NRI. The characteristics and examples below are provided to assist the parties in making those determinations.

Typically, BAU has some or all of the following characteristics:

- Routine in nature (i.e., similar or same work has been done before);
- Limited resources and duration that does not require a material delay or deferment of the performance of the existing Services;
- Skill sets are a part of the Contractor personnel that deliver BAU;
- Is needed to maintain ongoing reliable performance and secure systems operations; and/or
- Is needed to maintain and incrementally enhance the use, performance, value, or effectiveness of the System

However, certain or all above tasks if performed in connection with (1) the specific acquisition of a new behavioral health hospital, (2) a different Drug Medical Waiver with significantly different requirements requiring System-wide and substantial modifications to the workflows, or (3) other activities requiring System-wide and substantial modifications to the workflows, for example, would be a discrete unit of non-recurring work and would be treated as an NRI.

**Subtasks/Deliverables**

**Subtask 1.1 – Establish Enhanced Support Services Delivery Model for County**

Contractor will develop an Enhanced Support Services Delivery Model, including:

- Description of Enhanced Support Services as listed in Subtasks 1.2 (Develop Revision Management Process) through 1.6 (Implement Application Management Services Changes);
- Contractor and County roles and responsibilities for Enhanced Support Services;
- Enhanced Support Services governance model for interaction with County;
- Approach to ensure continuity and knowledge transfer as Enhanced Support Services resources change;

**Deliverable 1.1 – Enhanced Support Services Delivery Model**

- Enhanced Support Services Delivery Model
- Quarterly utilization and delivery meetings

**Acceptance Criteria**

- Enhanced Support Services Delivery Model addresses all elements described in Subtask 1.1 (Establish Enhanced Support Services Delivery Model for County).
- Enhanced Support Services Delivery Model has been Approved by County.

### Task – 1 Provide Enhanced Support Services

- Reporting frequency and method, including approach for updating changes as metrics, requirements, and applications evolve;
- Scheduling approach and County review for maintenance windows;
- Approach for Regression Testing, including:
  - Selection/development of Regression Test scripts;
  - Testing process; and
  - Testing exit criteria;
- Methodology for review and updating Enhanced Support Services Delivery Model; and
- Process for issue resolution.

Contractor and County shall meet quarterly to discuss County’s utilization and Contractor’s delivery of the Enhanced Support Services. The Contractor and County Program Directors will be required to attend these meetings. The focus of such discussions shall include:

- Identifying opportunities to promote County’s thoughtful consumption of the Enhanced Support Services;
- Improving the efficiency and quality of the Enhanced Support Services process including the types of requests, their priorities and overall level of effort required for such Services;
- Improving the quality and value of the Enhanced Support Services to County;
- In the event Contractor believes County is unnecessarily or inefficiently consuming Enhanced Support Services, Contractor shall identify specific recommendations on how County can more effectively manage its use based on this Exhibit A.6 (Enhanced Support Services Statement of Work);
- In the event County believes Contractor’s delivery of the Enhanced Support Services requires improvement, County shall make specific recommendations for improvements;
- After consideration of any issues, Contractor and County shall engage in good faith



<b>Task – 1 Provide Enhanced Support Services</b>	
<p>discussions toward the goal of balancing competing elements regarding the delivery and use of the Enhanced Support Services.</p> <p>The Enhanced Support Services Delivery Model shall include elements addressing knowledge transfer for County’s eventual transition off of the Enhanced Support Services, including:</p> <ul style="list-style-type: none"> <li>• Approaches for transferring knowledge and measuring effectiveness;</li> <li>• Mitigation strategies or steps to address the County-specific or typical challenges that the Contractor has faced in successfully transferring knowledge;</li> <li>• Transfer of test scripts for automated regression testing and related documentation;</li> <li>• Target audiences (e.g., County information technology and functional personnel, support teams, other subject matter experts, and trainers); and</li> <li>• Criteria and processes for “hand off” of application management services and Revision management procedures from Contractor’s Enhanced Support Services team to County team.</li> </ul> <p>Throughout the period Contractor provides Enhanced Support Services, Contractor will maintain, and may update, the Enhanced Support Services Delivery Model.</p> <p>Contractor will review the Enhanced Support Services Delivery Model with County.</p> <p>Contractor will incorporate County feedback and proposed changes into the County-specific Enhanced Support Services Delivery Model and submit a final version to County for Approval.</p>	
<p><b>Subtask 1.2 – Develop Revision Management Process</b></p> <p>Contractor shall develop a Revision Management Process for managing Licensed Software and Third-Party Product Revisions, including:</p> <ul style="list-style-type: none"> <li>• Providing an overview of the strategy for release management of Revisions;</li> </ul>	<p><b>Deliverable 1.2 – Revision Management Process</b></p> <ul style="list-style-type: none"> <li>• Revision Management Process</li> </ul> <p><b>Acceptance Criteria</b></p> <ul style="list-style-type: none"> <li>• Revision Management Process addresses all elements described in Subtask 1.2 (Develop Revision Management Process).</li> </ul>

### Task – 1 Provide Enhanced Support Services

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| <ul style="list-style-type: none"><li>• Specifications for Revision Plans to be developed for each implemented Revision;</li><li>• Describing the processes and tasks that will be followed for Revision Management, including:<ul style="list-style-type: none"><li>○ Review Revisions for impacts to features, functions, and requirement, including County;</li><li>○ Communication coordination process to determine Revision critical path for production implementation;</li><li>○ Release testing and results reporting Revisions;</li><li>○ Risk analysis and reporting;</li><li>○ Maintaining and updating Interfaces for compatibility with Revisions.</li><li>○ Process for production implementation of Revisions; and</li><li>○ Release exception process for priority Revisions and or hot fixes.</li></ul></li><li>• Methodology for analyzing user impact, and processes and channels for communicating information regarding Revisions to users, including:<ul style="list-style-type: none"><li>○ Communications plan to notify users of important information before and after Revision implementation</li><li>○ User communications channels, e.g. newsletters, emails, or notifications within the System</li><li>○ Communications address anticipated user impact—e.g., if workflows and user interfaces will not be affected, a simple advance notification indicating an upcoming System update may be sufficient; otherwise, the communications may require multiple emails, flyers, fact sheets, FAQs, provider bulletins, etc.</li></ul></li><li>• Describing a Revision Management review/feedback process for ongoing improvements; and</li><li>• Identifying dependencies between Revision Management, Application Management</li></ul> | <ul style="list-style-type: none"><li>• Revision Management Process has been Approved by County.</li></ul> |
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<b>Task – 1 Provide Enhanced Support Services</b>	
<p>Services, helpdesk functions, and business changes that must be considered as part of the Revision Management Process.</p>	
<p><b>Subtask 1.3 – Conduct Revision Management</b></p> <p>Contractor will manage and implement Licensed Software and Third-Party Product Revisions.</p> <p>Coordinate internally within Contractor to ensure the obligations under Section 3.5 (Hosting Revisions) of Exhibit N (Additional Hosting Services Terms and Conditions) are executed in connection with the Revision.</p> <p>Contractor will create Revision Plans for implementing Revisions, including:</p> <ul style="list-style-type: none"> <li>• Communications strategy;</li> <li>• Impact of the Revision, including: <ul style="list-style-type: none"> <li>○ Required County workflow changes;</li> <li>○ Training needs; and</li> <li>○ User impact from the changes;</li> </ul> </li> <li>• Communications plan and user communications;</li> <li>• List of changes that may require County to update training;</li> <li>• Test plan;</li> <li>• Back out plan as appropriate;</li> <li>• Test scripts; and</li> <li>• Validation of code packages upon the install of the package.</li> </ul> <p>Contractor and County will jointly determine Revision schedule and time of implementation.</p> <p>Contractor shall implement Revisions in accordance with the Revision Management Process and the specific Revision Plan, including:</p> <ul style="list-style-type: none"> <li>• Installing Revisions to all relevant Hosting Environments with County Approval and sync all Hosting Environments as necessary;</li> <li>• Developing and maintaining regression test scripts;</li> <li>• Performing automated regression testing (beginning within eight (8) months of Phase 2 Go-Live);</li> </ul>	<p><b>Deliverable 1.3 – Revision Management</b></p> <ul style="list-style-type: none"> <li>• Revision Management</li> <li>• Implemented Revisions to the Solution</li> <li>• Regression Testing</li> <li>• Revision Impact Reports</li> <li>• Revision Testing Reports</li> <li>• Revision Risk Reports</li> <li>• Revision Improvement Reports</li> </ul> <p><b>Acceptance Criteria</b></p> <ul style="list-style-type: none"> <li>• Revisions are implemented as described in subtask 1.3 (Conduct Revision Management).</li> </ul>

<b>Task – 1 Provide Enhanced Support Services</b>	
<ul style="list-style-type: none"> <li>• Resolving problems/incidents found in Regression and Integration Testing.</li> </ul> <p>County will conduct Integration Testing with remote support from Contractor.</p> <p>Contractor shall provide reports on Revision Management Services, including:</p> <ul style="list-style-type: none"> <li>• Revision Impact Reports (per Revision)</li> <li>• Revision Testing Reports (per Revision)</li> <li>• Revision Risk Reports (per Revision)</li> <li>• Revision Improvement Reports (quarterly)</li> </ul>	
<p><b>Subtask 1.4 – Develop Application Management Services Change Plan</b></p> <p>Contractor will work with County to establish and mutually agree upon Application Management Services change control processes, including system administration (table changes, user management, etc.) and configuration changes (forms, reports and other non-source code changes).</p> <p>Contractor will develop and implement a formal Application Management Services Change Plan incorporating all Application Management Services and related change control processes, including:</p> <ul style="list-style-type: none"> <li>• Providing a strategy for implementing system administration and configuration changes;</li> <li>• Providing advice and direction to County regarding systems administration and configuration change requests;</li> <li>• System administration and configuration change implementation procedures, including submission, analysis and prioritization of requests;</li> <li>• Application Management Services change Approval process;</li> <li>• Execution details for system administration and configurations and other non-source code changes; and</li> <li>• Validation of system administration and configuration changes.</li> <li>• Describing the processes and tasks that will be followed for Application Management</li> </ul>	<p><b>Deliverable 1.4 – Application Management Services Change Plan</b></p> <ul style="list-style-type: none"> <li>• Application Management Services Change Plan</li> </ul> <p><b>Acceptance Criteria</b></p> <ul style="list-style-type: none"> <li>• Application Management Services Change Plan addresses all elements described in Subtask 1.4 (Develop Application Management Services Change Plan).</li> <li>• Application Management Services Change Plan has been Approved by County.</li> </ul>

<b>Task – 1 Provide Enhanced Support Services</b>	
<p>Services tasks (including system administration and configuration changes):</p> <ul style="list-style-type: none"> <li>○ Process flow for application change communications, reviews, testing and release;</li> <li>○ Validation process for confirming Application Management Services requests prior to performing work;</li> <li>○ Process for team coordination during Application Management Services tasks, including system administration and configuration changes;</li> <li>○ Implementing procedures for (1) configuration changes to forms, reports, widgets, consoles etc., and (2) system administration changes to tables, user administration, static tables etc.;</li> <li>○ Testing process for system administration and configuration changes (prior to Revisions release management); and</li> <li>○ Required reporting for Application Management Services.</li> </ul>	
<p><b>Subtask 1.5 – Provide Application Management Services</b></p> <p>Contractor will design and implement a formal Application Management Services Process for Application Management Services, including configurations and other non-source code changes made to the Licensed Software and Third-Party Products, including:</p> <ul style="list-style-type: none"> <li>● Communication between Enhanced Support Services and Project teams during build and deployment;</li> <li>● Criteria and processes for “hand off” of Application Management Services from Contractor’s Project team to Contractor’s Enhanced Support Services team;</li> <li>● Developing and maintaining Application Management Services policies and procedures;</li> <li>● Establishing and maintaining process for tracking Application Management Services changes;</li> </ul>	<p><b>Deliverable 1.5 – Application Management Services</b></p> <ul style="list-style-type: none"> <li>● Application Management Services Process</li> <li>● Application Management Services</li> </ul> <p><b>Acceptance Criteria</b></p> <ul style="list-style-type: none"> <li>● Application Management Services Process addresses all elements described in Subtask 1.5 (Provide Application Management Services).</li> <li>● Application Management Services address all elements described in Subtask 1.5 (Provide Application Management Services).</li> </ul>

<b>Task – 1 Provide Enhanced Support Services</b>	
<ul style="list-style-type: none"> <li>• Establishing and maintaining guidelines for different Hosting Environments (Build, Training, Production, etc.) as they relate to the various Application Administration Services;</li> <li>• Establishing and maintaining guidelines for importing and exporting configurations and application set-ups to and from different Hosting Environments;</li> <li>• Establishing and maintaining process for deploying and backing out of configuration items and application set-ups as available;</li> <li>• Providing and maintaining a change management system to report and track changes made by Contractor;</li> <li>• Establishing and maintaining configuration and application set-up baselines as reference points for rebuilds;</li> <li>• Providing ability to revert to stable application and configuration states as available; and</li> <li>• Establishing and maintaining processes for verifying the accuracy of application changes and configuration items and adherence to the Application Management Services Process, and identifying process deficiencies.</li> <li>• Communication between Contractor’s Enhanced Support Services team and the helpdesk team(s);</li> </ul> <p>Contractor shall provide Application Management Services of the System in accordance with the Application Management Services Process.</p> <p>Application Management Services may be provided through remote Contractor resources.</p>	
<p><b>Subtask 1.6 – Implement Application Management Services Changes</b></p> <p>Contractor will implement Licensed Software and Third-Party Product system administration and configuration changes in accordance with the Application Management Services Change Plan developed in Subtask 1.4 (Develop Application Management Services Change Plan) as requested by County, including:</p>	<p><b>Deliverable 1.6 – Implemented Application Management Services Changes</b></p> <ul style="list-style-type: none"> <li>• Implemented Licensed Software and Third-Party Product Application Management Services changes</li> <li>• Bi-Weekly Application Change Reports</li> </ul> <p><b>Acceptance Criteria</b></p> <ul style="list-style-type: none"> <li>• Application Management Services changes are implemented as described in Subtask 1.6</li> </ul>

**Task – 1 Provide Enhanced Support Services**

- Modification to user setups, preferences, etc.;
- Addition of code sets and changes to code sets;
- Building and modifying forms, reports, widgets, consoles, tables, etc.;

Contractor will provide County with a detailed requirements document for requested application changes, including configuration changes and other non-source code changes that are requested to the Licensed Software and Third-Party Products. The requirements document will include:

- Design considerations;
- Build steps;
- Integration points; and
- Steps to validate the change, including training, and communication needs.

Contractor will analyze each request and provide County with a proposed Application Management Services change implementation schedule.

Contractor will implement requests based on County-Approved prioritization and implementation schedule, and work with County to coordinate testing and implementation to the various Hosting Environments including final move to production.

Contractor will provide a centralized tracking system to track Application Management Services activities, including system administration changes, configuration changes and other non-source code requests.

Contractor will provide bi-weekly Application Management Services Change Reports regarding system administration changes and configuration changes, including:

- Tracking and reporting any Application Management Services change issues, including system administration and configuration issues; and
- Recommending Application Management Services improvements, including system

(Implement Application Management Services Changes).

**Task – 1 Provide Enhanced Support Services**

administration and configuration changes, based on Contractor's expertise and knowledge of County workflows and processes.	
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Exhibit A.7 (Help Desk Services Statement of Work)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT A.7**  
**HELP DESK SERVICES STATEMENT OF WORK**

**1. Introduction**

This Exhibit A.7 (Help Desk Services Statement of Work) (sometimes referred to in this Exhibit as “**this SOW**”) is an attachment and addition to the Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution dated for reference purposes as of the Effective Date (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Netsmart Technologies, Inc. (“**Contractor**”) and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this SOW, the terms of the Agreement shall prevail and nothing in this SOW shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Agreements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this SOW and are Approved. This SOW includes any attachments hereto. Any capitalized terms not defined in this SOW shall have the same meanings as used in the Agreement.

**2. Tasks**

Contractor will perform the following tasks as part of the Services under this Statement of Work (Help Desk Services Statement of Work):

**Task 1 – Post Go-Live Help Desk Level 1/Level 2 Services**

**Task Description**

The County will be migrating their help desk services to an Agency help desk service over the next several months – expected to be 12-24 months. The Agency help desk service will at a minimum cover all Help Desk Level 1 activities as defined by the County. In addition, SAPC is doing a rapid implement of their Substance Use Disorder Managed Care Information System (SUD-MCIS) to address the business changes required to support the County’s participation in the State Drug Medi-Cal Organized Delivery Service. To support these transitions, Contractor will be providing specialized help desk services under this agreement. Contractor shall provide the following help desk services as further described in this Task 1 (Post Go-Live Help Desk Level 1/Level 2 Services):

1. Help Desk Level 1 support Services, for one (1) year, beginning upon Phase 1 Go-Live; and
2. Help Desk Level 2 support Services, for two (2) years, beginning upon the termination of Phase 1 Go-Live support, provided in accordance with the Go-Live Plan, as set forth in Subtask 8.4 (Provide Go-Live Support) of Exhibit A (Statement of Work).

Contractor shall also provide Help Desk Level 1 support Services and/or Help Desk Level 2 support Services for additional periods if purchased by County as Optional Work.

These Services will allow the County to plan and successfully execute its migration to the Agency help desk. It will also remove initial level 2 help desk responsibilities from SAPC staff so that they will be able to focus on the business transition prior to adding on the additional responsibilities for help desk level 1 and/or 2 services.

For purposes of discussion between Contractor and County, the Help Desk Level 1/Level 2 Services are based on supporting 4000 contract provider end users (expected to use ProviderConnect) and 134 concurrent SAPC users (expected to use myAvatar), and Netsmart estimates that the help desk level 1

**Task 1 – Post Go-Live Help Desk Level 1/Level 2 Services**

ticket volume will average 1500 tickets per month (1:3 ratio of tickets to end users), and the help desk level 2 ticket volume will average 600 tickets per month (1:7 ratio of tickets to end users).

The following assumptions are included for this Task 1 (Post Go-Live Help Desk Level 1/Level 2 Services):

- Netsmart will provide a level 1 and level 2 ticket tracking system for providing these services. Note this will be a different ticket system than the NetsmartCares system;
- Service Levels related to help desk level 1 or level 2 services (defined in this Task 1 (Post Go-Live Help Desk Level 1/Level 2 Services)) are not part of the Contractor’s service levels related to its help desk operations;
- County will provide Contractor with access to a help desk workstation/computer, telephone, and/or other equipment provided to County help desk staff to Contractor provided help desk staff within County network. Contractor is not required to purchase or rent any supplies, software, hardware, tools, equipment, or services from County for onsite staff or remote staff (as applicable);
- Contractor remote staff will work from Contractor’s Help Desk site or call center, and staff identified as “on-site” will be housed at SAPC’s facilities as designated by County;
- County will provide existing documentation on contact procedures for other vendors;
- County will provide existing documentation on existing triage procedures for current ticket processing;
- County will provide existing documentation on existing escalation procedures for support tickets and/or processes;
- County will provide business expertise resources to address tickets related to business questions including documenting the resolution for those tickets; and
- County and Contractor will manage and adjust the help desk process to be mutually beneficial to the SUD-MCIS solution based on data and observations in establishing new help desk level 1 and level 2 services for these new/expanded users and volumes.

**Subtasks/Deliverables**

**Subtask 1.1 – Develop Help Desk Level 1/Level 2 Plan**

Contractor shall develop a plan for Help Desk Level 1/Level 2 Services specific to SAPC. The plan shall address, at a minimum, the following requirements and Services:

- Provide an overview of the strategy for providing Help Desk Level 1 Services and Help Desk Level 2 Services;
- Include description of the Help Desk staffing plan to address the Help Desk Level 1 Services:

**Deliverable 1.1 – Help Desk Level 1/Level 2 Plan**

- Help Desk Level1/Level 2 Plan

**Acceptance Criteria**

- Help Desk Level1/Level 2 Plan addresses all elements described in Subtask 1.1 (Develop Help Desk Level 1/Level 2 Plan).
- Help Desk Level1/Level 2 Plan has been Approved by County.

## Task 1 – Post Go-Live Help Desk Level 1/Level 2 Services

- Contractor will provide 24x7x365 support for Help Desk Level 1 including shift coverage to accommodate all hours of the day;
- Level of onsite staffing and remote staffing for Help Desk Level 1 functions;
- Taking and managing calls and reviewing online submitted tickets related to the solution for all myAvatar (SAPC) and ProviderConnect (contract provider) end users;
- Recording ticket's taken by phone or work with end user to submit ticket electronically (goal is to eliminate calls to priority tickets);
- Address the volume of tickets described as part of Task 1 (Post Go-Live Help Desk Level 1/Level 2 Services);
- Include description of the Help Desk staffing plan to address the Help Desk Level 2 Services:
  - Contractor will provide Help Desk Level 2 support during the hours of 8:00 AM to 5:00 PM Pacific Time;
  - Level of onsite staffing and remote staffing for Help Desk Level 2 functions;
  - Managing tickets that have been triaged from help desk level 1 related specifically to the myAvatar (SAPC) and ProviderConnect (contract provider) system;
  - Recording ticket status updates and/or resolutions;
  - Contacting ticket stakeholders to move the tickets resolution forward;
  - Triage tickets to Contractors help desk when it has been identified as a system defect, performance or other issue that falls under the Contractor's provided Maintenance and Support Services;

## Task 1 – Post Go-Live Help Desk Level 1/Level 2 Services

- Participate in County SUD-MCIS change control process (not more than once per week);
- Address the volume of tickets described as part of Task 1 (Post Go-Live Help Desk Level 1/Level 2 Services);
- Describe a maximum 4 tier ticket priority system (Level 1 Highest/Emergency, Level 2 Important, Level 3 Need and Level 4 Lowest/Want) and set reasonable ticket level response and resolution times based on the ticket priority, business objectives and patient care;
- Include a description of Help Desk documentation to become part of the service which should include:
  - End User Guide for ticket creation and required information and descriptions— who, when, where, what, category, solution/module, reproducible, severity/impact, etc.—including guidelines for recommended ticket submission process (e.g. high priority issues called in)
  - End user frequently asked questions (FAQ) and resolution steps documentation
  - Help Desk User Guide document (for help desk staff) to address:
    - Ticket triage process including status updates and resolution processes
    - specific ticket categories (hardware, network, access, setup, password)
    - how to work with other County vendors that affect the support/tickets related to the System
    - ticket escalation requests from end users or managers
  - Help Desk Managers User Guide for ticket performance management and escalation activates including required management reporting

<b>Task 1 – Post Go-Live Help Desk Level 1/Level 2 Services</b>	
<p>The Help Desk Level1/Level 2 Plan shall include elements addressing knowledge transfer for County’s eventual transition off of the Help Desk Level1/Level 2 Services, including:</p> <ul style="list-style-type: none"> <li>• Approaches for transferring knowledge and measuring effectiveness;</li> <li>• Mitigation strategies or steps to address the County-specific or typical challenges that the Contractor has faced in successfully transferring knowledge;</li> <li>• Transfer of help desk procedures, scripts, and other documentation;</li> <li>• Target audiences (e.g., County help desk staff, information technology personnel, other subject matter experts, etc.); and</li> <li>• Criteria and processes for “hand off” of Help Desk Level1/Level 2 operations from Contractor’s team to County’s team.</li> </ul>	
<p><b>Subtask 1.2 – Provide Help Desk Documentation</b></p> <p>Include the following Help Desk documentation components as determined by currently available documentation and as described in the Help Desk Level 1/Level 2 Plan;</p> <ul style="list-style-type: none"> <li>• End User Guide for ticket reporting procedures</li> <li>• End User frequently asked questions (FAQ) document</li> <li>• Help Desk Users Guide</li> <li>• Help Desk Managers User Guide</li> </ul>	<p><b>Deliverable 1.2 – Help Desk documentation</b></p> <ul style="list-style-type: none"> <li>• Help Desk Documentation</li> </ul> <p><b>Acceptance Criteria</b></p> <ul style="list-style-type: none"> <li>• Help Desk Documentation addresses all elements described in Subtask 1.2 (Provide Help Desk Documentation)</li> </ul>
<p><b>Subtask 1.3 – Provide Help Desk Level 1 Services</b></p> <p>Contractor shall perform Help Desk Level 1 Services</p> <ul style="list-style-type: none"> <li>• Contractor will be responsible for staffing and running a Help Desk Level 1 service as per below and as documented in the Help Desk Level 1/ Level 2 Plan.</li> <li>• Contractor will be responsible for tracking tickets, updating ticket status (as defined in the help Desk Level1/Level 2 Plan) and</li> </ul>	<p><b>Deliverable 1.3 – Help Desk Level 1 Services</b></p> <ul style="list-style-type: none"> <li>• Help Desk Level 1 Services</li> </ul> <p>Acceptance Criteria:</p> <ul style="list-style-type: none"> <li>• Help Desk Level 1 Services address all elements described in Subtask 1.3 (Provide Help Desk Level 1 Services)</li> </ul>

## Task 1 – Post Go-Live Help Desk Level 1/Level 2 Services

monitoring the ticket status through resolution

- Contractor will either provide or verify that a documented resolution for each ticket (some resolutions may be “drop down” responses) is included before ticket closure
- Contractor shall produce Help Desk Level 1 management reports/dashboards:
  - Weekly reports or dashboard for priority tickets
  - Monthly reports or dashboard for ticket statistics (opened new, closed, still open, and filtering by status)
- Contractor will perform a quarterly review of tickets and resolutions to identify recurring problems, training gaps or other opportunities for help desk improvement
- Contractor will perform a survey every six (6) months to gather additional feedback information on the performance of the Help Desk services being provided
- The following are not included as Help Desk Level 1 services
  - solving/fixing County hardware
  - solving/fixing County network issues
  - managing County client and/or server hardware
  - managing County networks
  - solving/fixing any third party solutions not identified in the agreement
  - managing third party solutions not identified in the agreement
  - managing third party relationships related to support tickets and their resolution
  - resolving issues for applications/technology not provided by Contractor
  - resolving issues for Contractor solutions that fall outside of defined help desk

**Task 1 – Post Go-Live Help Desk Level 1/Level 2 Services**

<p>level 1 knowledge areas (to be defined in the documentation guide for help desk)</p> <ul style="list-style-type: none"><li>○ performing training for end users that have not been trained or require formal training</li><li>○ programs or locations not included as part of the agreement definitions</li></ul> <p>Notwithstanding the foregoing, Netsmart shall resolve any issues that are regularly or customarily resolved by level 1 help desk personnel, including identifying and confirming the resolution of issues, regardless if they are listed above as not included as Help Desk Level 1 Services.</p> <p>Note – Items not included in the scope can be added by mutual agreement of both parties as part of Optional Work.</p>	
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<p><b>Subtask 1.4 – Provide Help Desk Level 2 Services</b></p> <p>Contractor shall provide Help Desk Level 2 Services, including:</p> <ul style="list-style-type: none"><li>● Aiding Users who are having trouble performing their work on the System, including but not limited to:<ul style="list-style-type: none"><li>○ Navigating the System;</li><li>○ Completing documentation;</li><li>○ Accessing reports; and</li><li>○ Performing other transactions;</li></ul></li></ul> <p>Notwithstanding the foregoing, Level 2 services are not intended as a replacement for User training;</p> <ul style="list-style-type: none"><li>● Staffing and running a Help Desk Level 2 service as documented in the Help Desk Level 1/Level 2 Plan;</li><li>● Help Desk Level 2 services require that there is a help desk level 1 service in place provided by either County, Contractor or Third Party. All help desk level 2 tickets will have been triaged through the help desk level 1 service as described the Help Desk Level 1/Level 2 Plan and/or help desk documentation.</li></ul>	<p><b>Deliverable 1.4 – Help Desk Level 2 Services</b></p> <ul style="list-style-type: none"><li>● Help Desk Level 2 Services</li></ul> <p>Acceptance Criteria:</p> <ul style="list-style-type: none"><li>● Help Desk Level 2 Services address all elements described in Subtask 1.4 (Provide Help Desk Level 2 Services)</li></ul>
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## Task 1 – Post Go-Live Help Desk Level 1/Level 2 Services

- Contractor will be responsible for tracking tickets sent from a level 1 help desk, updating ticket status (as defined in the help Desk Level1/Level 2 Plan), resolving or escalating tickets for resolution and monitoring the ticket status through resolution
- Contractor help desk level 2 team will provide any additional documentation gathered and forward to County, Third Party or Contractor help desk for tickets that require additional expertise for resolution
- Contractor help desk level 2 team will either provide or verify that a documented resolution for each ticket (some resolutions may be “drop down” responses) is included before ticket is returned for closure
- Contractor will be responsible for producing Help Desk Level 2 management data (as part of the ticket documentation process) so that reports/dashboard can be populated
- Contractor will perform a quarterly review of help desk level 2 tickets and resolutions to identify recurring problems, training gaps or other opportunities for help desk improvement
- The following are not included as Help Desk Level 2 services
  - solving/fixing County hardware
  - solving/fixing County network issues
  - managing County client and/or server hardware
  - managing County networks
  - solving/fixing any third party solutions not identified in the agreement
  - managing third party solutions not identified in the agreement
  - managing third party relationships related to support tickets and their resolution
  - resolving issues for applications/technology not provided by Contractor

**Task 1 – Post Go-Live Help Desk Level 1/Level 2 Services**

- resolving issues for Contractor solutions that fall outside of defined help desk level 2 knowledge areas (for example system defects) – those items that would be triaged to Contractors help desk (Support & Maintenance)
- performing training for end users that have not been trained or require formal training
- programs or locations not included as part of the agreement definitions
- County or Third Party developed web services, interfaces or Scriptlink code
- Implementation of new products and/or services
- Changes to any solution source code

Notwithstanding the foregoing, Netsmart shall resolve any issues that are regularly or customarily resolved by level 2 help desk personnel, including identifying and confirming the resolution of issues, regardless if they are listed above as not included as Help Desk Level 2 Services.



Exhibit A.8 (Post Go-Live Training Statement of Work)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT A.8**  
**POST GO-LIVE TRAINING STATEMENT OF WORK**

**1. Introduction**

This Exhibit A.8 (Post Go-Live Training Statement of Work) (sometimes referred to in this Exhibit as “**this SOW**”) is an attachment and addition to the Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution dated for reference purposes as of the Effective Date (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Netsmart Technologies, Inc. (“**Contractor**”) and is incorporated into the Agreement by reference hereof. In the event of conflicting terms between the Agreement and this SOW, the terms of the Agreement shall prevail and nothing in this SOW shall modify or amend any provisions of the Agreement (including all components such as Statements of Work, Service Level Agreements, Exhibits, etc.) unless such modifications or amendments and the provisions of the Agreement which they modify or amend are specifically identified in this SOW and are Approved. This SOW includes any attachments hereto. Any capitalized terms not defined in this SOW shall have the same meanings as used in the Agreement.

**2. Tasks**

Contractor will perform the following tasks as part of the Services under this Statement of Work (Post Go-Live Training Statement of Work):

<b>Task 1 – Post Go-Live Contract Provider Training</b>
<b>Task Description</b>
<p>Contractor shall provide transitional training services to contract providers for a period of three (3) months following Phase 1 Go-Live, and for additional periods thereafter if purchased by County as Optional Work, to stabilize potential staff turnover at contract provider sites, reinforce System adoption efforts by contract providers, and ensure the success of the County’s participation in the State Drug Medi-Cal Organized Delivery Service for 1115 Waiver. The training services under this Task 1 (Post Go-Live Contract Provider Training) shall include the full suite of System functionality for Contract Providers, including training for County-specific programming or workflows, and usage of Third Party Products, including ASAM Continuum and Triage. All training for this task will be online instructor assisted training (not onsite training).</p> <p>Upon the completion of the transitional training services set forth in this Task 1 (Post Go-Live Contract Provider Training), Contractor shall offer training courses to contract providers directly, and will engage contract providers seeking to purchase training courses from Contractor on an ongoing basis. Contractor’s provision of training services to contract providers shall be no less comprehensive as the transitional training services set forth under this Task 1 (Post Go-Live Contract Provider Training).</p> <p>Notwithstanding the foregoing paragraph, with respect to the ongoing training services, Contractor shall notify County if the number of contract provider personnel requesting training in any month is less than thirty-two (32) individuals, and if such condition persists for three (3) consecutive months, County and Contractor shall meet to discuss the cause of the low attendance and take efforts to increase attendance. If the number of contract provider personnel requesting training continues to be less than thirty-two (32) individuals for two (2) additional consecutive months, Contractor may discontinue offering ongoing training to County’s contract providers.</p>
<b>Subtasks/Deliverables</b>

## Task 1 – Post Go-Live Contract Provider Training

### Subtask 1.1 – Create Contract Provider Training Plan

Contractor shall develop a Contract Provider Training Plan for training contract provider staff authorized to use the System, including at a minimum:

- Provide an overview of the strategy for providing transitional training services and ongoing training for contract providers, including description of training content and expected frequency of the courses/classes;
- Describe the following courses that will be prepared for transitional training services and ongoing contract provider training:
  - Contract provider claiming and management;
  - Contract provider registration, CalOMS and clinical documentation;
  - ASAM Assessment Comprehensive and Triage; and
  - Statistical Dashboard and Reporting (Carepathways KPIs);
- Define, for each training effort, the training subject areas, audience, objectives, approach, development timelines, and milestones;
- Describe the instructor-assisted online learning approach, objectives and tracking;
- Describe the process for determining the class attendees' comprehension of the course material (e.g. competency testing) and demonstrating attendee comprehension to County;
- Describe any feedback process for improving courses or attendee satisfaction with the course and/or process;
- Describe the process for County identification of contract provider end users requiring training and handoff to Contractor to track the scheduling and completion of the training – including notifications back to County that contract provider end user has completed the required courses;

### Deliverable 1.1 – Contract Provider Training Plan

- Final Contract Provider Training Plan

#### Acceptance Criteria

- Contract Provider Training Plan addresses all elements described in Subtask 1.1 (Create Contract Provider Training Plan).
- Contract Provider Training Plan has been Approved by County.

<b>Task 1 – Post Go-Live Contract Provider Training</b>	
<ul style="list-style-type: none"> <li>• Define a high-level training schedule for each class described above, based on the logical sequence of how the content should be delivered, availability of the participants and deployment timing:               <ul style="list-style-type: none"> <li>○ Include transitional period classes that will be provided for three (3) months;</li> <li>○ Include ongoing class expectations for the remainder of the Term;</li> </ul> </li> <li>• Outline any contract provider communications required to communicate the transitional training services and ongoing training requirements; and</li> <li>• Identify any dependencies between courses and processes among Contractor, County and contract providers.</li> </ul> <p>After consideration of any issues, Contractor and County shall engage in good faith discussions and balance competing elements regarding consumption and delivery.</p> <p>Contractor shall develop a draft Contract Provider Training Plan, incorporate County Feedback, and submit a Final Contract Provider Training Plan for County Approval.</p> <p>Contractor shall refine and update the Training Plan as ongoing contract provider training requirements change.</p>	
<p><b>Subtask 1.2 – Establish Transitional and Ongoing Contract Provider Training</b></p> <p>Contractor shall develop the required online (instructor-assisted) training curriculum, including:</p> <ul style="list-style-type: none"> <li>• Training outline for County’s Approval to be used by Contractor to create a customized online (instructor-assisted) training for the required courses described in the Contract Provider Training Plan;</li> <li>• Create course assessment for each course to determine attendees’ overall comprehension of covered material;</li> <li>• Create course/class surveys for course/process improvement;</li> </ul>	<p><b>Deliverable 1.2 – Establish Transitional and Ongoing Contract Provider Training</b></p> <ul style="list-style-type: none"> <li>• Training outline</li> <li>• Required training curriculum</li> <li>• Report on Online (instructor-assisted) training classes, class signup and reporting</li> </ul> <p><b>Acceptance Criteria</b></p> <ul style="list-style-type: none"> <li>• Deliverables address all elements described in Subtask 1.2 (Establish Transitional and Ongoing Contract Provider Training);</li> <li>• Training outline is Approved by the County.</li> </ul>

<b>Task 1 – Post Go-Live Contract Provider Training</b>	
<ul style="list-style-type: none"> <li>• For ongoing training, create instruction documents for course/training sign-up and payment process for contract providers; and</li> <li>• Create online access or reports to provide County with information on class/course attendees and pass/fail status for each attendee.</li> </ul>	
<p><b>Subtask 1.3 – Conduct Transitional Contract Provider Training</b></p> <ul style="list-style-type: none"> <li>• For a period of three (3) months following Phase 1 Go-Live, Contractor shall conduct training for contract provider end users who have not already been trained;</li> <li>• Contractor shall provide up to 10 training courses/classes per month during the period as requested by County, with a maximum of 16 attendees per course/class, based on the required mix of courses described in the Ongoing Contract Provider Training Plan;</li> <li>• Contractor shall provide instructors and online course materials for online (instructor assisted) courses;</li> <li>• Contractor shall measure the comprehension of the class attendees to determine whether they pass/fail the course(s) and provide each attendees’ proficiency/comprehension assessment to the County;</li> <li>• Contractor shall conduct a class/course survey as part of its course/process improvement process, including User satisfaction to be rated on a five (5) point scale;</li> <li>• Contractor shall track the courses taken by County-identified contract provider end users and report completion of the required courses to County; and</li> <li>• County shall fund the classes for the initial three (3) month transitional period.</li> </ul>	<p><b>Deliverable 1.3 – Transitional Contract Provider Training</b></p> <ul style="list-style-type: none"> <li>• Training courses/classes</li> <li>• Proficiency/comprehension assessment for each attendee</li> </ul> <p><b>Acceptance Criteria</b></p> <ul style="list-style-type: none"> <li>• Successful completion of training of all identified Users (including verification of typical proficiency/comprehension assessment results), with County-Approved documentation of the training (in Word, Excel, PDF, or PowerPoint format, as appropriate), including, at a minimum, a list of all the contract provider end users who were trained and whether each individual successfully completed the training.</li> <li>• Deliverables address all required elements described in Subtask 1.3 (Conduct Transitional Contract Provider Training).</li> </ul>



## Exhibit B (Service Level Agreement)

to the

## Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution



**EXHIBIT B**  
**SERVICE LEVEL AGREEMENT**

This Exhibit B (Service Level Agreement) describes the Service Levels to be achieved by Contractor regarding the Solution and Hosting Services. Except as provided in this Exhibit, capitalized terms shall have the meanings set forth in the body of the Agreement together with all Exhibits and Attachments.

**1. SCOPE OF SERVICES**

**A. DESCRIPTION**

Contractor shall provide Maintenance and Support Services and Hosting Services in accordance with the requirements set forth in the body of the Agreement, the applicable Tasks of Exhibit A (Statement of Work), and this Exhibit B (Service Level Agreement).

**B. DEFINITIONS**

As used herein, the term "Service Level Credit" shall have the meaning set forth in Section 8.A (Service Level Credits) in this Exhibit B (Service Level Agreement).

As used herein, the terms "Support Request Tracking System" and "SRTS" shall mean Contractor's system for reporting, tracking and monitoring resolution of System problems reported by County or identified by Contractor as set forth in Section 6.C (Service Request Tracking System).

As used herein, the term "Remote Management Tools" shall mean a suite of automated tools used by Contractor to monitor server(s) and System performance.

As used herein, the term "Severity Level" shall have the meaning set forth in Section 6.A (Identification of Deficiencies).

As used herein, the term "Support Hours" shall mean twenty-four (24) hours per day, seven (7) days per week, 365/366 days per year.

As used herein, the term "System Performance Warranty" shall have the meaning set forth in Section 7 (System Performance Warranties).

As used herein, the term "Revisions" shall have the meaning set forth in Exhibit L (Glossary) Section 152 (Revisions).

As used herein, the term "Update" shall have the meaning set forth in Exhibit L (Glossary) Section 186 (Update).

As used herein, the term "Version" shall have the meaning set forth in Exhibit L (Glossary) Section 191 (Version).

As used herein, the term "Release" shall have the meaning set forth in Exhibit L (Glossary) Section 146 (Release).

As used herein, the term "Enhancement" shall have the meaning set forth in Exhibit L (Glossary) Section 64 (Enhancement).

As used herein, the term “Monthly Maintenance and Support and Hosting Services Fees” shall mean, for a particular month, the sum of (1) the fees set forth in Exhibit C.2 (Pricing Spreadsheet) for “Hosting Services” and for “Maintenance and Support” for the row corresponding to such month, (2) Thirty Thousand Dollars (\$30,000), and (3) any additional fees for Hosting Services and Maintenance and Support Services as explicitly set forth in a Change Order or Amendment.

## **2. MAINTENANCE AND SUPPORT SERVICES**

Contractor shall provide all goods, services and other Services necessary in order to maintain the System such that it shall perform in accordance with the System Requirements and as otherwise provided in the Agreement (as defined in the Agreement collectively, “Maintenance and Support Services”). As part of Maintenance and Support Services, Contractor shall (a) correct any and all Deficiencies, including compatibility issues among System components themselves and/or among System components and the County’s environment, (b) provide Revisions to the System, including Licensed Software, (c) provide support for the System, including through Contractor’s help desk, and (d) provide standard training and training materials that are made available by Contractor to all of its customers. Contractor will provide appropriate training to County application support staff with respect to annual Updates, major software releases, or any other Revision that involves significant new or different functionality or procedures, at no additional cost to County.

### **A. Revisions**

Contractor shall provide Revisions to the System, including Licensed Software (and related Documentation) and Services to keep current with Contractor’s technology standards, industry standards including applicable Updates, Versions, Releases, or Enhancements. Additionally, Contractor shall, at all times, provide Revisions to the System, insofar as it has functionality to address the requirements for the County, and to provide functionality to maintain compliance with applicable Federal and State laws, rules and regulations.

Additionally, Contractor shall offer to County each Revision, concurrently with or promptly after a Revision is released to its general customer base. Contractor shall notify County of all Revisions to the System, including Licensed Software prior to the anticipated installation date therefor. Installation of each Revision shall be subject to prior written approval of County’s Project Manager and shall be performed at a date and time mutually agreeable to both Contractor and County. Contractor shall deliver the related Documentation for such Revision upon installation of such Revision. Contractor’s installation of such Revisions to the System, including Licensed Software, and Contractor’s obligation to provide County with standard training and training materials that are made available by Contractor to all of its customers on such Revisions shall be at no additional cost to County beyond the Maintenance and Support Fees.

Contractor shall support all environments even if the Production Environment and other environments are not running on the same Version.

### **B. County Environment**

As part of Maintenance and Support Services, Contractor shall provide ongoing maintenance of the System's compatibility with the County environment.

Prior to the installation of any Revisions to the System or installation of any New Software, Contractor shall test the compatibility in an acceptable Test Environment to validate and demonstrate the viability of

the change/enhancement with the Recommended Configuration and Contractor will perform its standard regression testing before seeking authorization from the County's Project Manager.

Additionally, with respect to compatibility with the County environment, subject to County's Project Manager's approval thereof, Contractor may revise the minimum PC hardware, software and/or network configuration requirements then specified (or then deemed to be specified) in the Exhibit A.1 (Solution Requirements) of the Agreement as required to ensure compatibility with Revisions or New Software.

Such minimum hardware, software, and network configuration requirements shall be limited to those that are (a) required to ensure compatibility with the New Software or Revision, and (b) consistent with mainstream personal computer hardware and software (i) in the case of hardware, widely available from a variety of manufacturers no less than two (2) years prior to the date of recommendation and capable of running the then-current version of Microsoft Windows, and (ii) in the case of software, widely available no less than one (1) year prior to the date of recommendation, in each case, unless otherwise approved in writing by County's Project Manager, such approval not to be unreasonably withheld.

Upon County Project Manager's written approval of the revised minimum hardware, software and/or network configuration requirements under this section, such revised minimum hardware, software and network configuration requirements shall be deemed to update the Exhibit A.1 (Solution Requirements) for all purposes under the Agreement.

For the sake of clarity, County shall bear the cost of purchasing any minimum hardware, software and/or network configuration requirements required to ensure compatibility with a new Version, as such minimum requirements are revised by Contractor in accordance with this section.

Compatibility issues between the System and County environment shall be subject to the provisions of Section 6 (Deficiency Resolution).

### **C. System Support**

Contractor shall provide operational support for the System in all environments during the Support Hours, including, without limitation, through Contractor's help desk. Such operational support shall include troubleshooting and provision of all goods or services necessary to correct any problems and to remedy Deficiencies as that term is defined in the Agreement.

Without limiting Contractor's obligations to respond to and remedy Deficiencies, Contractor shall provide a live response (i.e. not automated) to each telephone message left or issue logged by County through the Contractor's help desk or SRTS (a) during the hours of 8:00 AM to 5:00 PM Pacific Time on Business Days, (i) within two (2) hours for Severity Level 3 and 4 Deficiencies, and (ii) in accordance with the table below for Severity Level 1 and 2 Deficiencies, and (b) during all other hours, within one (1) hour for Severity Level 1 Deficiencies.

Response Time Service Level. Response time shall be measured from the time when Contractor receives the support request until the time Contractor has Responded to the support request. As used herein, "**Respond**" means that Contractor has engaged on the support request; is working continuously to diagnose the corresponding Deficiencies, formulate a plan to address any such Deficiencies, and as appropriate initiate execution of the plan; and has notified the County user originating the support request that such support has begun in the manner requested by the user originating the support request (e.g., e-mail, phone) or, if a specific means of communication is not requested, using direct interactive

(person to person) method of communication to achieve contact with such user (e.g., no email or automated voicemail).

Support Request Classification	Service Level Metric (Response Time)	Service Level Credits
<b>SEVERITY LEVEL 1: CRITICAL</b>	100% twenty (20) minutes measured from the time when Contractor receives the support request by telephone from County	\$500 per incident either resulting in or subsequent to a Service Level failure in a month
<b>SEVERITY LEVEL 2: SEVERE</b>	100% two (2) hours measured from the time when Contractor receives the support request by telephone from County	\$250 per incident either resulting in or subsequent to a Service Level failure in a month

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; however, not providing information or assistance does not limit Contractor’s obligations to respond to and remedy Deficiencies or other failure of the System to operate in accordance with Specifications.

**D. Ongoing Training**

Should County request additional onsite training, the parties shall handle such request in accordance with Section 15.0 (Changes to Agreement) of the Agreement.

**E. Location of Services**

Contractor shall provide Maintenance and Support Services for the System from Contractor’s business premises or other County-approved Data Centers.

**F. Cross-Over Issues**

Contractor acknowledges that it will be delivering the Solution in a multi-vendor environment, with County and third-party vendors providing services relating to the System. Effective operation of such an environment requires not only the cooperation among all service providers, including Contractor, but also collaboration in addressing service-related issues that may cross over from one service area or provider to another and related to the Services (“**Cross-Over Issues**”). As part of the Maintenance and Support Services, Contractor will actively provide and support tasks associated with operating and maintaining a collaborative approach to Cross-Over Issues in the same manner as if the Contractor Services relevant to the Cross-Over Issue were being provided in-house by County rather than by Contractor.

**3. HOSTING SERVICES**

Contractor shall provide and maintain the System Environments and shall provide all other goods and

services necessary in order to host the System as represented in the Agreement that it shall perform in accordance with the System Requirements and otherwise with the Agreement (as further defined in the Agreement, collectively, "Hosting Services").

There shall be a single secured hosting location within the continental United States. Other sites can be used for redundancy if part of a Disaster Recovery Plan or Business Continuity Plan. Contractor shall be responsible for hosting separate parts of the System or any data associated with the System.

As a part of Hosting Services, Contractor shall provide hardware, security protocols, software and communications support structure to facilitate connection to the Internet in accordance with the requirements set forth as follows:

#### **A. Hardware Maintenance**

Contractor shall provide, maintain, update and enhance all hardware and software required to host the System to enable the System at all times to perform in accordance with Specifications, including but not limited to System Performance Warranties as set forth under Section 7 (System Performance Warranties), and the operations requirements set forth in Section 2 (Operations and Hosting Services) of Exhibit N (Additional Hosting Services Terms and Conditions).

#### **B. Performance**

County from time to time may request that Contractor evaluate and report System performance relating to the agreed upon System Performance Warranties set forth in Section 7 (System Performance Warranties) of this Exhibit B (Service Level Agreement). Contractor shall so evaluate and report on the performance of the System in accordance with a monitoring plan mutually agreed upon between County's Project Manager and Contractor's Project Manager in connection with County's request.

Contractor shall use industry standard remote management tools to actively monitor the System, including server and application performance indicators. Contractor shall provide County with access to reports on System performance. Any identified Deficiencies impacting the performance or operational integrity of the System or System environment will be logged within the Contractor's SRTS and all necessary corrective action taken to correct the open performance problems in accordance with the applicable time frames required by this Exhibit B (Service Level Agreement).

### **4. CHANGE MANAGEMENT**

Contractor shall follow the change management process approved by County under the SOW to manage all changes to the System and System Environment. All changes related to the System Environment require prior County's Project Manager or his or her designee's approval and Documentation by Contractor. Changes to the System that are Revisions shall be handled in accordance with this Exhibit B (Service Level Agreement). All other changes to the System (e.g. software modifications) shall be handled in accordance with Section 15.0 (Changes to Agreement) of the Agreement.

### **5. SECURITY**

#### **A. Security Breaches**

In the event of an attack or threatened or suspected breach of security against the Hosting Services and

System, Contractor will take whatever reasonable steps that are necessary to halt such action, including taking the Hosting Services down. Contractor will immediately contact the person designated by County to discuss what measure to take. However, if time is critical, action may be required before the contact can be reached. Contractor's actions will include, as appropriate:

- a) Confirm the threat;
- b) Deny access from the source of the attack;
- c) Investigate the extent of the damage, if any;
- d) Back-up the affected systems and those suspected to be affected;
- e) Strengthen defenses everywhere, not just the suspected path that the attacker used;
- f) Contact the ISP where the threat or attack originated and/or law enforcement to work with Contractor's security team;
- g) Produce an error report within twenty-four (24) hours detailing Contractor's findings; and
- h) Continue to monitor traffic from that source until risk of further attacks is deemed to be minimized.

## **6. DEFICIENCY RESOLUTION**

### **A. Identification of Deficiencies**

Deficiencies, as detailed in Table 1.0 of Section 6.B (Severity Level Deficiency Definitions and Resolution Time Requirements), may be identified either as a result of Contractor's use of its Remote Management Tool or as discovered by County or Contractor. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor's help desk or otherwise during Support Hours via telephone or as otherwise directed in writing by Contractor for resolution in accordance with this Exhibit B (Service Level Agreement).

If a Deficiency of Severity Level 1 or 2 is identified by Contractor, Contractor shall notify County as soon as possible.

If a Security Incident as defined in the Exhibit H (Business Associate Agreement) or other security problem in the System (e.g., "back door" or other intrusion-related problem) is identified by Contractor, Contractor shall provide to County within the time frame specified in Exhibit H (Business Associate Agreement) of Contractor's knowledge of the existence of such security problem, either an Update curing such security problem or a workaround and a mitigation plan approved by County's Project Director for curing such security problem.

The Severity Level of a Deficiency will be assigned by the County as specified in the descriptions of Deficiency in Table 1.0 of Section 6.B (Severity Level Deficiency Definitions and Resolution Time Requirements) below (each a "Severity Level"). Based on Contractor's proposed solution to correct the Deficiency and/or workaround(s) for the Deficiency, County may, in its sole discretion, escalate or

downgrade the Severity Level of the Deficiency pursuant to Section 6.D (Resolution of Deficiencies) below.

**B. Severity Level Deficiency Definitions and Resolution Time Requirements**

County (through its authorized staff identified under Section 6.D.1 (Resolution Process) below) shall report each Deficiency. Contractor shall resolve such Deficiencies within the timeframes as follows:

**Table 1.0**

Severity Level	DESCRIPTION OF DEFICIENCY	RESOLUTION TIME REQUIREMENT (SUBJECT TO ESCALATION BY COUNTY)
<b>SEVERITY LEVEL 1: CRITICAL</b>	<ol style="list-style-type: none"> <li>1. Issue affecting entire system or single critical production function;</li> <li>2. System down or operating in materially degraded state;</li> <li>3. Patient safety risk;</li> <li>4. Patient care affected across multiple patients;</li> <li>5. Data integrity at risk;</li> <li>6. Material financial impact;</li> <li>7. Declared a Critical Support Request by the County Health Agency CIO or designee (to be exercised reasonably and in good faith); and/or</li> <li>8. Widespread access interruptions.</li> </ol>	Resolution or reasonable workaround to be provided within six (6) hours beginning at Contractor Response Time or upon discovery of Deficiency by Contractor, whichever occurs first.
<b>SEVERITY LEVEL 2: SEVERE</b>	<ol style="list-style-type: none"> <li>1. Primary workflow module failure that materially impairs system performance; and/or</li> <li>2. Data entry or access is materially impaired on</li> </ol>	Resolution or reasonable workaround to be provided within twelve (12) hours beginning at Contractor Response Time, or upon discovery of Deficiency by Contractor, whichever occurs first. If Contractor is notified of

Severity Level	DESCRIPTION OF DEFICIENCY	RESOLUTION TIME REQUIREMENT (SUBJECT TO ESCALATION BY COUNTY)
	<p>a limited basis.</p> <p>3. Training Environment is not available in conjunction with a significant planned Training event.</p> <p>4. A previously classified Severity Level 1: Critical service request that has a workaround acceptable to the County allowing for a downgrade to Severity Level 2: Severe.</p>	<p>the Severity Level 2 Deficiency on a weekend or a holiday, then the resolution time begins on the first regular County business hour after the weekend or holiday.</p>
<b>SEVERITY LEVEL 3: MINOR</b>	<p>System is operating with minor issues that can be addressed with a workaround.</p>	<p>Resolution or reasonable workaround to be provided within four (4) calendar days beginning at Contractor Response Time or upon discovery of Deficiency by Contractor, whichever occurs first.</p>
<b>SEVERITY LEVEL 4: COSMETIC</b>	<p>Requests for assistance, information, or services that are routine in nature.</p>	<p>Earlier of (a) the next Version provided such Version is not scheduled within to be provided in the next three (3) months or (b) within twelve (12) months of when County reports Deficiency to Contractor or upon discovery of Deficiency by Contractor, whichever occurs first.</p>

**C. Service Request Tracking System**

1. For use in responding to County's maintenance and support requests, Contractor shall maintain an automated Support Request Tracking System ("SRTS") with a description of each support request, response, and status. Contractor shall regularly review and update all open support requests and follow up on unresolved support requests. Contractor will provide



County “read only” access to the SRTS for County's separate review of all open and closed County support requests. Each support request shall be detailed in an Internet accessible support request report, in an exportable format agreed upon by County, and shall include the following information.

- Identification Number. An automatically assigned unique identification number, which shall be used to track, document and respond to inquiries relating to a specific support request;
- Date and Time. The date and time the support request was initiated, which shall be used to document and/or monitor overall response and resolution time;
- Person Initiating Service Request. The name, title, and telephone number of the person initiating the support request, who shall be the primary point of contact used for inquiries regarding the request, unless otherwise assigned by the County Project Manager;
- Contractor Employee Currently Assigned. The name and title of the Contractor's employee currently managing the resolution;
- Problem Priority Level. The problem priority level as indicated by the reporting County personnel and as further defined in Section 6.B (Severity Level Deficiency Definitions and Resolution Time Requirements) of this Exhibit B (Service Level Agreement);
- Reference Number. The County-assigned reference number, if applicable;
- Service Request Description. A detailed description of the problem or Deficiency encountered or the support requested;
- Attached Documentation. The identification or description of, and, if available, copies of, documentation submitted by County with the support request to clarify the request, including screen prints, logs, report samples, etc.;
- Service Request Subtype. The support request subtype (e.g., specific function that is deficient,) as assigned by County, as a subcategory of the support request type defined in Section 6.B (Severity Level Deficiency Definitions and Resolution Time Requirements) of this Exhibit B (Service Level Agreement);
- Resolution Description. The Contractor's analysis of the problem, and the proposed resolution (e.g., Update or other Enhancement);
- 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.);
- Estimated Fix Date. The estimated date for Contractor to complete the support request;
- Resolution Status. The current status of the support request (e.g., open or closed).

2. Contractor shall maintain a historical knowledge base of Service-related problems to identify patterns and facilitate timely resolution.

#### **D. Resolution of Deficiencies**

##### **1. Resolution Process**

The following shall be the process for tracking and/or resolving the Deficiencies.

- i. Contractor shall have an industry-recognized SRTS for Deficiency reporting and tracking.
- ii. County's Project Director or his/her designee will identify County staff authorized to access and initiate incident reports/service requests through the interface between the County's ticketing system and Contractor's. In the event there is not an interface between Contractor's ticketing system and County's ticketing system, then there is a limit of ten (10) County staff that may directly access Contractor's ticketing system, and County will notify Contractor in writing of all such authorized personnel.
- iii. The Severity Level of the Deficiency shall be assigned by County, in accordance with Table 1.0 of Section 6.B (Severity Level Deficiency Definitions and Resolution Time Requirements) above. The identification and Severity Level assignment of Deficiencies shall be subject to the provisions of Section 6.B (Severity Level Deficiency Definitions and Resolution Time Requirements) above.
- iv. Contractor shall commence to develop a workaround or a fix, if applicable, and maintain a sustained level of effort until such workaround or fix is available.
- v. Contractor's help desk will address each reported or identified incident in accordance with this Exhibit B (Service Level Agreement).
- vi. Systems patched for a security problem or mitigated with a workaround must be tested for effectiveness of the implemented solution and the results of such tests shall be provided to County.

##### **2. Response**

Contractor shall either resolve or escalate a Deficiency reported by County in accordance with this Exhibit B (Service Level Agreement).

##### **3. Escalation**

County or Contractor may escalate a Deficiency's Severity Level as necessary for resolution. Contractor shall assist County with all aspects of Maintenance and Support Services and Deficiency resolution and escalation, as required by County.

If any Deficiency is not resolved within the applicable resolution time set forth in Section 6.B (Severity Level Deficiency Definitions and Resolution Time Requirements), in addition to other remedies available to County under specified in the Agreement, not just limited to those specified in this Exhibit B (Service Level Agreement), County's Project Director or designee shall have the right to escalate the problem to

the next more severe Severity Level as set forth in this Exhibit B (Service Level Agreement).

#### 4. Resolution

Contractor shall resolve each Deficiency reported hereunder in accordance with the applicable resolution time specified in Section 6.B (Severity Level Deficiency Definitions and Resolution Time Requirements). The time for resolving each Deficiency shall start when County notifies Contractor of such Deficiency by telephone for all Severity Level 1 Deficiencies or otherwise, including Contractor SRTS, or upon discovery of Deficiency by Contractor, whichever occurs first, and shall end as to Severity Level 1 and Severity Level 2 Deficiencies when Contractor corrects the Deficiency and submits resolution of such Deficiency to County's Project Director or designee for Approval, provided such confirmation is thereafter so provided by County without prior rejection by County or significant delay in County's approval thereof.

As to the American Society of Addiction Medicine (ASAM) Continuum and Triage Modules ("**ASAM Modules**"), the measurement of time to resolve shall be suspended during such time as Contractor demonstrates in a root cause analysis for the Deficiency that: (i) the resolution of the Support Request required correction of a Deficiency in the ASAM Modules; and (ii) the supplier of the ASAM Modules failed to meet the time specified in writing by Contractor for completion of correction of the Deficiency in the ASAM Modules. Contractor shall provide such root cause analysis no later than thirty (30) days following the occurrence of the Deficiency. The determination of whether suspension of the measurement of time to resolve relating to the ASAM Modules is appropriate will be made by County within thirty (30) days of receiving the Contractor's root cause analysis attributing a Resolution Time Service Level Failure to the ASAM Modules as provided in this paragraph.

The measurement of time to resolve shall be suspended during such time as there is a failure by County to provide Contractor information deemed in writing by the parties to be a Critical Path Item to the resolution at issue at the time of the Contractor request for such information was made to County. For purposes of this Section 6.D.4 (Resolution), a "Critical Path Item" is a significant action or item of information which Contractor cannot take or obtain without County's assistance and on which subsequent activities toward the resolution at issue are dependent. In the event Contractor claims a suspension of the measurement of time to resolve under this paragraph, it shall notify County, by posting in SRTS the time and reason for such action at the time the suspension determination is made. The suspension of measurement of time to resolve shall end upon communication by County to Contractor that the Critical Path Item has been completed.

Contractor acknowledges that, as part of corrective measures to resolve a Deficiency, Contractor may be required to repair, replace or reinstall all or any part of the System, provide other material or update the System, including but not limited to the System Environment, in order to remedy such Deficiency.

Contractor shall assign a Contractor technical support team member to diagnose and determine the course of action to resolve Deficiencies. Contractor shall maintain ongoing communication with County regarding the status of correction of all Deficiencies reported or discovered. In addition, County may contact Contractor personnel to inquire about the status of resolution of any Deficiency.

County will have appropriate resources available throughout the duration of each Deficiency to provide reasonable cooperation and assistance to Contractor.

#### **E. Application Management Services Service Levels**

During such period that County receives Application Management Services as set forth in Exhibit A.6 (Enhanced Support Services Statement of Work), the Application Management Services identified in this Section 6.E (Application Management Services Service Levels) (“**Application Management**”) comprise a separate category of requests for Maintenance and Support Services, in addition to the “Critical”, “Severe”, “Minor”, and “Cosmetic” Deficiency Severity Levels described in Section 6.B (Severity Level Deficiency Definitions and Resolution Time Requirements) above. The Service Levels set forth in this Section 6.E (Application Management Services Service Levels) are intended to cover the response times for day-to-day requests for Application Management Services. Examples of Application Management Services include:

- User Administration
- Changes to User roles/permission assignments
- Changes to access role definitions or creation of new access roles
- Build/Modify drop down code table sets
- Build/Modify translation code tables
- Build/Modify user view templates
- Build/Modify widgets
- Build/Modify myAvatar RADPlus modeled forms
- Build/Modify myAvatar Crystal Reports
- Build/Modify custom reports based on County requests and specifications and required reporting interfaces
- Make modifications to existing configurable production reports or rules
- Assist in troubleshooting issues with custom reports in production
- Other Application Management Services requests that are routine in nature

If the circumstances giving rise to the Application Management Services meet or develop the criteria of a “Critical”, “Severe”, “Minor”, or “Cosmetic” Deficiency described in Section 6.B (Severity Level Deficiency Definitions and Resolution Time Requirements), the Deficiency will be handled in accordance with the Service Levels applicable to the “Critical”, “Severe”, “Minor”, or “Cosmetic” Deficiency as provided in this Exhibit B (Service Level Agreement).

1. Application Management Services Service Level

Before submitting the Application Management Services support request to Contractor, County will identify the severity of the Configuration Change based on Table 1.5 below. In each case, the Resolution Time is measured from the earlier of when (1) County submits the request for the Application Management Services, provided that County follows up with Contractor by telephone within 1 hour of submission, or (2) County notifies Contractor by telephone of the request for the Application Management Services.

**Table 1.5**

Application Management	Description	Application Management	Service Level Credit
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Services Severity Level		Services Resolution Time	
High	<p>Must meet at least one of the following criteria:</p> <ul style="list-style-type: none"> <li>• Critical functionality inaccessible and no acceptable workaround exists OR operations can continue in a restricted fashion, although short-term productivity might be adversely affected.</li> <li>• A key deliverable is at risk.</li> <li>• The request will resolve an issue with patient safety risk, patient care affected across multiple patients, operations, or will have a significant positive financial impact.</li> <li>• The request will resolve an immediate regulatory requirement.</li> <li>• Impacts either (1) organizational security or (2) the business reputation of County among interest groups outside of County (e.g., general public, other government agencies or regulators) and must be submitted by the County Project Director or designee.</li> </ul>	90% in 48 hours and 100% in 96 hours	2% of Monthly Maintenance and Support and Hosting Services Fees
Low	<p>Definitions of Low issues include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Impaired operations of some components, but an acceptable workaround exists.</li> <li>• Operations can continue in a restricted fashion, although long-term productivity might be adversely affected.</li> <li>• Patient care and/or patient safety is not affected.</li> <li>• Requests for system enhancements to the current System.</li> </ul>	90% in 5 business days and 100% in 10 business days	1% of Monthly Maintenance and Support and Hosting Services Fees

Each calendar month, Contractor shall achieve the designated Resolution Time for the Application Management Services support requests for each Severity Level; otherwise, the applicable Service Level Credit in the amount specified in the table above shall apply for that month.

For example, in each calendar month, Contractor shall resolve at least 90% of all High Severity Level Application Management Services support requests within 48 hours, and any other High severity configuration change support requests in 96 hours; otherwise a credit in the amount specified in the 'High' row shall apply for that month.

2. Application Management Services Service Levels as to Reports, Modeled Forms and Widgets

County understands that Application Management Services related to reporting, modeled forms and widgets may require more time to resolve than is provided in Table 1.5 above. For such Application Management Services relating to reporting, modeled forms and widgets, reports, modeled forms and widgets will be delivered within forty-five (45) days from Approval of the initial build specifications by the County, unless within ten (10) days of submission, Contractor requests and County Approves a custom delivery date that exceeds forty-five (45) days. As to any custom delivery date request by Contractor, Contractor will communicate the level of effort to create/modify the report, modeled form or widget to County and explain (1) the actual timeline for completion, and (2) other reasons justifying the custom delivery date. County will not unreasonably withhold Approval of requests by Contractor for custom delivery dates as to reports, modeled forms and widgets.

**F. Help Desk User Satisfaction Service Levels**

During such period that County receives Help Desk Services as set forth in Exhibit A.7 (Help Desk Services Statement of Work), Contractor shall achieve the designated User satisfaction metrics set forth in Table 1.6 below for the Help Desk Services; otherwise, the applicable Service Level Credit in the amount specified in Table 1.6 shall apply for that month.

User satisfaction for the Help Desk Services will be measured by survey, using a 5-point scale, rating Contractor's ticket troubleshooting and resolution, and shall be calculated as follows: the number of Help Desk Services User satisfaction survey scores equal to or above 4.0 during each six (6) month period Contractor provides Help Desk Services to County, divided by the total number of Help Desk Services User satisfaction surveys scored in the same six (6) month period, multiplied by 100. The content of the survey shall be developed by the parties. The Help Desk User satisfaction survey shall be distributed electronically by Contractor to Users in a form Approved by County. Scoring on this Service Level requires a minimum response rate of fifteen percent (15%) of the distributed surveys in the applicable measurement period. This survey distribution list will be Approved by County.

**Table 1.6**

Help Desk User Satisfaction	Service Level Credit
90% of Help Desk Services User satisfaction survey scores above 4.0 on a 5.0 point rating scale in each six (6) month period	2% of Monthly Maintenance and Support and Hosting Services Fees

**G. Help Desk Average Speed of Answer Service Levels**

During such period that County receives Help Desk Services as set forth in Exhibit A.7 (Help Desk Services Statement of Work), Contractor shall achieve the designated average speed of answer metrics set forth in Table 1.7 below for the Help Desk Services; otherwise, the applicable Service Level Credit in the amount specified in Table 1.7 shall apply for that month.

The speed of answer for the Help Desk Services shall be calculated as follows: the time elapsed between the later of (1) the point a User connects to the Contractor Help Desk phone number or (2) the point a User selects to speak with an agent through Contractor’s help desk telephone and/or prompt, and the point the call is picked up by a Contractor Help Desk agent.

**Table 1.7**

Help Desk Average Speed of Answer Service Level	Service Level Credit
Ninety percent (90%) of calls are answered within thirty (30) seconds.	2% of Monthly Maintenance and Support and Hosting Services Fees.

**7. SYSTEM PERFORMANCE WARRANTIES**

Once Hosting Services commence as set forth in the Exhibit A (Statement of Work), Contractor represents, warrants, covenants and agrees that for so long as Contractor is obligated to provide Maintenance and Support Services and Hosting Services in accordance with the terms hereof and in the Agreement, the System shall meet each of the System performance requirements (hereinafter collectively referred to as “**System Performance Warranty**”) specified below:

**A. System Availability Warranty**

The System and Hosting Services shall be Available for the percentage of the time each month of the Term of the Agreement as set forth below (hereinafter “**System Availability Warranty**,” “**System Availability Requirements**,” or “**Uptime Warranty**”). This does not relieve Contractor from its obligations as specified in Section 8 (Disaster Recovery and Business Continuity) of Exhibit N (Additional Hosting Services Terms and Conditions). Failure by Contractor to meet its obligations as specified under Section 9 (Disaster Recovery and Business Continuity) of Exhibit N (Additional Hosting Services Terms and Conditions) shall also be considered Downtime against which Availability will be measured.

Service Level Metric	Service Level Credits
<p>At a minimum, [REDACTED] Availability for the System provided by the Hosting Services in each calendar month of the Term of the Agreement.</p> <p>“<b>Availability</b>” means the actual uptime expressed as a percentage of the Scheduled Uptime for the System and Hosting Services (i.e., Availability % =</p>	<p>In the event [REDACTED] Availability for the Hosting Services is not achieved, then the credits shall be incurred as follows:</p> <p>5% of Monthly Maintenance and Support and Hosting Services Fees for the first (1<sup>st</sup>) month,</p>

$((\text{Scheduled Uptime} - \text{Downtime}) / (\text{Scheduled Uptime})) \times 100\%$ ).

**“Scheduled Uptime”** means twenty-four (24) hours each day, seven (7) days per week, excluding regular maintenance windows between the hours of 1:00 a.m. and 5:00 a.m. Pacific Time on Sundays, or as otherwise agreed in writing by the parties which may include as an example additional scheduled time for significant non-routine Revisions (for example new Versions) or installations. Notwithstanding anything herein, Contractor shall ensure that the System and Hosting Services remain Available for use during the foregoing maintenance windows to the extent reasonably practicable.

**“Downtime”** means the aggregate duration of Outages for the System and Hosting Services during the applicable Scheduled Uptime during a calendar month.

**“Outage”** means any time during which the System and Hosting Services (or any function of the System or Hosting Services) are not Available for use during a calendar month, measured from the time the Outage actually occurred or, when the time the Outage actually occurred cannot be determined, from the earliest point in time that such Outage is or reasonably should be detected by Contractor. An Outage is a Deficiency. The Outage shall end when the System or Hosting Services (or the applicable function of the System or Hosting Service) is Available for use.

**“Unplanned Downtime”** shall mean an Outage that is not the result of a regularly scheduled or other scheduled maintenance window.

**“Available for Use”** shall mean the ability of the System and Hosting Services to be utilized or accessed by County as contemplated under the Agreement, including conformance to the Specifications, and without material degradation of performance.

and

10% of Monthly Maintenance and Support and Hosting Services Fees for the second (2<sup>nd</sup>) consecutive month, and

15% of Monthly Maintenance and Support and Hosting Services Fees for the third (3<sup>rd</sup>) consecutive month and each consecutive month thereafter.



As to the ASAM Modules, the measurement of Downtime shall not include Outages limited to the ASAM Modules where Contractor demonstrates in a root cause analysis that the Outage was caused by a Deficiency in the ASAM Modules themselves as provided by the supplier of the ASAM Modules. Contractor shall provide such root cause analysis no later than thirty (30) days following the occurrence of the Outage. The determination of whether exclusions to Downtime relating to the ASAM Modules are appropriate will be made by County within thirty (30) days of receiving the Contractor's root cause analysis attributing the Outage to the ASAM Modules as provided in this paragraph.

## **B. System Response Time Warranty**

Successful implementation of the System requires that the users experience the software application as responsive, moving from screen to screen and responding to user input without noticeable lag for routine functions, including but not limited to, retrieving records by a unique identifier, entering data, and navigating from field to field, from form to form, or from screen to screen.

The parties acknowledge that the responsiveness of the System and Hosting Services is a critical factor to the successful operation of the System and County User satisfaction. Contractor warrants that the System and Hosting Services together will have response times that are satisfactory to County Users of the System. System Response Time shall be determined to be unsatisfactory to the County Users if the County Project Director (or his or her designee) (a) presents documentation that reflects a negative view of the operation of the System and Hosting Services that is or can reasonably be attributed to System Response Time issues; or (b) determines that County Users' acceptance and/or use of the System is or is highly likely to be adversely impacted by System Response Times.

Upon notification of failure arising under this Section 7.B (System Response Time Warranty) deemed to be Severity Level 1, as determined by County's Project Director or designee, Contractor will continuously work to address any failures, and as to a failure arising under this Section 7.B (System Response Time Warranty) deemed to be Severity Level 1 or Severity Level 2, as determined by County's Project Director or designee, Contractor will provide workarounds or fixes to minimize the impact on Solution performance. Contractor shall provide a root cause analysis that includes an assessment of actions required to correct the System Response Time failure, and take the actions necessary to implement the corrective actions as they relate to the System or Hosting Services, at no additional cost to County. Such corrective actions may include, but are not limited to: reconfiguring the Licensed Software, making coding changes to the Licensed Software, provisioning additional equipment (including additional servers) for the County's use, and/or increasing available bandwidth temporary or permanently.

Contractor will provide System and Hosting Services response time measurement reports as requested by County. It is understood by the parties that multiple requests for reports throughout the Agreement are not intended to create duplicate reports of the same information.

## **8. SERVICE LEVEL CREDITS FOR UNACHIEVED SERVICE LEVELS**

Service Level Credits are calculated as provided in Table 3.0 below.

**Table 3.0**

SERVICE LEVEL	TIME ACCUMULATION BEGINS	SERVICE LEVEL CREDIT
Deficiency Severity Level 1	Service Level Credits accumulate Immediately after Contractor fails to meet the required Resolution Time, and accumulate for each four (4) hours the Deficiency continues thereafter.	5% of Monthly Maintenance and Support and Hosting Services Fees upon failure to meet the required Resolution Time, and for each four (4) hours the Deficiency continues thereafter.
Deficiency Severity Level 2	Service Level Credits accumulate Immediately after Contractor fails to meet the required Resolution Time, and accumulate for each nine (9) hours that the Deficiency continues thereafter.	2.5% of Monthly Maintenance and Support and Hosting Services Fees upon failure to meet the required Resolution Time, and for each nine (9) hour period thereafter.
Deficiency Severity Level 3	Service Level Credits accumulate Immediately after Contractor fails to meet the required Resolution Time, and accumulate for each three (3) days the Deficiency continues thereafter.	1% of Monthly Maintenance and Support and Hosting Services Fees upon failure to meet the required Resolution Time, and for each three (3) days thereafter.

**A. Service Level Credits**

Failure to achieve any of the Service Levels defined within this Exhibit B (Service Level Agreement) shall constitute a “**Service Level Failure**” and the County shall receive the Service Level Credits against the applicable monthly Maintenance and Support Fees and Hosting Fees based on Table 3.0 above.

Upon the occurrence of any Service Level Failure, Contractor shall issue to County a credit in the amount set forth in this Exhibit B (Service Level Agreement) (“**Service Level Credit**”). If more than one (1) Service Level Failure has occurred in a single month, the sum of the corresponding Service Level Credits shall be credited to County.

The total amount of Service Level Credits that Contractor will be obligated to pay to County, with respect to Service Level Failure(s), shall be reflected on the monthly Service Level reports to be provided in accordance with Subtask 2.4 (Conduct Service Level Monitoring and Reporting) of Exhibit A (Statement of Work) and Section 3.B (Performance) of this Exhibit B (Service Level Agreement), in the month following the Service Level Failure(s) giving rise to such Service Level Credit(s). Such report will be provided to the

County's Project Director and following receipt of such report, County will have the opportunity to receive any Service Level Credits by accepting the report and notifying Contractor's Project Director three (3) months after receipt by County of the Service Level Reports from Contractor.

In no event will the aggregate of all Service Level Credits arising under this Exhibit B (Service Level Agreement) for any month exceed fifteen percent (15%) of the total amount of all fees otherwise payable by County to Contractor for the month (excluding the fees for the ASAM Modules as shown in the pricing Exhibits) in which the Service Level Failure occurred.

## **9. ADDITIONS, DELETIONS, AND MODIFICATIONS OF SERVICE LEVELS**

One year after Go-Live and every year thereafter, unless otherwise agreed in writing by the parties, the parties will meet to discuss the addition, modification, or deletion of the Service Levels to account primarily for changes in technology and ongoing performance related issues. Any changes to Service Levels must be made in accordance with this Agreement.

Service Levels shall be added in accordance with the following:

(a) Where data exists for at least six (6) months from which measurements can be derived, County and Contractor shall review the measurement trends and the levels of quality that were attained during the measurement period and shall work together in good faith to mutually agree, and to establish the Service Level standard that Contractor will be required to meet; or

(b) Where no such data exists, the parties shall attempt in good faith to mutually agree on a Service Level standard using industry standard measures applicable to the delivery of technology to public health providers or third-party vendor advisory services with experience in the public health and health care industry.

## **10. SERVICE LEVEL AUDITS**

County will have the right to audit Contractor's measurement, monitoring, and reporting on all Service Levels, including providing County with access to the complete data used by Contractor to calculate its performance against the Service Levels and the measurement and monitoring procedures utilized by Contractor to generate such data for purposes of audit and verification.



## Exhibit B.1 (Information Security Requirements)

to the

## Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution

**Exhibit B.1**  
**INFORMATION SECURITY REQUIREMENTS**

This Exhibit B.1 (Information Security Requirements) sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract and any Business Associate Agreement between the parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, Protected Health Information and County's Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Exhibit B.1 (Information Security Requirements) will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Exhibit B.1 (Information Security Requirements), capitalized terms shall have the meanings set forth in the Contract.

**1. SECURITY POLICY**

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

**2. PERSONNEL AND CONTRACTOR PROTECTIONS**

Contractor shall screen and conduct background checks on all Contractor personnel contacting County's Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

**3. REMOVABLE MEDIA**

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Exhibit B.1 (Information Security Requirements), "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

**4. STORAGE, TRANSMISSION AND DESTRUCTION OF PROTECTED HEALTH INFORMATION**

All Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act. Without limiting the generality of the foregoing, Contractor will encrypt all workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information (including Protected Health Information) in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 128 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor shall destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Protected Health Information cannot be retrieved. Contractor will not store County's Confidential Information (including Protected Health Information) in the cloud or in any other online storage provider.

All mobile devices storing County's Confidential Information (including Protected Health Information) will be managed by a Mobile Device Management system. All workstations and PCs will maintain the latest security patches, and have the latest virus definitions. Virus scans should be run daily and logged.

**5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING**

Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or Approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and approved by County in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County's Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

**6. HARDWARE RETURN**

Upon termination or expiration of the Contract or at any time upon County's request, Contractor shall return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County's Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County's Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County's Confidential Information or Personally Identifiable Information is owned by

Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section 6 (Hardware Return) shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

**7. PHYSICAL AND ENVIRONMENTAL SECURITY**

Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County's Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

**8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT**

Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

**9. ACCESS CONTROL**

Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- c. Applications will include access control to limit user access to information and application system functions; and
- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

**10. SECURITY INCIDENT**

A "**Security Incident**" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system, as such term is defined in 45 C.F.R. § 164.304.

- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
- b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.

- c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention and/or authorized destruction of Personally Identifiable Information, Protected Health Information and County's Confidential Information.
- d. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.

**11. CONTRACTOR SECURITY AUDITS**

Contractor shall conduct annual independent security audits listed below in subsections (a) and (b). Contractor shall provide to County a summary of: (1) the results of the security audits and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

- a. One of the following: HITRUST Common Security Framework (CSF), ISO 27001:2013 (Information Security Management), or other audit(s) as approved by the County Health Agency's Chief Information Security Officer or designee. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.
  - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
  - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
  - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
  - (iv) **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Buck Consultants LLC.
- b. SSAE-16 (formerly known as SAS -70 II) or other audit(s) as approved by the County Health Agency's Chief Information Security Officer or designee – As to the Hosting Services only:
  - (i) Audit spans a full twelve (12) months of operation and is produced annually.
  - (ii) The resulting detailed report is available to County.
  - (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

**12. SECURITY AUDITS**

In addition to the audits described in Section 11 (Contractor Security Audits), during the term of this Contract, County or its third party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor's data center and systems. The audit



will take place at a time mutually agreed to by the parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests and audits within reasonable timeframes.

**13. CONFIDENTIALITY**

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any Protected Health Information under The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Public Health Act (HITECH), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" (for purposes of this Exhibit B.1 (Information Security Requirements), "Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **County Data.** All of County's Confidential Information, data, records and information of County, to which Contractor has access or which is otherwise provided to Contractor under the Contract (for purposes of this Exhibit B.1 (Information Security Requirements), "County Data"), shall be and remain the property of County, and County shall retain exclusive rights and ownership thereto. The County Data shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- c. **Non-Exclusive Equitable Remedy.** Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) shall constitute a material breach of this Contract and shall be grounds for immediate termination of the Contract in the exclusive discretion of County.
- d. **Personally Identifiable Information.** "Personally Identifiable Information" shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information,

personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.), Protected Health Information, and “Personally Identifiable Information” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

- i. **Personally Identifiable Information.** In connection with this Contract and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County’s current and prospective personnel, directors and officers, agents, investors, patients and customers, and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in the Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.
  - ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Agreement, and in particular the Confidentiality provisions of the Contract, during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Agreement, (b) County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
  - iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Agreement, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.
- e. **Return of Confidential Information.** On County’s written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at County’s option, all originals and copies of all documents and materials it has received containing County’s Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at County’s option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Section 13(a) (Confidential Information), and provide a notarized written statement to County certifying that all documents and

materials referred to in Sections 13(a) (Confidential Information) and 13(b) (County Data) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Contract, County shall return or destroy all Contractor's Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option.



Exhibit B.2 (Web Application Secure Coding Standards)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution



# Web Application Secure Coding Standards

Version 2.0

**Reference:** 6.100 - Information Technology and Security Policy  
6.101 - Use of County Information Technology Resources

**Developed by:** Security Engineering Team - Applications Security

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## **1.0 Purpose**

This technology agnostic document defines the required secure coding standards. These standards implement the security requirements that are within the County Application Security Development Lifecycle Standards. Writing secure code reduces the risks of introducing software defects responsible for causing vulnerabilities and improves the quality of the software.

For E-Commerce applications, the County has a master agreement with a third-party vendor, which provides a hosted environment. They are compliant with the Payment Card Industry (PCI) data security standard (See intranet site at: [http://web.co.la.ca.us/lacounty/ecommerce/cms1\\_029102.pdf](http://web.co.la.ca.us/lacounty/ecommerce/cms1_029102.pdf)).

## **2.0 Common Vulnerabilities In Web Applications**

The term “vulnerability” implies a weakness or a flaw in design, development, or configuration that if exploited, can adversely affect an organization's security posture. Knowledge of software vulnerabilities can help developers to identify and manage risks in existing code.

The following is the OWASP Top 10 Application Security Risk list. The Top 10 provides basic techniques to protect against these high risks problem areas.

[https://www.owasp.org/index.php/Category:OWASP\\_Top\\_Ten\\_Project](https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project)

### **1: Injection**

### **2: Broken Authentication and Session Management**

### **3: Cross-Site Scripting (XSS)**

### **4: Insecure Direct Object References**

### **5: Security Misconfiguration**

### **6: Sensitive Data Exposure**

### **7: Missing Function Level Access Control**

### **8: Cross-Site Request Forgery (CSRF)**

### **9: Using Known Vulnerable Components**

### **10: Unvalidated Redirects and Forwards**

### 3.0 Application Secure Coding Requirements and Checklist

The best place to defend against web application attacks is within the source code itself.

Regardless of the programming language or techniques used for development, the following checklist must be implemented by the developer at the time the application is being developed.

This checklist must also be used to verify software security after an update in the application to accept additional functionality or to store/access data of greater sensitivity.

Completed checklist(s) with deviations from the Standards are to be documented, reviewed and approved by the appropriate Manager and/or the Departmental Information Security Officer (DISO).

**The following defines the settings used in the checklist:**

**Mandatory (M)** - All Mandatory settings must be applied.

**Recommended (R)** - All Recommended settings should be applied unless the business operation is severely impacted.

**Sensitive/Confidential Applications** – Applications that store, process, or communicate sensitive/confidential information (e.g., electronic protected health information (ePHI), personally identifiable information (PII) or other classified data defined by the business owner).

**General Applications** – Applications that do not store, process, or communicate sensitive/confidential information.



	<b>Secure Coding Requirements Checklist</b>	<b>General Applications</b>	<b>Sensitive /Confidential Applications</b>
<b>3.0</b>	<b>GENERAL CODING PRACTICES</b>		
3.0.1	Use tested and approved managed code for common tasks rather than creating new code.	M	M
3.0.2	Utilize task specific built-in APIs (Application Programming Interface) to conduct operating system tasks. Do not allow the application to issue commands directly to the operating system, especially through the use of application initiated command shells.	M	M
3.0.3	Use checksums or hashes to verify the integrity of interpreted code, libraries, executables, and configuration files.	R	R
3.0.4	Utilize locking to prevent multiple simultaneous updates and use a queuing mechanism to prevent race condition.	M	M
3.0.5	Avoid using global shared variables whenever possible.	M	M
3.0.6	Explicitly initialize all your variables and other data stores, either during declaration or just before the first usage.	M	M
3.0.7	In cases where the application must run with elevated privileges, raise privileges as late as possible, and drop them as soon as possible.	M	M
3.0.8	Do not pass user supplied data to any dynamic execution function.	M	M
3.0.9	Review all secondary applications, third party code and libraries (e.g., anti-cross site scripting library) to determine business necessity and validate safe functionality, as these can introduce new vulnerabilities.	R	R
3.0.10	Test the application code with a web application scanner to detect vulnerabilities.	M	M
3.0.11	All queries must be parameterized to prevent SQL injection.	M	M
<b>3.1</b>	<b>INPUT VALIDATION</b>		
3.1.1	Data is checked on both the client and server side.	M	M
3.1.2	Conduct all data validation on a trusted system (e.g., The server)	M	M
3.1.3	Validate all incoming data regardless of the source (e.g., Databases, file streams, etc.)	M	M
3.1.4	There should be a centralized routine for server-side input validation for the application.	M	M
3.1.5	Specify proper character sets, such as UTF-8, for all sources of input.	M	M
3.1.6	Encode data to a common character set before validating (canonicalize). All URL and HTML encoded characters are interpreted (%3c becomes <). All Unicode or alternate encoded characters are placed in their expected character representation.	M	M
3.1.7	If the system supports UTF-8 extended character set, validate after UTF-8 decoding is completed.	M	M
3.1.8	All validation failures should result in input rejection.	M	M
3.1.9	Validate all client provided data before processing, including all parameters, URLs and HTTP header content (e.g., Cookie names and value). Be sure to include automated post backs from JavaScript, flash or other embedded code.	M	M

	<b>Secure Coding Requirements Checklist</b>	<b>General Applications</b>	<b>Sensitive /Confidential Applications</b>
3.1.10	Verify that header values in both requests and responses contain only ASCII characters.	R	M
3.1.11	Validate data from redirects (an attacker may submit malicious content directly to the target of the redirect, thus circumventing application logic and any validation performed before the redirect)	M	M
3.1.12	Data is strongly typed. Expected input is matched to a data type such as: varchar, integer, string, Boolean, or a custom type.	M	M
3.1.13	Validate data range.	M	M
3.1.14	Validate data length. For example, if usernames can be no longer than 12 characters, then a 15-character username is not accepted. This also applies to columns in which the data is stored in the database.	M	M
3.1.15	Validation filters are applied to the entire input string. In regular expressions, this means the caret (^) and dollar sign (\$) are placed at the beginning and end of the regular expression.	M	M
3.1.16	Validate all input against a “white” list of allowed characters, whenever possible.	M	M
3.1.17	Data is checked for valid content. The value of a parameter is checked for correctness. For example, a U.S. state abbreviation is a string, but can only be one of 51 possible combinations.	M	M
3.1.18	If any potentially hazardous characters must be allowed as input, additional controls must be implemented, like output encoding, secure task specific APIs and accounting for the utilization of that data throughout the application. Examples of common hazardous characters include: < > “ ‘ % ( ) & + \\' \”	M	M
<b>3.2</b>	<b>SESSION MANAGEMENT</b>		
3.2.1	Use the server or framework’s session management controls. The application should only recognize these session identifiers as valid.	R	R
3.2.2	When the session ID must be created, it must be created securely (e.g., on a trusted system such as the server). Session ID are derived from a sufficiently pseudo-random pool to prevent spoofing attacks. Use well vetted algorithms that ensure sufficiently random session identifiers. Use high entropy (unpredictable) long session identifiers.	M	M
3.2.3	Disallow persistent logins (e.g., “remember me” feature using cookies)	R	M
3.2.4	Enforce idle session termination. Termination time should support business requirements and the user should receive sufficient notification to mitigate negative impacts.	M	M
3.2.5	A user may have only one active session at any given time. Any pre-existing session for the user must be terminated after successful login.	M	M
3.2.6	The application must track and prevent concurrent logins. This can stop session hijacking and session replay attacks.	M	M
3.2.7	Generate a new session identifier on any re-authentication.	M	M
3.2.8	Generate a new session identifier and delete the old one periodically during an active session.	R	M

<b>Secure Coding Requirements Checklist</b>		<b>General Applications</b>	<b>Sensitive /Confidential Applications</b>
3.2.9	Generate a new session identifier if a user’s privileges or role changes.	M	M
3.2.10	Generate a new session identifier if the connection security changes from HTTP to HTTPS as can occur during authentication.	M	M
3.2.11	Within an application, it is recommended to consistently utilize HTTPS rather than switching between HTTP to HTTPS.	R	M
3.2.12	Do not expose session identifiers in URLs, error messages or logs. Session identifiers should only be located in the HTTP cookie header (e.g., do not pass session identifiers as GET parameters).	M	M
3.2.13	Only utilize the system generated session identifiers for client side session management. Avoid using parameters or other client data for state management.	M	M
3.2.14	Supplement standard session management for <u>highly sensitive or critical operations</u> by utilizing per-request, as opposed to per-session, strong random identifier or parameters.		M
3.2.15	Authorization permissions are tied to the session object, not tracked by separate identifier. This can prevent privilege escalation attacks.	M	M
3.2.16	Set the domain and path for cookies containing authenticated session identifiers to an appropriately restricted value for the site. This restrictions allows browsers to only send cookie information back to the server for the given domain and path.	R	R
3.2.17	Set cookies with the HttpOnly attribute, unless you specifically require client-side scripts within your application to read or set a cookie’s value.	M	M
3.2.18	Logout functionality must be available from all pages.	M	M
3.2.19	Logout functionality should fully terminate the associated session or connection.	M	M
3.2.1	Enforce the changing of temporary passwords on the next use.	M	M
<b>3.3</b>	<b>ACCESS CONTROL</b>		
3.3.1	Use only trusted system objects, e.g., server side session objects, for making access authorization decisions.	M	M
3.3.2	Use a single site-wide component to check access authorization. This includes libraries that call external authorization services.	M	M
3.3.3	Access controls should fail securely such that if they are not working properly, access to the resources are denied by default.	M	M
3.3.4	Enforce authorization controls on every request, including those made by server side scripts, “includes” and requests from rich client-side technologies like AJAX and Flash.	R	M
3.3.5	Segregate privileged access control code from other application code.	M	M
3.3.6	Restrict access to files or other resources, including those outside the application’s direct control, to only authorized users.	M	M
3.3.7	Restrict access to protected URLs to only authorized users.	M	M
3.3.8	Restrict access to protected functions to only authorized users.	M	M

	<b>Secure Coding Requirements Checklist</b>	<b>General Applications</b>	<b>Sensitive /Confidential Applications</b>
3.3.9	Restrict direct object references to only authorized users.	M	M
3.3.10	Restrict access to services to only authorized users.	M	M
3.3.11	Restrict access to application data to only authorized users.	M	M
3.3.12	Restrict access to user and data attributes and policy information used by access controls.	M	M
3.3.13	Server side implementation and presentation layer representations of access control rules must match.	M	M
3.3.14	If state data must be stored on the client, use encryption and integrity checking on the server side to catch state tampering.	M	M
3.3.15	Limit the number of transactions a single user or device can perform in a given period of time. The transactions/time should be above the actual business requirement, but low enough to deter automated attacks.	M	M
3.3.16	Use the “referrer” header as a supplemental check only. It should never be the sole authorization check as it can be spoofed.	M	M
3.3.17	If long authenticated sessions are allowed, periodically re-validate a user’s authorization to ensure that their privileges have not changed and if they have, log the user out and force them to re-authenticate.	R	M
3.3.18	Implement account auditing and enforce the disabling of unused accounts (e.g., 30 days from the expiration of an account’s password)	M	M
3.3.19	The application must support disabling of accounts and terminating sessions when authorization ceases (e.g., employment status)	M	M
3.3.20	Service accounts or accounts supporting connections to or from external systems should have the least privilege possible.	M	M
<b>3.4</b>	<b>DATABASE SECURITY</b>		
3.4.1	The application must use the lowest possible level (least) of privilege when accessing the database.	M	M
3.4.2	The application with sensitive data must communicate with the database over an encrypted channel.	R	M
3.4.3	Use secure credentials that meet the County’s password complexity requirements for database access.	M	M
3.4.4	Remove or change all default database administrative passwords. Utilize strong passwords/phrases or implement multi-factor authentication.	M	M
3.4.5	Make use of the Data Access Layer (DAL) to interface with the database, (e.g., stored procedures, parameterized queries, etc.) to prevent direct database access.	M	M
3.4.6	Remove unnecessary default vendor content (e.g., sample schemas)	M	M
3.4.7	Disable any default accounts that are not required to support business requirements.	M	M
3.4.8	Utilize input validation and output encoding and be sure to address meta characters. If these fail, do not run the database command.	M	M
3.4.9	Ensure that variables are strongly typed.	M	M
3.4.10	Use strongly typed parameterized queries.	M	M

	<b>Secure Coding Requirements Checklist</b>	<b>General Applications</b>	<b>Sensitive /Confidential Applications</b>
3.4.11	If the application uses functional error handling for database connections (e.g., TRY CATCH block), its use must be comprehensive and thorough.	M	M
3.4.12	Do not hard code connection credentials. They must be stored in an encrypted manner. Access to files containing connection credential must be restricted. Whenever possible, the file should be stored outside the web document root.	M	M
3.4.13	Do not hard code connection strings within the application. Connection strings should be encrypted and stored in a separate configuration file on a trusted system.	M	M
3.4.14	The application must connect to the database with different credentials for every trust distinction (e.g., user, read-only user, guest, administrators).	R	M
3.4.15	Use stored procedures to abstract data access and allow for the removal of permissions to the tables in the database.	M	M
3.4.16	Use parameterized SQL statements. Do not use string concatenation or string replacement to build SQL statements.	M	M
3.4.17	Terminate the connection as soon as possible.	M	M
<b>3.5</b>	<b>AUTHENTICATION and PASSWORD MANAGEMENT</b>		
3.5.2	Temporary passwords and verification links should have a short expiration time (e.g., 1 day)	M	M
3.5.3	All passwords must be unique and meet the County password standards.	M	M
3.5.4	Provide feedback on the strength of passwords when it is being created for the first time.	R	R
3.5.5	Authentication uses a challenge-response mechanism to reduce (but not block) the effectiveness of sniffing attacks.	R	R
3.5.6	Username and/or Password should not be based on full or partial Social Security Number (SSN). Current applications using SSN as a form of identification should only use the last four digits.	M	M
3.5.7	For external public facing applications, the initial user enrollment process must require the input of a minimum of two pieces of private information to be used for user identification and password reset.	M	M
3.5.8	When obtaining answers to the security questions, a message should be posted warning the user not to use publicly known information (e.g., pet's name on a social network page).	R	R
3.5.9	After authentication, the application should track the hashed value based on the session instead of the user's password.	R	M
3.5.10	Use only POST requests to transmit authentication credentials.	M	M
3.5.11	Segregate authentication login and use redirection after login.	R	M
3.5.12	All authentication controls should fail securely (e.g., session is terminated)	M	M
3.5.13	Sensitive user actions must require a two-factor authentication process.	R	M
3.5.14	Send password over an encrypted connection.	M	M

	<b>Secure Coding Requirements Checklist</b>	<b>General Applications</b>	<b>Sensitive /Confidential Applications</b>
3.5.15	Password entry must be obscured on the user’s screen. (e.g., on web forms use the input type “Password”)	M	M
3.5.16	Passwords must be stored using non-reversible encryption.	M	M
3.5.17	If a user forgets their password, then a password reset function will generate a new temporary password delivered to the user in a secure manner.	M	M
3.5.18	An administrative function should be provided to improve monitoring of password reset activity.	R	R
3.5.19	Use a salted version of a cryptographically strong one-way hash algorithm for password credential hashes, such as SHA-256. Do not use the MD5 algorithm if it can be avoided.	R	M
3.5.20	Enforce account lockout policy (e.g., disable account after an established number of invalid login attempts within a period of time).	M	M
3.5.21	The application should employ a secure protocol (e.g., https, TSL) for transmission of sensitive data such as user authentication credentials.	M	M
3.5.22	Error conditions should not indicate which part of the authentication data was incorrect. For example, instead of “Invalid username” or “Invalid password”, just use “Invalid username and/or password” for both.	M	M
3.5.23	If using third party code for authentication, inspect the code carefully to ensure it is not affected by any malicious code.	M	M
3.5.24	Use context to add security to authentication (e.g., device ID, IP location).	R	M
<b>3.6</b>	<b>OUTPUT ENCODING</b>		
3.6.1	Implement all output encoding on the server side.	M	M
3.6.2	Utilize a standard, tested routine for each type of outbound encoding.	M	M
3.6.3	Verify that all output data are properly sanitized and escaped/encoded (including HTML elements, attributes, JavaScript data values, CSS Blocks, and URI attributes, SQL, XML, LDAP, and operating systems commands) for the application context.	M	M
<b>3.7</b>	<b>ERROR HANDLING and LOGGING</b>		
3.7.1	Do not disclose sensitive information in error responses, including system details, session identifiers or account information.	M	M
3.7.2	Do not store sensitive information in logs, including unnecessary system details, session identifiers or passwords.	M	M
3.7.3	Use error handlers that do not display debugging or stack trace information.	M	M
3.7.4	Implement generic error messages and use custom error pages	M	M
3.7.5	The application should handle application errors and not rely on the server configuration	M	M
3.7.6	Properly free allocated memory when error conditions occur.	M	M
3.7.7	Error handling logic associated with security controls should deny access by default.	M	M
3.7.8	All logging controls should be implemented on a trusted system (e.g., The server).	M	M

	<b>Secure Coding Requirements Checklist</b>	<b>General Applications</b>	<b>Sensitive /Confidential Applications</b>
3.7.9	Any logs that are generated must be sent to a centralized location for storage. This central log server must employ the strictest level of security, restricting access to logs to only authorized individuals.	M	M
3.7.10	The application must write to a custom error log which will provide useful information for debugging the application as well as identifying malicious activity.	M	M
3.7.11	Centralized logs from 3.7.8 must be sent to the central log server over an encrypted channel.	M	M
3.7.12	Logging controls should support both success and failure of specified security events.	M	M
3.7.13	Ensure log entries that include un-trusted data will not execute as code in the intended log viewing interface or software.	M	M
3.7.14	Ensure logs contain important log event data:		
	a. Log all input validation failures.	R	M
	b. Log all authentication attempts.	M	M
	c. Log all access control failures.	M	M
	d. Log all apparent tampering events, including unexpected changes to state data	M	M
	e. Log attempts to connect with invalid or expired session ID.	M	M
	f. Log all system exceptions.	M	M
	g. Log all administrative functions, including changes to the security configuration settings.	M	M
	h. Log all backend TLS (Transport Layer Security) connection failures.	M	M
	i. Log cryptographic module failures	M	M
3.7.15	Use a cryptographic hash function to validate log entry integrity	R	M
<b>3.8</b>	<b>APPLICATION AUDIT EVENTS</b>		
3.8.1	The user ID and source IP address is recorded for authentication success and failure.	M	M
3.8.2	The user ID and source IP address is recorded for each modification of sensitive profile information (i.e., SSN, home address, etc.).	M	M
3.8.3	The user ID and source IP address is recorded for each access to financial information.	M	M
3.8.4	Log for malicious input (i.e., for SQL injection, input validation, and buffer overflow attacks).	M	M
3.8.5	Log attempts to connect with invalid or expired session identifiers.	M	M
3.8.6	The information recorded for each event should be enough to identify a user and the associated activities.	M	M
<b>3.9</b>	<b>FILE MANAGEMENT</b>		
3.9.1	Do not pass user supplied data directly to any dynamic include function.	M	M

	<b>Secure Coding Requirements Checklist</b>	<b>General Applications</b>	<b>Sensitive /Confidential Applications</b>
3.9.2	Do not pass user supplied data into a dynamic redirect. If this must be allowed, then the redirect should accept only validated relative path URLs.	M	M
3.9.3	Do not pass directory or file paths. Use index values mapped to pre-defined list of paths.	M	M
3.9.4	File references should remove all directory traversal characters. Never send the absolute file path to the client.	M	M
3.9.5	Limit the type of files that can be uploaded to only those types that are needed for business purposes to prevent malicious embedded code.	M	M
3.9.6	Require verification such as authentication or CAPTCHA before allowing a file to be uploaded.	M	M
3.9.7	Validate that the uploaded files are the expected type by checking file headers. Checking for file type by extension alone is not sufficient.	M	M
3.9.8	Implement file size upload restriction to prevent rogue uploads from filling up the drive space.	M	M
3.9.9	Do not save files in the same web context as the application. Files should either go to the content server or in the database.	M	M
3.9.10	Prevent or restrict the uploading of any file that may be interpreted and executed by the web server.	M	M
3.9.11	Turn off execution privileges on file upload directories. Ensure application files and resources are read-only.	M	M
3.9.12	When referencing existing files, use a “whitelist” of allowed file names and types. Validate the value of the parameter being passed and reject it if it does not match one of the expected values.	M	M
3.9.13	Files are only retrieved from a specific directory which does not contain application code.	M	M
<b>3.10</b>	<b>MEMORY MANAGEMENT (If Applicable)</b>		
3.10.1	Ensure that the buffer size is as large as specified.	M	M
3.10.2	Check buffer boundaries to prevent writing beyond the allocated buffer size.	M	M
3.10.3	Check buffer boundaries if calling the function in a loop and make sure there is no danger of writing past the allocated buffer size.	M	M
3.10.4	Truncate all input strings to a reasonable length before passing them to the copy and concatenation functions.	M	M
3.10.5	Specifically close resources, don’t rely on garbage collection. (e.g., connection objects, file handles, etc.)	M	M
3.10.6	Use non-executable stacks when available.	M	M
3.10.7	Avoid the use of known vulnerable functions (e.g., printf, strcat, strcpy, etc.)	M	M
3.10.8	Properly free allocated memory upon the completion of functions and at all exit points.	M	M
<b>3.11</b>	<b>DATA PROTECTION</b>		
3.11.1	Implement least privilege; restrict users to only the functionality, data and system information that is required to perform their tasks.	M	M



	<b>Secure Coding Requirements Checklist</b>	<b>General Applications</b>	<b>Sensitive /Confidential Applications</b>
3.11.2	Protect all cached or temporary copies of sensitive data stored on the server from unauthorized access and purge those temporary working files as soon as they are no longer required.	R	M
3.11.3	Encrypt highly sensitive stored information, such as authentication verification data, even on the server side.	M	M
3.11.4	Encryption and MAC (message authentication code) must be applied to cookies or fields with sensitive data.	M	M
3.11.5	Protect server-side source code from being downloaded by a user.	M	M
3.11.6	Remove comments in user accessible production code that may reveal backend system or other sensitive information.	M	M
3.11.7	Remove unnecessary application and system documentation as this can reveal useful information to attackers.	M	M
3.11.8	Do not include sensitive information in HTTP GET request parameters.	M	M
3.11.9	Disable auto complete features on forms expected to contain sensitive information, including authentication.	M	M
3.11.10	Disable client side caching on pages containing sensitive information.	M	M
3.11.11	Implement appropriate access controls for sensitive data stored on the server. This includes cached data, temporary files and data that should be accessible only by specific users.	M	M
3.12	<b>COMMUNICATION SECURITY (For System Administrators)</b>		
3.12.1	TLS certificates should be valid and have the correct domain name, not be expired, and be installed with intermediate certificates when required.	R	M
3.12.2	Failed TLS connections should not fall back to an insecure connection.	M	M
3.12.3	Utilize TLS connections for all content requiring authenticated access and for all other sensitive information.	M	M
3.12.4	Utilize TLS for connections to external systems that involve sensitive information or functions.	M	M
3.12.5	Utilize a single standard TLS implementation that is configured appropriately.	M	M
3.12.6	Specify character encodings for all connections.	R	M
3.12.7	Filter parameters containing sensitive information from the HTTP referrer, when linking to external sites.	M	M
3.13	<b>WEB SERVER CONFIGURATION (For System Administrators)</b>		
3.13.1	The security configuration for the application should be able to be output in human readable form to support auditing.	M	M
3.13.2	Disable unnecessary HTTP methods, such as WebDAV extensions.	M	M
3.13.3	Remove all unnecessary functionality and files.	M	M
3.13.4	Remove test code or any functionality not intended for production, prior to deployment.	M	M
3.13.5	Turn off directory listings.	M	M

	<b>Secure Coding Requirements Checklist</b>	<b>General Applications</b>	<b>Sensitive /Confidential Applications</b>
3.13.6	Configure server to prevent leaking of information such as version, patch revision, etc. to clients. Ex: on Apache, set ServerTokens Prod and ServerSignature Off in httpd.conf	M	M

## 4.0 Mobile Application Security Requirements

A mobile application is an application that resides on a mobile device and leverages server-side resources. In addition to the security requirements stated in this document, mobile applications ***must adhere*** to the following controls and design principles to eliminate the most common mobile application vulnerabilities.

	<b>Secure Coding Requirements Checklist</b>	<b>General Applications</b>	<b>Sensitive /Confidential Applications</b>
<b>4.0</b>	<b>PROTECT SENSITIVE DATA AT REST</b> Reference Section 3.11		
4.0.1	Sensitive data should be stored on the server instead of the client-side/mobile device. When storing sensitive data on the device is unavoidable, the application specific storage on the device must be encrypted.	R	M
4.0.2	Do not store information locally on the device beyond the period required by the application and business owner. Reference the Board Of Supervisors (BOS) Policy 3.040.	M	M
4.0.3	Do not store temporary/cached data in a world readable directory. Applications should delete temporary/cached data automatically when it is no longer in use to prevent sensitive data from remaining in cache indefinitely.	M	M
4.0.4	Use a randomly-generated number instead of the device ID number as an identifier (e.g., session ID). Apply the same data minimization principles to application sessions as you would to http sessions and cookies.	M	M
4.0.5	Applications on managed devices should leverage remote wipe and kill switch APIs (OS-level or purpose-built) to remove sensitive information from the device in the event of theft or loss.	M	M
4.0.6	SMS, MMS or notifications should not be used to send sensitive data to or from mobile end-points.	R	R
<b>4.2</b>	<b>HANDLE PASSWORD CREDENTIALS SECURELY</b> Reference Section 3.1		
4.2.1	Do not embed any passwords in the application. Do not use a generic shared password for integration with the backend (i.e., password embedded in code). Mobile application binaries can be easily downloaded and reverse engineered.	M	M
4.2.2	In case passwords need to be stored on the device, leverage the encryption and key-store mechanisms provided by the mobile OS to securely store passwords, password equivalents and authentication tokens. Passwords must be stored in a salted hash format .	M	M
4.2.3	Ensure passwords and keys are not visible in cache or logs.	M	M
4.2.4	Provide the ability for the mobile user to change/remove passwords on the device.	M	M
4.2.5	Consider using authentication tokens (e.g., County RSA SecureID Tokens) instead of passwords.	R	M
<b>4.3</b>	<b>IMPLEMENT USER AUTHENTICATION AND SESSION MANAGEMENT</b> Reference Section 3.2		
4.3.1	Use context to add security to authentication (e.g., device ID, geo-location).	R	M
4.3.2	Implement two factor authentications for applications giving access to sensitive data or interfaces where possible.	R	M
4.3.3	Use authentication that ties back to the end user’s identity, rather than the device identity. Users maintain their own credentials and applications transmit the user’s credentials to the server for authentication.	M	M

	<b>Secure Coding Requirements Checklist</b>	<b>General Applications</b>	<b>Sensitive /Confidential Applications</b>
<b>4.4</b>	<b>KEEP THE BACKEND API (Services) AND THE PLATFORM (Server) SECURE</b>		
4.4.1	Carry out a specific check of your code for sensitive information (i.e., metadata, comments, file names) that may be unintentionally disclosed, such as when information is transferred between the mobile device and web-server back-end and other external interfaces.	M	M
4.4.2	All back-end services (e.g., REST/Web Services) for mobile applications should be tested for vulnerabilities periodically using static code analyzer tools and fuzzing tools for testing and finding security flaws.	M	M
4.4.3	Ensure that the back-end platform (server) is running with a hardened configuration with the latest security patches regularly applied to the OS, web server and other application components.	M	M
4.4.4	Ensure adequate and secured logs are retained on the back-end in order to detect and respond to incidents and perform forensics (e.g., within the limits of data protection law).	M	M
	Ensure that input is entered by a person and not a script by employing techniques such as image validation and CAPTCHA .	M	M
4.4.5	Reduce the risk from DDoS attacks by employing rate limiting and throttling on a per-user/IP basis.	M	M
4.4.6	Test for DoS vulnerabilities where the server may become overwhelmed by certain resource intensive application calls.	M	M
	Plan for post deployment optimization with the deployment team to ensure the connection string timeouts are optimized to strike a balance between allowing legitimate application calls and timing out on possible malicious application calls.	R	M
4.4.7	Perform testing of the backend Web Service, REST or API to determine whether vulnerabilities exist. Perform abuse case testing, in addition to use case testing.	M	M
<b>4.5</b>	<b>SECURE DATA INTEGRATION WITH THIRD PARTY SERVICES AND APPLICATIONS</b>		
4.5.1	Test and verify the security/authenticity of any third party code/libraries used in your mobile application prior to incorporation within an application (e.g., reliable source, vendor supported, no backend trojans, licensing terms/agreement).	M	M
4.5.2	Track all third party frameworks/APIs used in the mobile application for security patches (e.g., subscribe to vendor listserv). A corresponding security update/release must be done for the mobile applications using these third party APIs/frameworks.	M	M
4.5.3	All data received from and sent to third party applications must be validated before processing in an application.	M	M
<b>4.6</b>	<b>IMPLEMENT CONTROLS TO PREVENT UNAUTHORIZED ACCESS TO PAID-FOR RESOURCES (e.g., wallet, SMS, NFC Payments, Phone calls)</b>		
4.6.1	Maintain logs of access to paid resources in a non-reputable format and make them available to the end-user for review (e.g., signed receipt sent to server back-end). Logs should be protected from unauthorized access and manipulation.	M	M

	<b>Secure Coding Requirements Checklist</b>	<b>General Applications</b>	<b>Sensitive /Confidential Applications</b>
4.6.2	Check for abnormal usage patterns in paid resource usage and require re-authentication (e.g., significant changes in location, user language change).	M	M
4.6.3	Consider using a white-list model by default for paid resource addressing (e.g., address book only unless specifically authorized for phone calls).	M	M
4.6.4	Authenticate all API calls to paid resources (e.g. using an application developer certificate, API keys).	M	M
4.6.5	Ensure that wallet API callbacks do not pass clear text account/pricing/billing/item information.	M	M
4.6.6	Warn user and obtain consent for any cost implications for application behavior.	M	M
<b>4.7</b>	<b>ENSURE SECURE DISTRIBUTION/PROVISIONING OF MOBILE APPLICATIONS</b>		
4.7.1	Applications must be designed and provisioned to allow updates for security patches, taking into account the requirements for approval by app-stores and the extra delay this may incur.	M	M
4.7.2	Distributing applications through official app-stores provides a safety net in case issues or vulnerabilities are discovered in your application. Most app-stores are able to remove malicious applications from their store front at short notice in case of an incident.	M	M
4.7.3	Provide feedback channels for users to report security problems with applications (e.g., a security@ email address).	M	M
4.7.4	Developers should digitally sign their mobile applications to help end-users better distinguish between trusted versus potentially questionable code.	M	M
<b>4.8</b>	<b>CAREFULLY CHECK ANY RUNTIME INTERPRETATION OF CODE FOR ERRORS</b>		
4.8.1	Run interpreters at minimal privilege levels.	M	M
4.8.2	Define comprehensive escape syntax (e.g., try-catch routine) as appropriate.	M	M
4.8.3	Fuzz test (i.e., abuse case test) interpreters.	M	M
4.8.4	Sandbox interpreters.	M	M

#### 4.1 Relevant general coding best practices:

The following are some of the most important general coding best practices, **particularly relevant to mobile coding**:

- To prevent SQL Injection, [parameterized queries](https://www.owasp.org/index.php/Query_Parameterization_Cheat_Sheet) must be implemented.  
[https://www.owasp.org/index.php/Query\\_Parameterization\\_Cheat\\_Sheet](https://www.owasp.org/index.php/Query_Parameterization_Cheat_Sheet)
- Validate all inputs and outputs.
- Minimize lines and complexity of code where possible.
- Use safe, high-level development languages to avoid issues such as buffer-overflow.
- Use safe string functions to avoid buffer and integer overflow.
- Implement a security report handling point (e.g., security@example.com).
- Use static code analyzers and dynamic application scanners to find security flaws.
- Run applications with the minimum privilege required for the application on the operating system. Be aware of privileges granted by default by APIs and disable them.
- Never authorize code/application to execute with root/system administrator privilege.
- Remove all test code before releasing the application.
- Remove all comments from text-based code (e.g., HTML, CGI, scripting) prior to releasing the application.
- Perform abuse case testing, in addition to use case testing.
- Always perform testing as a standard user as well as a privileged user.
- Avoid opening application-specific listener ports on the client device. Use the communication mechanisms provided by the OS.
- Ensure logging is done appropriately but do not record excessive logs, especially those including sensitive user information.

#### **4.2 Enterprise-specific Guidelines:**

- If a business-sensitive application needs to be provisioned on a device, applications should enforce a higher security posture on the device, such as PIN, remote management/wipe, application monitoring.
- Device certificates can be used for stronger device authentication.
- Ensure that application testing properly simulates the enterprise's diverse user base and site locations.



## 5.0 References

a) **Countywide Information Security Website**

<http://ciointranet.lacounty.gov/Pages/Security.aspx/>

The County's Information Security intranet website has a wealth of information regarding how to code secure applications as well as using a development methodology from Microsoft called the Security Development Lifecycle (SDL). SDL is similar in scope with the Systems Development Lifecycle (SDLC); however, it incorporates security protections at the beginning of the application lifecycle.

b) **OWASP Secure Coding Practices – Quick Reference Guide**

[http://www.owasp.org/index.php/OWASP\\_Secure\\_Coding\\_Practices\\_-\\_Quick\\_Reference\\_Guide](http://www.owasp.org/index.php/OWASP_Secure_Coding_Practices_-_Quick_Reference_Guide)

The guide is a technology agnostic set of general software security coding practices, in a comprehensive checklist format, that can be integrated into the development lifecycle. The focus is on secure coding requirements, rather than on vulnerabilities and exploits.

c) **OWASP Mobile Security Project**

[https://www.owasp.org/index.php/OWASP\\_Mobile\\_Security\\_Project](https://www.owasp.org/index.php/OWASP_Mobile_Security_Project)

The OWASP Mobile Security Project is a centralized resource intended to give developers and security teams the resources they need to build and maintain secure mobile applications. The goal is to classify mobile security risks and provide developmental controls to reduce their impact or likelihood of exploitation.

d) **OWASP Web Application Security Testing Cheat Sheet**

[https://www.owasp.org/index.php/Web\\_Application\\_Security\\_Testing\\_Cheat\\_Sheet](https://www.owasp.org/index.php/Web_Application_Security_Testing_Cheat_Sheet)

This cheat sheet provides a checklist of tasks to be performed when performing a blackbox security test of a web application.

e) **The World Wide Web Security FAQ**

[www.w3.org/Security/Faq](http://www.w3.org/Security/Faq)

The World Wide Web Consortium (W3C) hosts this document as a service to the Web Community; however, it does not endorse its contents. However, it has a wealth of valuable information that includes FAQs for application security and general security information as well as client-side, server-side, CGI-Scripts, protecting confidential documents, and denial-of-service attacks.

f) **CERT Software Engineering Institute**  
<http://www.cert.org/advisories/CA-1997-25.html>

The CERT Coordination Center has received reports and seen mailing list discussions of a problem with some CGI scripts, which allow an attacker to execute arbitrary commands on a WWW server under the effective user-id of the server process. The problem lies in how the scripts are written, NOT in the scripting languages themselves.

g) <http://www.webopedia.com>

This web site is very useful as a reference guide (e.g., encyclopedia) in identifying and gaining definitions of information technology related terms and acronyms. In other words, this site is dedicated to computer technology.

h) <http://msdn.microsoft.com/en-us/magazine/gg309184.aspx>

MSDN Security briefs – web application configuration security.

i) Hack Notes: Web Security Portable Reference, Mike Shema; 174 pages, 2003, McGraw-Hill Companies. This book is an excellent resource that comprises information on how hackers break into web applications with a tool as fundamental as a web browser, guard against simple to complex web application attacks, strengthen web application security using a detailed methodology for testing and secure coding, as well as eliminate susceptibility to E-commerce, SQL injection, and input validation hacks.

j) Writing Secure Code, Microsoft Second Edition, Michael Howard and David LeBlanc; 768 pages, 2003, Microsoft Press. This book is required reading at Microsoft, as indicated by Bill Gates. It covers practical strategies and techniques for secure application coding in a networked world.



Exhibit B.3 (Application Security Requirements)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution



# Application Security Requirements

Version 2.1

**Reference: County Board Of Supervisors Information Security Policies**

**Developed by: Security Engineering Team - Applications Security**

## Introduction

### Security Requirements Goals and Objectives:

The Security Requirements for Software Applications outlines the overall security requirements that need to be addressed for every software application deployed and/or used by the County of Los Angeles. These requirements would apply to all County and externally hosted applications: County developed, third-party developed applications.

These requirements include the overall security capabilities needed to support the business processes for County departments and agencies. At a minimum, these requirements will be used to track, test and monitor the overall System's security capabilities that shall consistently be met throughout the terms of the resultant agreement.

Requests for exceptions to any specific requirements within this requirement must be reviewed by IT Security and approved by the Departmental management. The request should specifically state the scope of the exception along with justification for granting the exception, the potential impact or risk attendant upon granting the exception, and risk mitigation measures to be undertaken by the project. The departmental management will review such requests, confer with the requesting project team and approve as appropriate.

Name of Application: \_\_\_\_\_

\_\_\_\_\_  
Application Owner Name

\_\_\_\_\_  
Application Owner Signature

\_\_\_\_\_  
DISO Name:

\_\_\_\_\_  
DISO Signature

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County of Los Angeles Security Requirements for Software Applications

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments / Indicate Any Compensating Controls if Requirements Not Met
1.0	<b>Comply with County Web Application Secure Coding Standards</b>		
2.0	<b>Authentication (Login/Sign-on)</b>		
2.1	Authentication mechanism uses password that meets the County Password Security Standard	N/A	Passwords will not be stored in Avatar or ProviderConnect. Avatar and ProviderConnect will authenticate via county AD.
2.2	Authentication must take place over a secured/encrypted transport protocol (e.g., HTTPS)	Y	
2.3	Application login must be integrated with a central department and/or county authentication mechanism (e.g., AD)	Y	The system will be integrated with an AD per the Exhibit M (Interfaces).
2.4	System encrypts passwords before transmission	Y	
2.5	Ensure passwords are hashed and salted before storage	N/A	Passwords will not be stored in Avatar or ProviderConnect. Avatar and ProviderConnect will authenticate via county AD.
2.6	For public facing applications, implement multi-factor authentication for applications with sensitive (e.g., password) and/or confidential information (e.g., PII, PHI)	Y	The system will be integrated with an AD per the Exhibit M (Interfaces) which will provide the multi-factor authentication.
3.0	<b>Authorization (Permissions)</b>		
3.1	Users are associated with a well-defined set of roles and privileges	Y	

County of Los Angeles Security Requirements for Software Applications

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments / Indicate Any Compensating Controls if Requirements Not Met
3.2	Users accessing resources hold valid credentials to do so, for example: <ul style="list-style-type: none"> <li>• User interface (UI) only shows navigation to authorized functions</li> <li>• Server side authorization checks for every function</li> <li>• Server side checks do not solely rely on information provided by user</li> </ul>	Y	
3.3	Role and permission metadata is protected from replay or tampering by using one of the following: <ul style="list-style-type: none"> <li>• Tokens/tickets expires after a single use or after a brief period</li> <li>• Standard authorization/authentication protocol (e.g., SAML, OAuth)</li> </ul>	Y	
4.0	<b>Configuration Management (Database and Application Configuration Security)</b>		
4.1	Database Security: System restricts users from directly accessing the database	Y	



County of Los Angeles Security Requirements for Software Applications

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments / Indicate Any Compensating Controls if Requirements Not Met
4.2	Application Configuration stores (e.g., web.config, httpd.conf) are secured from unauthorized access and tampering (secure file access permissions)	Y	
4.3	Application/database connection credentials need to be encrypted in transit and in storage	Y	
4.4	Application/database connection and service accounts must comply with least privilege principle (must not be database admin account)	Y	
<b>5.0</b>	<b>Data Security</b>		
5.1	Sensitive (e.g., password) and/or confidential data (e.g., PII, PHI) at rest and in transit must be in an encrypted format (i.e., Board of Supervisors Policy No. 5.200)	Y	
5.2	Provide database/file encryption for protection of sensitive data fields while the data is at rest (e.g., stored data)	Y	
<b>6.0</b>	<b>Audit logging and reporting</b>		

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments / Indicate Any Compensating Controls if Requirements Not Met
6.1	<p>Auditing and logging an event in the system must include, at a minimum:</p> <ul style="list-style-type: none"> <li>• Successful and unsuccessful logons to application</li> <li>• Security Configuration changes (add, delete users, change roles/group permissions, etc)</li> <li>• Sensitive business transaction/functions (e.g., override approvals)</li> <li>• All logged information is handled securely and protected as per its data classification</li> </ul>	Y	
6.2	<p>The event parameters logged must include:</p> <ul style="list-style-type: none"> <li>• User or system account ID</li> <li>• Date/time stamp</li> <li>• IP address</li> <li>• Error/event code and type</li> <li>• Type of transaction</li> </ul>		<p>This is tracked using Guardian for Avatar.</p> <p>Via Guardian for Avatar. ProviderConnect does not.</p> <p>This is not stored explicitly but can be determined based on audit logs.</p>

County of Los Angeles Security Requirements for Software Applications

Section Number	Security Requirements	Meets RQMTS (Y/N)	Comments / Indicate Any Compensating Controls if Requirements Not Met
	<ul style="list-style-type: none"> <li>• User device or peripheral device involved in transactions</li> <li>• Outcome (success or failure) of the event</li> </ul>		<p>This will be tracked by Microsoft as part of the new Azure integration. This is not tracked by Netsmart</p> <p>Avatar will track this via Guardiant. ProviderConnect does not track this.</p>
6.3	Application provides audit reports such as configuration, user accounts, roles and privileges	Y	
6.4	Audit logs must be compliant with applicable regulatory requirements and retention schedules	Y	myAvatar and ProviderConnect do not purge data. Any required maximum retention (like a maximum of 10 years) would require development.
<b>7.0</b>	<b>Reference</b>		
7.1	County Web Application Secure Coding Standards		
7.2	County Password Security Standard		
7.3	Database Security Standard		
7.4	County Windows Server Baseline Security Standard		
7.5	Risk Management Analysis Standard (CIS Top 20 – Control 18)		
7.6	Board of Supervisors Policy No. 5.200 - Contractor Protection of Electronic County Information		
7.7	OWASP Application Security Verification Standard v3		



Exhibit B.4 (Disaster Recovery and  
Business Continuity Guidelines)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT B.4**  
**DISASTER RECOVERY AND BUSINESS CONTINUITY GUIDELINES**

The following represent guidelines for Contractor’s Disaster Recovery and Business Continuity programs in support of County. Contractor shall provide County with a written copy of its disaster recovery and business continuity plans (collectively, the “Plan”).

Contractor must be able to demonstrate a viable Disaster Recovery and Business Continuity program that includes Planning, Testing, and Reporting components which will support Exhibit B (Service Level Agreement) and Exhibit C (Hosting Services Terms and Conditions) of the Agreement). Contractor must also demonstrate a process by which the overall program is maintained and kept current. Contractor shall certify on a quarterly basis to County that all required plan maintenance has been performed and that the Plan is up to date.

1. The Plan shall include, but is not limited to, the following content:

1.1 Overall Program Description:

- (a) Affiliate name, description, and operational location(s)
- (b) Version Information:
  - (i) Current Version and Approval Date
  - (ii) Version History
- (c) Most Recent Test Date
- (d) Plan Author, Owner, and Approver

1.2 For each function performed on behalf of County:

- (a) Description including location(s), both primary and backup, where work is performed
- (b) Criticality as agreed between Contractor and County
- (c) Recovery requirements including:
  - (i) Recovery Time Objective
  - (ii) Recovery Point Objective (if applicable)
  - (iii) Recovery Capacity Objective
- (d) Recovery capability for potential service disruptions including but not limited to:
  - (i) National and/or Regional risks such as weather hazards, political issues, geologic instability, etc.
  - (ii) Loss of primary workspace
  - (iii) Loss of supporting infrastructure – telecommunications, networks, etc.
  - (iv) Loss of critical third party contractors
  - (v) Unavailability of personnel – all potential situations including but not limited to widespread medical emergencies including pandemics

- (e) Recovery Strategies
  - 1.3 Recovery Team including roles, responsibilities, staffing, training, and awareness programs
  - 1.4 Internal notification and escalation process
  - 1.5 Notification and disruption management process with County and other external entities
  - 1.6 Site evacuation and/or relocation strategies
  - 1.7 Detailed tasks and procedures including but not limited to:
    - (a) Tasks to be performed and estimated duration
    - (b) Dependencies
    - (c) Required providers, sub-contractors, and suppliers
      - (i) Including contact information, access/account numbers, activation instructions and authorized personnel at Contractor who may initiate Contractor recovery activities
  - 1.8 Evidence that Contractor has required and verified Recovery capability of sub-providers and other parties that Contractor is dependent on to provide Services to County.
2. The Test Planning Process shall include, but is not limited to, the following content:
- 2.1 Testing Methodology, Scope, and Objectives including but not limited to:
    - (a) Support for Plan and Contract requirements
    - (b) Documentation of variances between test objectives and contract requirements (if any)
    - (c) Documentation of variances between test and actual disruption recovery processes (if any)
    - (d) Performance measurement requirements
    - (e) Success criteria
    - (f) Issue tracking, management, and resolution processes and procedures
    - (g) Involvement of external entities such as County, infrastructure providers, and third party Contractors
  - 2.2 Test Environment Setup and Execution including but not limited to:
    - (a) Environment configuration and capacities
      - (i) Documentation of variances between test and production environments such as transactions, number of users, data source sizing, etc.
    - (b) Test cases and execution scripts
    - (c) Resource requirements including but not limited to:

- (i) Technology and facility infrastructure
- (ii) Personnel – primary and backup staff participation
- (iii) External entity involvement
- (d) Measures to isolate production systems from possible disruption during the course of testing

3. The Test Reporting Process shall include, but is not limited to, the following content:

- 3.1 Testing results summary including overall success or failure of the test
- 3.2 Testing results vs. objectives
  - (a) Explanation of discrepancies (if any)
- 3.3 Listing of issues from prior tests that were confirmed as being resolved with this exercise
- 3.4 Listing of issues identified including priority, responsible party and schedule for resolution
- 3.5 Statement as to whether test results demonstrate ability to meet contract requirements should a real disruption occur
- 3.6 Final test plan that was used (as an Appendix)
- 3.7 Modifications required to the disaster recovery plan based on results of testing

4. The Plan shall include activities required to return to normal operations as per the below (or equivalent):

Contractor must provide activities necessary for restoring operations at the original or new site. When the computer center at the original or new site has been restored, *operations* at the [<alternate site>](#) must be transitioned back. The goal is to provide a seamless transition of operations from the [<alternate site>](#) to the computer center.

5. The Plan shall include original or new site restoration as per the below (or equivalent):

- 5.1 Contractor must provide procedures, per necessary team, to restore or replace the original site so that normal operations may be transferred. IT equipment and telecommunications connections should be tested as part of the quarterly compliance.

[?](#) [<Team Name>](#)

[?](#) [Team Resumption Procedures](#)

6. The plan shall provide for concurrent processing as per the below (or equivalent):

- 6.1 Contractor shall provide procedures, per necessary team, to operate the system in coordination with the system at the original or new site. These procedures should include testing the original or new system until it is functioning properly and the contingency system is shut down gracefully.]

[?](#) [<Team Name>](#)

*Team Resumption Procedures*

7. The Plan shall provide for Plan deactivation as per the below (or equivalent):
  - 7.1 *Contractor shall provide procedures, per necessary team, to clean the alternate site of any equipment or other materials belonging to the organization, with a focus on handling sensitive information. Materials, equipment, and backup media should be properly packaged, labeled, and shipped to the appropriate location(s). Team members should be instructed to return to the original or new site]*
    - *<Team Name>*
    - *Team Testing Procedures*
  
8. Contractor shall maintain/update the Plan as changes in the environment occur. Included in the Plan maintenance and updates, the Contractor shall provide evidence for:
  - 8.1 Assessing threats and vulnerabilities as part of the Plan's required risk analysis.
  - 8.2 Assigning priorities to threats and vulnerabilities that may impact computer systems and electronic protected health information affected by the Plan.
  - 8.3 Developing policies and procedures for contingency recovery strategies.
  - 8.4 Implementing contingency recovery plans, discussing these plans with workforce members, training key workforce members to implement plan provisions in the event of a contingency, and periodically testing workforce member compliance and performance with plan provisions.
  - 8.5 Reviewing and updating the Plan periodically. Updates would be required for such items as
    - (a) Changes in the Contractor's environment, personnel or succession lists,
    - (b) Changes in the County's systems and applications, and
    - (c) Changes to Key Performance Indicators (KPI) or Service Level Agreement (SLA) as agreed to with the County.





Exhibit B.5 (SaaS Security/Privacy Assessment)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution



# Software-as-a-Service (SaaS) Vendor Security and Privacy Assessment

Version 1.0

**References:** 6.100 – Information Technology and Security Policy  
6.107 – Information Technology Risk Assessment  
6.108 – Auditing and Compliance  
Countywide Information Security Strategic Plan

**Developed by:** Countywide Application Security Engineering Team

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## 1.0 Purpose

This document will be used to evaluate and compare the vendors' information security and privacy postures but is not limited to assisting in the award of a contract.

## 2.0 Scope

This document will provide a baseline for the evaluation of a vendor hosted and maintained application and to determine the vendor's overall security and privacy posture.

## 3.0 Definitions

**Software as a Service (SaaS)** is a software distribution model in which applications are hosted by a vendor or service provider and made available to customers over the Internet.

**SSAE 16**, or Statement on Standards for Attestation Engagements 16, is a reporting standard for all service auditors' reports. It is a regulation created by the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants (AICPA) for redefining and updating how service companies report on compliance controls. SSAE 16 consists of SOC1, SOC2, and SOC3 reports.

## 4.0 SaaS Vendor Security & Privacy Assessment

No.	SaaS Security & Privacy Assessment	Vendor Response	Exceeds, Met, or Not Met (Description required with feedback)
<b>4.1.0</b>	<b>General Information</b>		
4.1.1	Are all services (e.g., application hosting, data repository, data backup) provided within the contiguous United States? Where?	Yes. Data Centers are located in Kansas City & Ohio.	
4.1.2	Do you require criminal background checks for all personnel with access to IT resources (e.g., hardware, software, data)	Yes	
4.1.3	Are you covered by Cyber Security Liability Insurance?	Yes	
4.1.4	Is there one person assigned to lead, manage and be accountable for security? Is that person at least at a director level?	Yes, our Chief Security Officer.	
4.1.5	Does your company comply with a recognized information security management framework, for example, ISO 27000 series, NIST 800 series, etc.?	Yes, NIST Cybersecurity Framework	
4.1.6	Is there a security awareness training program in place for all employees? Describe the program and frequency of re-certification and/or re-education.	Yes, annual training with certification.	

No.	SaaS Security & Privacy Assessment	Vendor Response	Exceeds, Met, or Not Met (Description required with feedback)
<b>4.2.0</b>	<b>Hosting Environment</b>		
4.2.1	Do you separate your environments from each other, physically and logically (e.g., development, quality assurance, user acceptance testing, staging, production, training environments)?	Yes.	
4.2.2	Is there a Host Intrusion Prevention (HIPS) or Detection (HIDS) system implemented on your servers?	Yes. Standalone HIPS is superseded by multiple levels of compensating controls including next-gen advanced endpoint protection solutions that include intrusion prevention functions.	
4.2.3	Is there a Network Intrusion Prevention (NIPS) or Detection (NIDS) system implemented for your internal network?	Yes.	
4.2.4	Is there a perimeter firewall in place?	Yes.	
4.2.5	Is there a web application firewall (WAF) in place?	Yes.	

No.	SaaS Security & Privacy Assessment	Vendor Response	Exceeds, Met, or Not Met (Description required with feedback)
4.2.6	Is there a security event and information management (SEIM) system in place?	Yes	
4.2.7	Are formalized change management procedures in place, including adequate separation of duties?	Yes	
4.2.8	Are physical access controls in place to ensure appropriate access to IT resources in the hosted environment and, at the minimum, consistent with NIST Special Publication 800-14?	Yes	
<b>4.3.0</b>	<b>Audit and Compliance</b>		
4.3.1	Are you required to comply with any regulations and legislations? Which one(s)? (e.g., HIPAA/HITECH, PCI)	HIPAA	
4.3.2	Do you possess one or more third-party certifications/attestations, some examples are: 1) PCI 2) SSAE 16 Service Organization Control (e.g., SOC Type 2 Attestation)  Please provide an executed copy.	SSAE 16 SOC2	
4.3.3	How often are IT security audits performed?	Annual SOC2, annual third party HIPAA Risk Assessment validation, minimum of annual penetration testing and regular vulnerability analysis	
4.3.4	What types of audits (e.g., penetration (blind and intelligent), vulnerability, and compliance) are performed?	See 4.3.3	
4.3.5	Who performs these audits (e.g., third-party, internal, or both)?	Qualified third party assessors from reputable national firms.	

No.	SaaS Security & Privacy Assessment	Vendor Response	Exceeds, Met, or Not Met (Description required with feedback)
<b>4.4.0</b>	<b>Data Access, Segregation, Encryption, and Destruction</b>		
4.4.1	Is AES-256 encryption or stronger used for all data in storage and consistent with NIST Special Publication 800-57?	Yes, FIPS 140-2 compliant encryption is used.	
4.4.2	Is AES-128 encryption or stronger used for all data in transit and consistent with NIST Special Publications 800-52 and 800-57?	Data in transit is encrypted with TLS 1.0 or greater using AES 128 or stronger	
4.4.3	Is backup media encrypted? If so, please describe how it is achieved.	Yes, using disk level encryption that meets FIPS 140-2 standard	



<b>No.</b>	<b>SaaS Security &amp; Privacy Assessment</b>	<b>Vendor Response</b>	<b>Exceeds, Met, or Not Met (Description required with feedback)</b>
4.4.4	Are encryption keys centrally managed and consistent with NIST Special Publication 800-57?	Yes	
4.4.5	Is a dedicated environment available for storage of customer data?	Yes	
4.4.6	If it is a shared environment, how is the customer data segregated from other shared environments?	Virtual segmentation at every layer per customer.	
4.4.7	Are role-based access controls defined for the infrastructure, hardware, software, and data?	Yes	
4.4.8	Do you have a documented methodology for data backup?	Yes	
4.4.9	Do you have a documented data destruction process for customer data, including storage media?	Yes	

No.	SaaS Security & Privacy Assessment	Vendor Response	Exceeds, Met, or Not Met (Description required with feedback)
<b>4.5.0</b>	<b>Application Security</b>		
4.5.1	Describe your application’s architecture and the different tiers.	Standard three tier architecture with dev, test and prod environments.	
4.5.2	Describe your coding practices.	Industry standard best practices aligned to traditional waterfall methodology with an SSDLC incorporating OWASP SAMM.	
4.5.3	Do you incorporate best practices and recommendations provided in the OWASP Developer’s Guide and OWASP Cheat Sheet Series to implement and enhance your secure software engineering?	Yes, we align to the OWASP SAMM.	
4.5.4	Do you perform web application vulnerability testing/scanning (e.g., static, dynamic)?	Yes, both.	
4.5.5	If no, is it being performed by a third-party vendor?	Yes, as part of annual assessment cycles	
4.5.6	Do you have documented procedures for the scanning (e.g., frequency, by whom, remediation)?	Yes as part of the SSDLC	
4.5.7	What authentication mechanisms are supported?	Username/password	
	Are password complexity, lifetime, and history settings configurable by the customer?	Yes	
4.5.8	Can the SaaS application be integrated with an existing Identity Management system?	Yes	This will be accomplished with the Microsoft Interface
4.5.9	Is two-factor (i.e., multi-factor) authentication supported?	Optional MFA solution is available	

No.	SaaS Security & Privacy Assessment	Vendor Response	Exceeds, Met, or Not Met (Description required with feedback)
4.5.10	What Type of cookies are used (i.e., persistent or non-persistent)?	Persistent cookies	
4.5.11	Is there any confidential information stored in the cookie?	No	
4.5.12	Do you have user audit trail capabilities for: <ul style="list-style-type: none"> <li>• All user transactions</li> <li>• Successful/unsuccessful user logons (e.g., date, time, IP address)</li> <li>• Changes to user access</li> </ul>	Yes	
4.5.13	Does the application or service provide appropriate role-based access?	Yes	
4.5.14	Does the application or service provide adequate monitoring and escalation via dashboard alerts, email, or other auditable system of communication?	Yes	
4.5.15	Do you offer API access?	Yes	The myAvatar solution has a series of web services that can be used for access/updates. These API's are primarily used for modeled forms.
4.5.16	Are API unit calls authenticated (OAuth) and encrypted (128-bit or greater)?	n/a	
<b>4.6.0 Incident Response Management</b>			
4.6.1	Do you have a documented Incident Response Plan?	Yes	
4.6.2	Do you have an established computer incident response team?	Yes	
4.6.3	Is the Incident Response Plan tested? How often?	Annually	
4.6.4	Do the incident response team members have clearly defined roles and responsibilities?	Yes	
4.6.5	Will your response team be open to enhance the Service Level Agreement in case of a potential data breach/data compromise?	Yes	
4.6.6	Is there a formal process/procedure in place for notifying customers when a suspected or actual breach occurs?	Yes	
4.6.7	Do you provide investigative support in case of a breach? What type?	As needed.	
4.6.8	Do you provide periodic updates on the application status if a breach occurs? How often?	As needed or as appropriate.	
4.6.9	After the incident is resolved, is a post-mortem conducted? Are procedures updated accordingly?	Yes.	

No.	SaaS Security & Privacy Assessment	Vendor Response	Exceeds, Met, or Not Met (Description required with feedback)
<b>4.7.0</b>	<b>Business Continuity and Disaster Recovery</b>		
4.7.1	Are there disaster recovery and business continuity plans in place?	Yes	
	1) At what level (e.g., tabletop exercises, periodic validations) are they tested?	Yes, periodic and tabletop validation	
	2) Are the plans available for review?	Under NDA and in-person	
	3) Is this part of the standard services? If not, what are available non-standard services provided?	As defined by the service level selected by the customer	
	4) Are up-time SLAs defined that include RTO and RPO?	As defined by the Netsmart MSA and SLA	
	5) Are RTO and RPO defined by the customer/client?	As defined by the Netsmart MSA and SLA	
4.7.2	Do you have a DR/BCP Audit Program in compliance with an industry standard (e.g., ISO, NIST)?	Yes, NIST	
4.7.3	Is Business Impact Analysis (BIA) an integral part of your customer engagement to assist with recovery objectives?	Yes	
4.7.4	How many outages or failures have you experienced in the past 12 months?	n/a	
4.7.5	For each outage or failure in the past 12 months, provide the following:	n/a	
	1) Type of outage or failure?		
	2) Cause of the outage or failure?		
	3) Time of occurrence?		
	4) Duration?		
	5) Time to recover?		
	6) Number of customers impacted?		
4.7.6	How many outages or failures have you experienced in the past 13 and 36 months?	n/a	

## 5.0 Revision History

DATE	NEW VERSION NUMBER	MODIFIED BY	DESCRIPTION of CHANGE
11/10/2015	1.0	SET App Sec	Developed initial document.
06/02/2016	1.0	Office of the CISO	Critique document in preparation for ISSC P & S approval.
06/02/2016	1.0	ISSC	ISSC Approved



## Exhibit C (Payment Schedule)

to the

## Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution

**EXHIBIT C**  
**PAYMENT SCHEDULE**

This Exhibit C (Payment Schedule) is an attachment and addition to the Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution (“Agreement”) by and between the County of Los Angeles and Netsmart Technologies, Inc., dated for reference purposes as of the Effective Date, and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

**1. INTRODUCTION**

The fundamental premise of the fee and pricing structure under the Agreement is that all elements of the System, including the Licensed Software, Third Party Products, Services, including Implementation Services, Hosting Services, Maintenance and Support Services, Professional Services, and any Optional Work are paid for only in the amount, and solely through the contractually specified mechanisms for payment of the fees (the “**Authorized Billing and Payment Mechanisms**”) set forth in this Exhibit C (Payment Schedule), regardless of whether or not all costs or expenses to Contractor of providing a specific element of the System can be directly traced to, or are captured by, an Authorized Billing and Payment Mechanism, each described in Section 2 (Authorized Billing And Payment Mechanisms). It is understood and agreed by the parties that the total amount to be paid by County under the Agreement cannot exceed the Maximum Agreement Sum unless the Maximum Agreement Sum is modified pursuant to a duly Approved Amendment to the Agreement by the Board and Contractor’s authorized representative(s) pursuant to Section 15.0 (Changes to Agreement) of the Agreement. The Maximum Agreement Sum is the maximum amount that could be paid, but is not a commitment to spend sums allocated under the Maximum Agreement Sum for Optional Work.

The amounts to be paid by County under this Agreement through the Authorized Billing and Payment Mechanisms include all Contractor costs, including Contractor overhead, profit margin, and all costs of services, product, and goods delivery within the definition of Services. The Maximum Agreement Sum is the total amount that is allocated by County for payment under this Agreement, but is not the amount to be paid to Contractor under this Agreement. In the absence of a Use Reconciliation, the Approval by County of Optional Work, and Amendment approving additional System capabilities; the maximum amount to be paid to Contractor over the Term under this Agreement is Thirty-Six Million, Nine Hundred Sixty-Three Thousand, Six Hundred Fifty Dollars (\$36,963,650).

Exhibit C.6 (Detailed Pricing Summary) provides the detailed pricing summary by component of the System.

**2. AUTHORIZED BILLING AND PAYMENT MECHANISMS**

There are only six (6) Authorized Billing and Payment Mechanisms for payment of the fees under this Agreement. Each of these is detailed in this Section 2 (Authorized Billing and Payment Mechanisms) of this Exhibit C (Payment Schedule) and listed as follows:

1. Milestone Payments
2. Recurring Monthly Fees

4. Use Reconciliation
5. Change Order/Optional Work
6. Amendment
7. Cost of Living Adjustment

Contractor cannot invoice County under the Agreement except as provided under one of the Authorized Billing and Payment Mechanisms, and will not be entitled to, and will not receive, any payment, except as provided under one of the Authorized Billing and Payment Mechanisms set forth in this Section 2 (Authorized Billing and Payment Mechanisms).

#### 2.1 MILESTONE PAYMENTS

This Exhibit C (Payment Schedule) sets forth the Milestone payment structure for the Milestones set forth in Exhibit C.3 (Milestones and Key Deliverables Table) and amounts (“**Milestone Payments**”) set forth in Exhibit C.1 (Milestone Payments Table). The Milestone Payments amount of Seven Million, Fifty-Five Thousand, Seven Hundred Forty-Five Dollars (\$7,055,745.00) through the Productive Use of the last Phase Go-Live is fixed and is not subject to change, and collectively referred to as “**Authorized Modifications to Milestone Payments**”. The Milestone Payments were negotiated between Contractor and County as a material condition under this Agreement and for the period from the Effective Date through the payment of the last Milestone Payment are to capture all compensation to Contractor for the Licensed Software (includes Integral Third-Party Software), Third-Party Products, Implementation Services, Support Services prior to its transition to Recurring Monthly Fees, one-time costs as to Hosting Services, and Hardware. Specified components of the Services (e.g. Hosting Services), and Licensed Software, and Third Party Products (e.g., clinical content) included in the Milestone Payments will transition from being paid under the Milestone Payments to being paid as Recurring Monthly Fees upon Productive Use of the last Phase Go-Live (these items are highlighted on Exhibit C.2 (Pricing Spreadsheet) both individually and collectively as “**Milestone Payments Items That Transition**”).

The Milestone Payments are to be paid in accordance with the Agreement. Sections 4.2 (Implementation Services) and 8.4 (Invoices and Payments) of the Agreement most directly address the Milestone Payments, though relevant issues such as Acceptance, are addressed throughout the Agreement. Exhibit C.1 (Milestone Payments Table) identifies the Key Milestones; the Key Milestone Allocation; the Key Milestone Scheduled Duration; the Monthly Key Milestone Payment; the Holdback Amount as to each Monthly Key Milestone Payment; the Key Deliverables associated with each Key Milestone; and the Due Date as set forth in Section 6.3 (Credits to County) of the Agreement for each Key Deliverable. As to items marked on Exhibit C.1 (Milestone Payments Table) as Milestone Payments Items That Transition, if Productive Use of the last Phase Go-Live does not occur on or before December 31, 2017 and County has not provided notice to Contractor of a material breach of the entire Agreement, such items will transition from being paid under the Milestone Payments to being paid as Recurring Monthly Fees. Notwithstanding the payment dates and amounts in the supporting exhibits of this Exhibit C (Payment Schedule), the payment dates and amounts are subject to the provisions of the Agreement and the timing may otherwise be adjusted to accommodate Approved modifications to the Project Plan (as such term is defined in Exhibit A (Statement of Work)) provided by Contractor pursuant to Exhibit A (Statement of Work).



The parties understand and agree that, except as expressly provided for with regard to Optional Work or Pool Dollars or an Amendment that are derived from one of the Authorized Billing and Payment Mechanisms, there is no concept of a financial change order applicable to the Agreement. The limitations on the concept of a financial change order are intentional and are designed to ensure that the fixed fee elements of the Agreement remain unchanged and predictable throughout the Term.

As to Milestone Payments, there can be no change to the Milestone Payments.

## 2.2 RECURRING MONTHLY FEES

This Exhibit C (Payment Schedule) sets forth the timing and amounts of the Recurring Monthly Fees. The total Recurring Monthly Fees amount of One Hundred Forty-Eight Thousand, Four Hundred Three Dollars (\$148,403) through the Initial Term, not including fees for Managed Services not extending through the Initial Term, and as reflected in Exhibit C.1 (Milestone Payments Table), is fixed and is not subject to change except in the event of a Use Reconciliation after the third (3<sup>rd</sup>), fifth (5<sup>th</sup>) and seventh (7<sup>th</sup>) Contract Years. The Recurring Monthly Fees amount of One Hundred Forty-Eight Thousand, Four Hundred Three Dollars (\$148,403) throughout the Extended Term, as reflected in Exhibit C.1 (Milestone Payments Table), is fixed and is not subject to change except in the event of (1) a Use Reconciliation or (2) a Cost of Living Adjustment. The Recurring Monthly Fees were negotiated between Contractor and County as a material condition under this Agreement to capture all compensation to Contractor for the Licensed Software (includes Integral Third-Party Software), Third-Party Products, Services (including Implementation Services, Professional Services, Maintenance and Support Services, Hosting Services), Hardware, Hosting Software, and Hosting Environments; subject only to the Authorized Billing and Payment Mechanisms and Use Reconciliation.

### 2.2.1 Use Reconciliation

After the completion of the third (3<sup>rd</sup>), fifth (5<sup>th</sup>), seventh (7<sup>th</sup>), and tenth (10<sup>th</sup>) Contract Years, Contractor may request in writing within sixty (60) days of the beginning of the applicable Contract Year, a Use Reconciliation to occur during the first calendar quarter of the applicable Contract Year. The results of the Use Reconciliation will be applied as of the first (1<sup>st</sup>) day of the Contract Year in which the Use Reconciliation takes place.

The Use Reconciliation is intended to capture additional infrastructure costs to Contractor that arise in connection with expanded use or consumption by County of the System. The Use Reconciliation will be accomplished by comparing the baseline use and consumption metrics as to the System components specified in the table in Section 2.2.2 (Baseline Use Metrics) (the “**Baseline Use Metrics**”) against County’s actual use and consumption metrics measured in accordance with the table in Section 2.2.2 (Baseline Use Metrics). After the completion of any Use Reconciliation, in the event County’s then-current use exceeds the baseline use metrics in an amount that triggers a “**Reconciliation Adjustment**” to the Recurring Monthly Fee as provided below, the then-current use metrics shall become the new baseline use metrics for any subsequent Use Reconciliation.

## 2.2.2 Baseline Use Metrics

Licensed Software or Service subject to Use Reconciliation	Baseline Use Metric	Use Reconciliation Trigger	Additional Use Unit Increment(s)	Additional One-Time Fees	Additional Recurring Monthly Fee
myAvatar (including License, M&S, Subscription, Hosting, Security Hosting, MyLearning, and Diagnostic Content Service) based on Peak Average Concurrent Users <sup>1</sup>	134 Peak Average Concurrent Users (based off 400 County Users)	Peak Average Concurrent Users exceed Baseline Use Metric by more than the Additional Use Unit Increment for three (3) consecutive months in one (1) Contract Year. For subsequent use reconciliation periods, the Baseline Use Metric will be increased by any Additional Use Increment purchased.	Every 10 Concurrent Users over 134 Peak Average Concurrent Users. Additional myAvatar Concurrent Users can be added in increments of 10.	\$30,070.00	\$2,756.00 for 10 additional myAvatar Concurrent Users per month.
ProviderConnect (including CareConnect, MyLearning, and Diagnostic Content Service) based on Peak Average Users <sup>2</sup>	4,000 Peak Average Users	Peak Average Users exceed Baseline Use Metric by more than the Additional Use Unit Increment for three (3) consecutive months in one (1) Contract Year. For subsequent use reconciliation periods, the Baseline Use Metric will be increased by any Additional Use Increment purchased.	Every 50 Users over 4,000 Peak Average Users. Additional ProviderConnect Users can be added in increments of 50.	N/A	\$693.00 for 50 additional ProviderConnect Users per month.
CarePathways KPI based on Peak Average Users	1,100 Peak Average Users	Peak Average Users exceed Baseline Use Metric by more than the Additional Use Unit Increment for three (3) consecutive months in one (1) Contract Year. For subsequent use reconciliation periods, the Baseline Use Metric will be increased by any Additional Use Increment purchased.	Every 20 Users over 1,100 Peak Average Users. Additional CarePathways KPI Users can be added in increments of 20.	N/A	\$206.00 for 20 additional CarePathways KPI Users per month.
Comprehensive Assessment (including ASAM Criteria Decision Engine™ Comprehensive) based on Peak Average Users <sup>3</sup>	1,500 Peak Average Users	Peak Average Users exceed Baseline Use Metric by more than the Additional Use Unit Increment for three (3) consecutive months in one (1) Contract Year. For subsequent use reconciliation periods, the Baseline Use Metric will be increased by any Additional Use Increment purchased.	Every 1 User over 1,500 Peak Average Users. Additional Comprehensive Assessment Users can be added in increments of 1.	N/A	\$22.75 for 1 additional Comprehensive Assessment Users per month.
Triage Assessment (including ASAM Criteria Decision Engine™ Triage) based on Peak Average Users <sup>3</sup>	1,500 Peak Average Users	Peak Average Users exceed Baseline Use Metric by more than the Additional Use Unit Increment for three (3) consecutive months in one (1) Contract Year. For subsequent use reconciliation periods, the Baseline Use Metric will be increased by any Additional Use Increment purchased.	Every 1 User over 1,500 Peak Average Users. Additional Triage Assessment Users can be added in increments of 1.	N/A	\$5.25 for 1 additional Triage Assessment Users per month.

**Notes:**

<sup>1</sup> The following are included in the additional recurring monthly fees in the above table:

- myAvatar M&S
- MyLearning
- Diagnostic Content Service
- Solution Hosting
- Solution Security Hosting

<sup>2</sup> The following are included in the additional recurring monthly fees in the above table:

- ProviderConnect
- CareConnect

- MyLearning
- Diagnostic Content Service

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### 2.2.3 User Definitions

As to the Licensed Software or Service subject to Use Reconciliation in Section 2.2.2 (Baseline Use Metrics) under the concurrent user model, “**Peak Concurrent Users**” shall mean the highest number of County Users simultaneously logged on through any device to the Hosting Services measured on a daily basis throughout each month. For avoidance of doubt, patients’ access through a portal or other means shall not be included in any Peak Concurrent User count. A User connecting a mobile electronic device to the Hosting Services or accessing the Hosting Services via a mobile electronic device or other wireless device will be counted as part of the Peak Concurrent Users. A Concurrent User logon is triggered and counted as part of the Peak Concurrent Users only when a User logs on to the Hosting Services through a device. The only way for a single User to be counted as more than one (1) Concurrent User simultaneous logon is for that User to be logged on to more than one (1) device at the same time. The “**Peak Average Concurrent Users**” is calculated by averaging the Peak Concurrent Users for the ten (10) highest days during a given calendar month.

As to the Licensed Software or Service subject to Use Reconciliation in Section 2.2.2 (Baseline Use Metrics) under the per-seat model, the “**Peak Users**” shall mean the highest number of Users provisioned with authentication credentials to access the System measured on a daily basis throughout each month. For avoidance of doubt, patients’ access through a portal or other means shall not be included in any Peak User count. The “**Peak Average Users**” is calculated by averaging the Peak Users for the ten (10) highest days during a given calendar month. Licensed Software or Service subject to Use Reconciliation in Section 2.2.2 (Baseline Use Metrics) under the per-seat model, rather than a concurrent user model, are not subject to Section 2.2.4 (Ratio Protection).

### 2.2.4 Ratio Protection

As described further below, County has provided Contractor with information reflecting the number of County Users. As to Licensed Software Modules provided under a concurrent user model, Contractor has used these numbers and its experience providing electronic health records systems to other health care systems to derive the number of County Users against which to apply Contractor’s established concurrent use ratios. Contractor ratios for the use of software similar to the Licensed Software typically range from 4:1 to 3:1, with the 3:1 ratio yielding the highest concurrent user count using Contractor’s ratios.

Contractor has applied a 3:1 ratio to County Users to derive the Use Baselines for Peak Average Concurrent Users used in the Agreement for those Modules. The number of County Users for each Module was provided by the County. Contractor has determined, based on that information, the appropriate number of County Users to utilize to calculate the Use Baselines for Peak Average Concurrent Users, which are set forth in Section 2.2.2 (Baseline Use Metrics).

- A. In the event there is a Use Reconciliation and the trigger level of Peak Average Concurrent Users required for a price adjustment is met (actual Peak Average Concurrent Users exceeds the then current Use Baseline for Peak Average Concurrent Users as specified in the table in Section 2.2.2 (Baseline Use Metrics)), and the excess Peak Average Concurrent Users is determined to be

primarily caused by County's use of the System at a lower than 3:1 (e.g., 2:1) ratio (and not due to an increase in the number of nominal County Users in excess of the number of County Users utilized to calculate the Use Baseline for Peak Average Concurrent Users), then no price adjustment will result. The ratio is the number of nominal County Users to the Peak Average Concurrent Users.

- B. In the event the cause of the excess Peak Average Concurrent Users is determined to be caused both by (1) County's use of the System at a lower than 3:1 (e.g., 2:1) ratio and (2) by an increase in the number of nominal County Users in excess of the number of County Users utilized to calculate the Use Baseline for Peak Average Concurrent Users, County will pay one-half (1/2) of any price adjustment triggered by such Peak Average Concurrent Users.
- C. In the event the cause of the excess Peak Average Concurrent Users is determined to be caused only by an increase in number of nominal County Users in excess of the number of County Users utilized to calculate the Use Baseline for Peak Average Concurrent Users, any price adjustment will be in accordance with Sections 2.2.1 (Use Reconciliation); 2.2.2 (Baseline Use Metrics); and 2.2.3 (User Definitions) of this Exhibit C (Payment Schedule).

Notwithstanding the forgoing, if the Contractor ratio is insufficient and the insufficiency is directly attributable to a government mandated change in the use of Systems (excluding changes mandated in connection with Meaningful Use at any stage); County shall be responsible for such increased Peak Average Concurrent Users attributed to the government mandated change as if the ratios were correct.

#### 2.2.5 Concurrent Use Management

To effectively manage the Peak Average Concurrent Use of the System and minimize the likelihood of a Use Reconciliation payment resulting from Peak Average Concurrent User increases, the parties agree to jointly manage concurrent use throughout the Term. In each calendar month Contractor shall measure the variance of the Baseline Use Metric and the Peak Concurrent Users on a daily basis. Contractor shall provide County with monthly written reports or provide access to the data online regarding Peak Concurrent User usage and any variance with respect to the applicable Baseline Use Metric. The parties shall manage concurrent use by utilizing a ninety percent (90%) Peak Concurrent User target. Whenever Peak Concurrent Users exceed ninety percent (90%) of the applicable Peak Concurrent User reconciliation trigger more than three (3) times in any calendar month, Contractor will notify County in writing and provide as much detail as to reasons for the Peak Concurrent User spikes as it can discern from its data and County's historical concurrent use patterns. If the parties cannot identify the cause of the spikes, Contractor will perform a root cause analysis to assess the reason for the variance. Additionally, concurrent use management shall be a standing agenda item for the Quarterly Review Meetings.

#### 2.3 OPTIONAL WORK AND DISCOUNTS

Payment of Optional Work shall be as set forth in Section 4.4 (Optional Work) of the Agreement and, as to Professional Services, at the Professional Service Rates for Optional Work set forth in Exhibit C.4 (Contractor Professional Services Rate Card). Contractor has also provided optional pricing for additional Licensed Software, and related Services, as set forth in Exhibit C.8 (Optional Work).

The discount percentage to be applied to New Software pursuant to Section 4.4.1 (New Software) of the Agreement shall be [REDACTED]

[REDACTED]. The objective of the above is for the County to have confidence that the economic terms provided by Contractor with regard to future transactions are consistent with the preferred terms Contractor has agreed to under this Agreement.

The Agreement allocates a maximum amount of Twelve Million, One Hundred Ninety-Eight Thousand, Five Dollars (\$12,198,005) as Pool Dollars. Pool Dollars may be used for payment of Optional Work. Following acquisition of Optional Work using Pool Dollars, Exhibit C.7 (Pool Dollars) shall be updated to reflect the remaining balance of Pool Dollars.

#### 2.4 AMENDMENTS

Amendments to the Agreement are governed by Section 15.1 (Amendments) of the Agreement.

#### 2.5 COST OF LIVING ADJUSTMENT

Any Cost of Living Adjustment shall be governed by Sections 8.13 (Cost of Living Adjustment), 8.4.2 (Maintenance and Support Fees), and 8.4.3 (Optional Work) of the Agreement.

### 3. **HOSTING SERVICES ASSUMPTIONS REGARDING HOSTING ENVIRONMENTS**

The Hosting Services are provided with the assumption that only the following five (5) Hosting Environments will be provided by Contractor.

<b>Hosting Environment</b>	<b>Hosting Environment Description</b>
Production Hosting Environment	One (1) Production Hosting Environment available in accordance with the Implementation Services and the Project Plan (as such term is defined in Exhibit A (Statement of Work)) and continuing through the Term.
User Acceptance Testing Hosting Environment (Non-Production)	One (1) User Acceptance Testing Hosting Environment (Non-Production) available in accordance with the Implementation Services and the Project Plan (as such term is defined in Exhibit A (Statement of Work)) and continuing through the Term (this Hosting Environment utilizes a full Data copy of the Production Hosting Environment). (Note: The User Acceptance Testing Hosting Environment is used for ongoing testing and end-user training.)
Build Hosting Environment (Non-Production)	One (1) Build Hosting Environment (Non-Production) available in accordance with the Implementation Services and the Project Plan (as such term is defined in Exhibit A (Statement of

Hosting Environment	Hosting Environment Description
	Work)) and continuing through the Term (this Hosting Environment utilizes does not include a full Data copy of the Production Hosting Environment).
Training Hosting Environment (Non-Production)	One (1) Training Hosting Environment (Non-Production) available in accordance with the Implementation Services and the Project Plan (as such term is defined in Exhibit A (Statement of Work)) and continuing through the Term (this Hosting Environment utilizes a reference Data copy of the appropriate source Hosting Environment, and does not include a full copy of the Production Hosting Environment).
Sandbox Hosting Environment (Non-Production)	One (1) Sandbox Hosting Environment (Non-Production) available in accordance with the Implementation Services and the Project Plan (as such term is defined in Exhibit A (Statement of Work)) and continuing through the Term (this Hosting Environment utilizes a reference Data copy of the appropriate source Hosting Environment, and does not include a full copy of the Production Hosting Environment).



## Exhibit C.1 (Milestone Payments Table)

to the

## Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution

**EXHIBIT C.1**  
**MILESTONE PAYMENTS TABLE**

		Completion of Project Initiation	Complete Design	Complete Build	Complete Test	Productive Use Phase 1	Productive Use Phase 2	Final Acceptance by County	Hosting Services	Maintenance & Support	Subscription	Assessment Subscription	Third Party Software	Managed Services
Ten Year Total	\$28,059,470													
Fifteen Year Total	\$36,963,650													
Milestone Allocation		13%	13%	12%	12%	30%	10%	10%						
Total Milestone Payments	\$7,055,745.00	\$917,247.00	\$917,247.00	\$846,689.00	\$846,689.00	\$2,116,724.00	\$705,575.00	\$705,574.00						
Milestone Duration per Project Work Plan (Months)		1	1	1	1	1	4	1						
Milestone Monthly Payment		\$825,522.00	\$825,522.00	\$762,020.00	\$762,020.00	\$1,905,051.00	\$158,754.00	\$705,574.00						
Last Payment Round up		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00							
Milestone Holdback Amount (10%)		\$91,725.00	\$91,725.00	\$84,669.00	\$84,669.00	\$211,673.00	\$70,558.00							
Key Deliverables		See Exhibit C.3	See Exhibit C.3	See Exhibit C.3	See Exhibit C.3	See Exhibit C.3	See Exhibit C.3	See Exhibit C.3						
4/1/2017	Month 1	\$825,522.00							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Key Milestone Approval - Completion of Project Initiation		\$91,725.00												
5/1/2017	Month 2		\$825,522.00						\$23,241.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Key Milestone Approval - Complete Design			\$91,725.00											
6/1/2017	Month 3			\$762,020.00					\$23,241.00	\$0.00	\$34,727.00	\$42,000.00	\$0.00	\$0.00
Key Milestone Approval - Complete Build				\$84,669.00										
7/1/2017	Month 4				\$762,020.00				\$23,241.00	\$0.00	\$34,727.00	\$42,000.00	\$0.00	\$0.00
Key Milestone Approval - Complete Test					\$84,669.00									
8/1/2017	Month 5					\$1,905,051.00			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
Key Milestone Approval - Productive Use Phase 1						\$211,673.00								
9/1/2017	Month 6						\$158,754.00		\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$175,700.00
10/1/2017	Month 7						\$158,754.00		\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$175,700.00
11/1/2017	Month 8						\$158,754.00		\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$175,700.00
12/1/2017	Month 9						\$158,755.00		\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
Key Milestone Approval - Productive Use Phase 2							\$70,558.00							
Key Milestone Approval - Final Acceptance by County								\$705,574.00						
1/1/2018	Month 10								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
2/1/2018	Month 11								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
3/1/2018	Month 12								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
4/1/2018	Month 13								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
5/1/2018	Month 14								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
6/1/2018	Month 15								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
7/1/2018	Month 16								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
8/1/2018	Month 17								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
9/1/2018	Month 18								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
10/1/2018	Month 19								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
11/1/2018	Month 20								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
12/1/2018	Month 21								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
1/1/2019	Month 22								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
2/1/2019	Month 23								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
3/1/2019	Month 24								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
4/1/2019	Month 25								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
5/1/2019	Month 26								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
6/1/2019	Month 27								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
7/1/2019	Month 28								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00
8/1/2019	Month 29								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
9/1/2019	Month 30								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
10/1/2019	Month 31								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
11/1/2019	Month 32								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
12/1/2019	Month 33								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
1/1/2020	Month 34								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
2/1/2020	Month 35								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
3/1/2020	Month 36								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
4/1/2020	Month 37								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
5/1/2020	Month 38								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
6/1/2020	Month 39								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
7/1/2020	Month 40								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
8/1/2020	Month 41								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
9/1/2020	Month 42								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
10/1/2020	Month 43								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
11/1/2020	Month 44								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00



		Completion of Project Initiation	Complete Design	Complete Build	Complete Test	Productive Use Phase 1	Productive Use Phase 2	Final Acceptance by County	Hosting Services	Maintenance & Support	Subscription	Assessment Subscription	Third Party Software	Managed Services
12/1/2020	Month 45								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
1/1/2021	Month 46								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
2/1/2021	Month 47								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
3/1/2021	Month 48								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
4/1/2021	Month 49								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
5/1/2021	Month 50								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
6/1/2021	Month 51								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
7/1/2021	Month 52								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
8/1/2021	Month 53								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
9/1/2021	Month 54								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
10/1/2021	Month 55								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
11/1/2021	Month 56								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
12/1/2021	Month 57								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
1/1/2022	Month 58								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
2/1/2022	Month 59								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
3/1/2022	Month 60								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
4/1/2022	Month 61								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
5/1/2022	Month 62								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
6/1/2022	Month 63								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
7/1/2022	Month 64								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
8/1/2022	Month 65								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
9/1/2022	Month 66								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
10/1/2022	Month 67								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
11/1/2022	Month 68								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
12/1/2022	Month 69								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
1/1/2023	Month 70								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
2/1/2023	Month 71								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
3/1/2023	Month 72								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
4/1/2023	Month 73								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
5/1/2023	Month 74								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
6/1/2023	Month 75								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
7/1/2023	Month 76								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
8/1/2023	Month 77								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
9/1/2023	Month 78								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
10/1/2023	Month 79								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
11/1/2023	Month 80								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
12/1/2023	Month 81								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
1/1/2024	Month 82								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
2/1/2024	Month 83								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
3/1/2024	Month 84								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
4/1/2024	Month 85								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
5/1/2024	Month 86								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
6/1/2024	Month 87								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
7/1/2024	Month 88								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
8/1/2024	Month 89								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
9/1/2024	Month 90								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
10/1/2024	Month 91								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
11/1/2024	Month 92								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
12/1/2024	Month 93								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
1/1/2025	Month 94								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
2/1/2025	Month 95								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
3/1/2025	Month 96								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
4/1/2025	Month 97								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
5/1/2025	Month 98								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
6/1/2025	Month 99								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
7/1/2025	Month 100								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
8/1/2025	Month 101								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
9/1/2025	Month 102								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
10/1/2025	Month 103								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
11/1/2025	Month 104								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
12/1/2025	Month 105								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
1/1/2026	Month 106								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
2/1/2026	Month 107								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
3/1/2026	Month 108								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
4/1/2026	Month 109								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
5/1/2026	Month 110								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
6/1/2026	Month 111								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
7/1/2026	Month 112								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
8/1/2026	Month 113								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
9/1/2026	Month 114								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
10/1/2026	Month 115								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
11/1/2026	Month 116								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
12/1/2026	Month 117								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
1/1/2027	Month 118								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00

		Completion of Project Initiation	Complete Design	Complete Build	Complete Test	Productive Use Phase 1	Productive Use Phase 2	Final Acceptance by County	Hosting Services	Maintenance & Support	Subscription	Assessment Subscription	Third Party Software	Managed Services
2/1/2027	Month 119								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
3/1/2027	Month 120								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
<b>Years 1 - 10 Total</b>		<b>\$ 917,247</b>	<b>\$ 917,247</b>	<b>\$ 846,689</b>	<b>\$ 846,689</b>	<b>\$ 2,116,724</b>	<b>\$ 705,575</b>	<b>\$ 705,574</b>	<b>\$ 2,765,679</b>	<b>\$ 1,666,340</b>	<b>\$ 7,686,362</b>	<b>\$ 4,956,000</b>	<b>\$ 363,544</b>	<b>\$ 3,565,800</b>
4/1/2027	Month 121								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
5/1/2027	Month 122								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
6/1/2027	Month 123								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
7/1/2027	Month 124								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
8/1/2027	Month 125								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
9/1/2027	Month 126								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
10/1/2027	Month 127								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
11/1/2027	Month 128								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
12/1/2027	Month 129								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
1/1/2028	Month 130								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
2/1/2028	Month 131								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
3/1/2028	Month 132								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
4/1/2028	Month 133								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
5/1/2028	Month 134								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
6/1/2028	Month 135								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
7/1/2028	Month 136								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
8/1/2028	Month 137								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
9/1/2028	Month 138								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
10/1/2028	Month 139								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
11/1/2028	Month 140								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
12/1/2028	Month 141								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
1/1/2029	Month 142								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
2/1/2029	Month 143								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
3/1/2029	Month 144								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
4/1/2029	Month 145								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
5/1/2029	Month 146								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
6/1/2029	Month 147								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
7/1/2029	Month 148								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
8/1/2029	Month 149								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
9/1/2029	Month 150								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
10/1/2029	Month 151								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
11/1/2029	Month 152								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
12/1/2029	Month 153								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
1/1/2030	Month 154								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
2/1/2030	Month 155								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
3/1/2030	Month 156								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
4/1/2030	Month 157								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
5/1/2030	Month 158								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
6/1/2030	Month 159								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
7/1/2030	Month 160								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
8/1/2030	Month 161								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
9/1/2030	Month 162								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
10/1/2030	Month 163								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
11/1/2030	Month 164								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
12/1/2030	Month 165								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
1/1/2031	Month 166								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
2/1/2031	Month 167								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
3/1/2031	Month 168								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
4/1/2031	Month 169								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
5/1/2031	Month 170								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
6/1/2031	Month 171								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
7/1/2031	Month 172								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
8/1/2031	Month 173								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
9/1/2031	Month 174								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
10/1/2031	Month 175								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
11/1/2031	Month 176								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
12/1/2031	Month 177								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
1/1/2032	Month 178								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
2/1/2032	Month 179								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
3/1/2032	Month 180								\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00
<b>Years 11 - 15 Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,394,460.00</b>	<b>\$861,900.00</b>	<b>\$3,939,780.00</b>	<b>\$2,520,000.00</b>	<b>\$188,040.00</b>	<b>\$0.00</b>
<b>15 Year Total</b>	<b>\$36,963,650.00</b>	<b>\$917,247.00</b>	<b>\$917,247.00</b>	<b>\$846,689.00</b>	<b>\$846,689.00</b>	<b>\$2,116,724.00</b>	<b>\$705,575.00</b>	<b>\$705,574.00</b>	<b>\$4,160,139.00</b>	<b>\$2,528,240.00</b>	<b>\$11,626,142.00</b>	<b>\$7,476,000.00</b>	<b>\$551,584.00</b>	<b>\$3,565,800.00</b>



Exhibit C.2 (Pricing Spreadsheet)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT C.2**  
**PRICING SPREADSHEET**

Milestone Payments Items That Transition are highlighted in blue below										
		Licensed Software	Professional Services & Training	Hosting Services	Maintenance and Support	Subscription	Assessment Term License (ASAM)	Third Party Products	Managed Services	
Included In Milestone Payments										
4/1/2017	Month 1	\$244,634.00	\$672,613.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5/1/2017	Month 2	\$244,634.00	\$672,613.00	\$23,241.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6/1/2017	Month 3	\$225,816.00	\$620,874.00	\$23,241.00	\$0.00	\$34,727.00	\$42,000.00	\$0.00	\$0.00	
7/1/2017	Month 4	\$225,816.00	\$620,874.00	\$23,241.00	\$0.00	\$34,727.00	\$42,000.00	\$0.00	\$0.00	Productive Use Phase 1
8/1/2017	Month 5	\$564,540.00	\$1,552,184.00	\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
9/1/2017	Month 6	\$42,340.00	\$116,413.00	\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$175,700.00	
10/1/2017	Month 7	\$42,340.00	\$116,413.00	\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$175,700.00	
11/1/2017	Month 8	\$42,340.00	\$116,413.00	\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$175,700.00	
12/1/2017	Month 9	\$249,339.00	\$685,549.00	\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	Productive Use Phase 2
1/1/2017	Month 10			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
2/1/2018	Month 11			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
3/1/2018	Month 12			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
4/1/2018	Month 13			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
5/1/2018	Month 14			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
6/1/2018	Month 15			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
7/1/2018	Month 16			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
8/1/2018	Month 17			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
9/1/2018	Month 18			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
10/1/2018	Month 19			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
11/1/2018	Month 20			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
12/1/2018	Month 21			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
1/1/2019	Month 22			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
2/1/2019	Month 23			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
3/1/2019	Month 24			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
4/1/2019	Month 25			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
5/1/2019	Month 26			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
6/1/2019	Month 27			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
7/1/2019	Month 28			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$144,700.00	
8/1/2019	Month 29			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
9/1/2019	Month 30			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
10/1/2019	Month 31			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
11/1/2019	Month 32			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
12/1/2019	Month 33			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
1/1/2020	Month 34			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
2/1/2020	Month 35			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
3/1/2020	Month 36			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	

		Licensed Software	Professional Services & Training	Hosting Services	Maintenance and Support	Subscription	Assessment Term License (ASAM)	Third Party Products	Managed Services	
4/1/2020	Month 37			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
5/1/2020	Month 38			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
6/1/2020	Month 39			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
7/1/2020	Month 40			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
8/1/2020	Month 41			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
9/1/2020	Month 42			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
10/1/2020	Month 43			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
11/1/2020	Month 44			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
12/1/2020	Month 45			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
1/1/2021	Month 46			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
2/1/2021	Month 47			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
3/1/2021	Month 48			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
4/1/2021	Month 49			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
5/1/2021	Month 50			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
6/1/2021	Month 51			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
7/1/2021	Month 52			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
8/1/2021	Month 53			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
9/1/2021	Month 54			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
10/1/2021	Month 55			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
11/1/2021	Month 56			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
12/1/2021	Month 57			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
1/1/2022	Month 58			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
2/1/2022	Month 59			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
3/1/2022	Month 60			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
4/1/2022	Month 61			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
5/1/2022	Month 62			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
6/1/2022	Month 63			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
7/1/2022	Month 64			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
8/1/2022	Month 65			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
9/1/2022	Month 66			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
10/1/2022	Month 67			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
11/1/2022	Month 68			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
12/1/2022	Month 69			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
1/1/2023	Month 70			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
2/1/2023	Month 71			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
3/1/2023	Month 72			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
4/1/2023	Month 73			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
5/1/2023	Month 74			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
6/1/2023	Month 75			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
7/1/2023	Month 76			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
8/1/2023	Month 77			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
9/1/2023	Month 78			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
10/1/2023	Month 79			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
11/1/2023	Month 80			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	

		Licensed Software	Professional Services & Training	Hosting Services	Maintenance and Support	Subscription	Assessment Term License (ASAM)	Third Party Products	Managed Services	
12/1/2023	Month 81			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
1/1/2024	Month 82			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
2/1/2024	Month 83			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
3/1/2024	Month 84			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
4/1/2024	Month 85			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
5/1/2024	Month 86			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
6/1/2024	Month 87			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
7/1/2024	Month 88			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
8/1/2024	Month 89			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
9/1/2024	Month 90			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
10/1/2024	Month 91			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
11/1/2024	Month 92			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
12/1/2024	Month 93			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
1/1/2025	Month 94			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
2/1/2025	Month 95			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
3/1/2025	Month 96			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
4/1/2025	Month 97			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
5/1/2025	Month 98			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
6/1/2025	Month 99			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
7/1/2025	Month 100			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
8/1/2025	Month 101			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
9/1/2025	Month 102			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
10/1/2025	Month 103			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
11/1/2025	Month 104			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
12/1/2025	Month 105			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
1/1/2026	Month 106			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
2/1/2026	Month 107			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
3/1/2026	Month 108			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
4/1/2026	Month 109			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
5/1/2026	Month 110			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
6/1/2026	Month 111			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
7/1/2026	Month 112			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
8/1/2026	Month 113			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
9/1/2026	Month 114			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
10/1/2026	Month 115			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
11/1/2026	Month 116			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
12/1/2026	Month 117			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
1/1/2027	Month 118			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
2/1/2027	Month 119			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
3/1/2027	Month 120			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
4/1/2027	Month 121			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
5/1/2027	Month 122			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
6/1/2027	Month 123			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
7/1/2027	Month 124			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	

		Licensed Software	Professional Services & Training	Hosting Services	Maintenance and Support	Subscription	Assessment Term License (ASAM)	Third Party Products	Managed Services	
8/1/2027	Month 125			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
9/1/2027	Month 126			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
10/1/2027	Month 127			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
11/1/2027	Month 128			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
12/1/2027	Month 129			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
1/1/2028	Month 130			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
2/1/2028	Month 131			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
3/1/2028	Month 132			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
4/1/2028	Month 133			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
5/1/2028	Month 134			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
6/1/2028	Month 135			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
7/1/2028	Month 136			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
8/1/2028	Month 137			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
9/1/2028	Month 138			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
10/1/2028	Month 139			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
11/1/2028	Month 140			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
12/1/2028	Month 141			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
1/1/2029	Month 142			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
2/1/2029	Month 143			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
3/1/2029	Month 144			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
4/1/2029	Month 145			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
5/1/2029	Month 146			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
6/1/2029	Month 147			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
7/1/2029	Month 148			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
8/1/2029	Month 149			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
9/1/2029	Month 150			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
10/1/2029	Month 151			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
11/1/2029	Month 152			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
12/1/2029	Month 153			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
1/1/2030	Month 154			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
2/1/2030	Month 155			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
3/1/2030	Month 156			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
4/1/2030	Month 157			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
5/1/2030	Month 158			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
6/1/2030	Month 159			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
7/1/2030	Month 160			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
8/1/2030	Month 161			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
9/1/2030	Month 162			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
10/1/2030	Month 163			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
11/1/2030	Month 164			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
12/1/2030	Month 165			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
1/1/2031	Month 166			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
2/1/2031	Month 167			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
3/1/2031	Month 168			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	

		Licensed Software	Professional Services & Training	Hosting Services	Maintenance and Support	Subscription	Assessment Term License (ASAM)	Third Party Products	Managed Services	
4/1/2031	Month 169			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
5/1/2031	Month 170			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
6/1/2031	Month 171			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
7/1/2031	Month 172			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
8/1/2031	Month 173			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
9/1/2031	Month 174			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
10/1/2031	Month 175			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
11/1/2031	Month 176			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
12/1/2031	Month 177			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
1/1/2032	Month 178			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
2/1/2032	Month 179			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
3/1/2032	Month 180			\$23,241.00	\$14,365.00	\$65,663.00	\$42,000.00	\$3,134.00	\$0.00	
<b>Total</b>		<b>\$1,881,799.00</b>	<b>\$5,173,946.00</b>	<b>\$4,160,139.00</b>	<b>\$2,528,240.00</b>	<b>\$11,626,142.00</b>	<b>\$7,476,000.00</b>	<b>\$551,584.00</b>	<b>\$3,565,800.00</b>	<b>\$36,963,650.00</b>





Exhibit C.3 (Milestones and Key Deliverables Table)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT C.3**  
**MILESTONES AND KEY DELIVERABLES TABLE**

Key Milestones		Key Deliverables
Milestone Name	Milestone Allocation of Fixed Fees, Including Licensed Software, Third-Party Products, Implementation Fees	Deliverable Name (as referenced in Exhibit A (Statement of Work) unless otherwise noted)
Completion of Project Initiation	13%	<ul style="list-style-type: none"> <li>• Deliverable 1.2 Project Control Document</li> <li>• Deliverable 1.5 Project Plan for Implementation Services</li> <li>• Deliverable 7.1 Training Plan</li> </ul>
Complete Design	13%	<ul style="list-style-type: none"> <li>• Deliverable 1.7 Data Migration Plan</li> <li>• Deliverable 3.1 Gap Analysis and Validated Requirements</li> <li>• Deliverable 5.1 Functional and Technical Specifications for Interfaces</li> <li>• Deliverable 10.3 Data Transfer Methodology</li> </ul>
Complete Build	12%	<ul style="list-style-type: none"> <li>• Deliverable 2.2 Establish Hosting Environments</li> <li>• Deliverable 2.3 Hosting Services</li> <li>• Deliverable 2.4 Service Level Reports</li> <li>• Deliverable 3.2 Completion of Installation</li> <li>• Deliverable 3.3 LACPRS Data Migration</li> <li>• Deliverable 5.2 Build Interfaces</li> <li>• Deliverable 6.2 Complete all Identified Reports</li> <li>• Deliverable 10.1 Maintenance and Support Plan</li> </ul>
Complete Test	12%	<ul style="list-style-type: none"> <li>• Deliverable 2.8 Backups Validation Report</li> <li>• Deliverable 2.9 Business Continuity and Disaster Recovery</li> <li>• Deliverable 4.1 Test Plan</li> <li>• Deliverable 4.2 Test Scripts, Test Scenarios and Test Cycles</li> <li>• Deliverable 4.4 Integration Testing</li> <li>• Deliverable 4.6 User Acceptance Test</li> <li>• Deliverable 5.3 Interface Test Plan</li> <li>• Deliverable 8.1 Deployment Plan</li> <li>• Deliverable 10.4 Provide Data Transfer</li> </ul>

Key Milestones		Key Deliverables
Milestone Name	Milestone Allocation of Fixed Fees, Including Licensed Software, Third-Party Products, Implementation Fees	Deliverable Name (as referenced in Exhibit A (Statement of Work) unless otherwise noted)
Productive Use of Phase 1	30%	<ul style="list-style-type: none"> <li>• Deliverable 2.5 Support Services</li> <li>• Deliverable 2.6 Security Services</li> <li>• Deliverable 7.2 Training Materials</li> <li>• Deliverable 7.3 System Administrator and Help Desk Training</li> <li>• Deliverable 7.4 Super User Training</li> <li>• Deliverable 7.5 End User Training</li> <li>• Deliverable 8.2 Successful Deployment</li> <li>• Deliverable 8.4 Go-Live Support</li> <li>• Deliverable 8.6 Production Support</li> <li>• Deliverable 10.2 Maintenance and Support Services</li> </ul>
Productive Use of Phase 2	10%	<ul style="list-style-type: none"> <li>• Deliverable 1.5 Project Plan for Implementation Services</li> <li>• Deliverable 3.1 Gap Analysis and Validated Requirements</li> <li>• Deliverable 3.2 Completion of Installation</li> <li>• Deliverable 6.2 Complete all Identified Reports</li> <li>• Deliverable 4.1 Test Plan</li> <li>• Deliverable 4.2 Test Scripts, Test Scenarios and Test Cycles</li> <li>• Deliverable 4.4 Integration Testing</li> <li>• Deliverable 4.6 User Acceptance Test</li> <li>• Deliverable 8.1 Deployment Plan</li> <li>• Deliverable 7.2 Training Materials</li> <li>• Deliverable 7.3 System Administrator and Help Desk Training</li> <li>• Deliverable 7.4 Super User Training</li> </ul>
Final Acceptance	10%	<ul style="list-style-type: none"> <li>• Deliverable 8.5 Final Acceptance</li> <li>• Deliverable 9.2 Project Close-out</li> </ul>



Exhibit C.4 (Contractor Professional Services Rate Card)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT C.4**

**CONTRACTOR PROFESSIONAL SERVICES RATE CARD**

<b>Roles</b>	<b>FFS Hourly Rate</b>
Project Director/Executive	
Project Manager /Engagement Leader	
Trainers	
Application Configuration	
Interface Developer	
Software Developer	
System Administration Services	
Technical Engagement Executive	
Technical Engagement Leader	
Documentation/Learning Consultant	
Clinical Solution Consultant/Analyst	
Financial Solution Consultant/Analyst	

The rates set forth in this Exhibit C.4 (Contractor Professional Services Rate Card) are fully-loaded rates, inclusive of travel costs, and specify the maximum Fixed Hourly Rate for Professional Services which Contractor may provide in the form of Optional Work in accordance with Section 4.4 (Optional Work) of the Agreement.



Exhibit C.5 (Summary of Licensed Software Pricing by Module)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT C.5**  
**SUMMARY OF LICENSED SOFTWARE PRICING BY MODULE**

Module	One Time Fee	Support Fees (Monthly)	Subscription (Monthly)
<b>Total</b>	\$1,881,799.00	\$15,171.00	\$109,991.00



Exhibit C.6 (Detailed Pricing Summary)

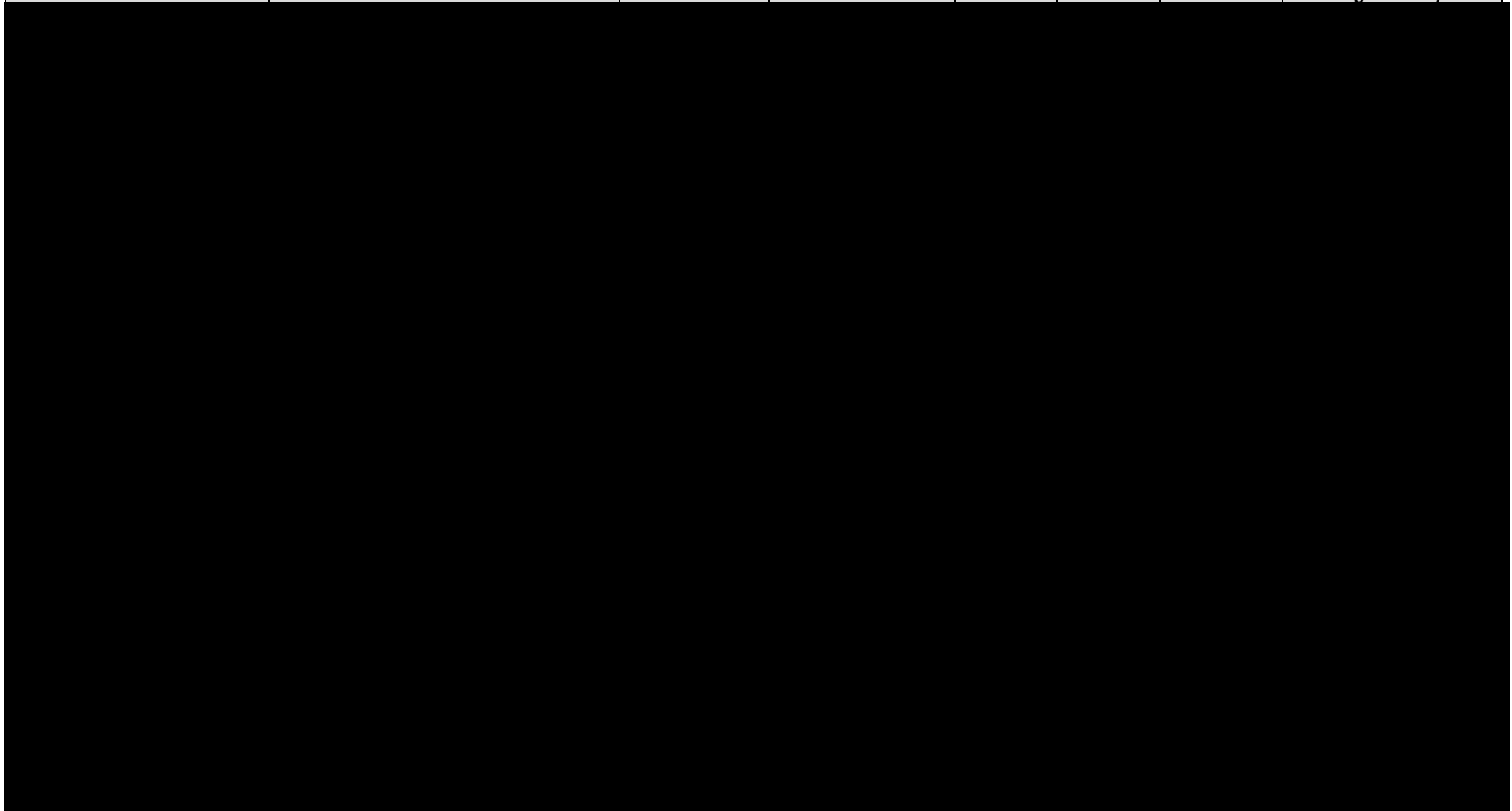
to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution



**EXHIBIT C.6  
DETAILED PRICING SUMMARY**

Model	Products/Services	One Time Fee	Recurring/Support/ Subscription Fees (Monthly)	Recurring Fee Term (Months)	Recurring Fee Term Begins in Month	Qty. Type	Qty (Except as to Licensed Software items provided in Section 2.2.2 (Baseline Use Metrics) of Exhibit C (Payment Schedule), quantities stated are for calculation purposes only, licensed use is governed by the Agreement.)
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Model	Products/Services	One Time Fee	Recurring/Support/ Subscription Fees (Monthly)	Recurring Fee Term (Months)	Recurring Fee Term Begins in Month	Qty. Type	Qty (Except as to Licensed Software items provided in Section 2.2.2 (Baseline Use Metrics) of Exhibit C (Payment Schedule), quantities stated are for calculation purposes only, licensed use is governed by the Agreement.)

Notes:



Exhibit C.7 (Pool Dollars)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT C.7**  
**POOL DOLLARS**

<b>CHANGE ORDER OR AMENDMENT NO.</b>	<b>EFFECTIVE DATE</b>	<b>INITIAL BALANCE OF POOL DOLLARS</b>	<b>ADJUSTED AMOUNT UNDER CHANGE ORDER OR AMENDMENT</b>	<b>REMAINING BALANCE OF POOL DOLLARS</b>



Exhibit C.8 (Optional Work)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT C.8  
OPTIONAL WORK**

This Exhibit C.8 (Optional Work) is an attachment and addition to the Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution dated April 4, 2017 (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Netsmart Technologies, Inc. (“**Contractor**”) and is incorporated into the Agreement by reference hereof. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

All pricing below is valid for the Term.

Model	Products/Services	One Time Fee	Recurring/Support/ Subscription Fees (Monthly)	Recurring Fee Term (Months)	Recurring Fee Term Begins in Month	Qty. Type	Qty (Except as to Licensed Software items provided in Section 2.2.2 (Baseline Use Metrics) of Exhibit C (Payment Schedule), quantities stated are for calculation purposes only, licensed use is governed by the Agreement.)
<b>Contractor Products</b>							
myHealthPointe	Consumer Portal [REDACTED]		[REDACTED]	12		Consumers	100,000
CareConnect	Referral package <sup>1</sup>			12		User	4,000
<b>Contractor Managed Services</b>							
SAPC Staff Training	Training for SAPC staff using myAvatar (Minimum 2 years)		[REDACTED]	24		Fixed SOW	2
HelpDesk (Level 1)	Level 1 HelpDesk support for SAPC and Contract Providers [REDACTED]		[REDACTED]	24		Fixed SOW	1
<b>Contractor Professional Services</b>							
Assessment Training (Comprehensive & Triage)							
Class Room Training (Assessments)	This line item (or part of it) could replace or supplement the assisted online instruction should class room training be required.	[REDACTED]		1		Fixed SOW	1
Per Class Cost A	Per class day cost for a maximum of 15 students at a County training facility	[REDACTED]				Fixed SOW	1
Per Class Cost B	Per class day cost for a maximum of 15 students at a non-County training facility	[REDACTED]				Fixed SOW	1
myHealthPointe Implementation	Professional Services to Implement myHealthPointe	[REDACTED]		1		Fixed SOW	1

Model	Products/Services	One Time Fee	Recurring/Support/Subscription Fees (Monthly)	Recurring Fee Term (Months)	Recurring Fee Term Begins in Month	Qty. Type	Qty (Except as to Licensed Software items provided in Section 2.2.2 (Baseline Use Metrics) of Exhibit C (Payment Schedule), quantities stated are for calculation purposes only, licensed use is governed by the Agreement.)
LAC-DMH Drug Medical Providers (600 Users)	Includes Provider Connect Training (or equivalent) for Users			1		Fixed SOW	1
LAC-DHS Drug Medical Providers (200 Users)	Includes Provider Connect Training for Users			1		Fixed SOW	1

Notes:

<sup>1</sup> Only required if LA-DMH ends its subscription service for CareConnect, at which time Netsmart shall provide County with a minimum of sixty (60) days' written notice, during such period the County's use of the CareConnect Referral package shall not be affected, to elect to purchase the Referral package under this Exhibit C.8 (Optional Work).



Exhibit D (Project Schedule)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution



[Exhibit to be finalized and included for execution]



Exhibit E (Administration of Agreement)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT E**  
**ADMINISTRATION OF AGREEMENT**

**1. CONTRACTOR'S ADMINISTRATION**

**Contractor's Project Director:**

Name: Thomas Stucke  
Title: Project Director  
Address: 4950 College Boulevard  
Overland Park, KS 66211  
Telephone: 650-281-4167  
Facsimile:  
Email Address: tstucke@ntst.com

**Contractor's Project Manager:**

Name: Gary Elfman  
Title: Project Manager  
Address: 4950 College Boulevard  
Overland Park, KS 66211  
Telephone: 619-446-790  
Facsimile:  
Email Address: gelfman@ntst.com

**Contractor's Authorized Officials**

Name: Thomas Herzog  
Title: Chief Operating Officer  
Address: 4950 College Boulevard  
Overland Park, KS 66211  
Telephone: 913-696-2802  
Facsimile:  
Email Address: therzog@ntst.com

Notices to Contractor shall be sent to the following:

Name: Thomas Herzog  
Title: Chief Operating Officer  
Address: 4950 College Boulevard  
Overland Park, KS 66211  
Telephone: 913-696-2802  
Facsimile:  
Email Address: therzog@ntst.com with a copy to Contracts\_Notices@ntst.com

**2. COUNTY'S ADMINISTRATION**

**County's Project Director**

Name: Wesley L. Ford, M.A., M.P.H.  
Title: Deputy Director, Health Promotion Bureau  
Address: 1000 South Fremont Avenue, Bldg. A9-East, 3<sup>rd</sup>. Floor  
Alhambra, CA 91803  
Telephone: (626) 299-4101  
Facsimile: (626) 458-7637  
Email Address: wford@ph.lacounty.gov

**County's Project Manager**

Name: Gary Tsai, MD, FAPA, FASAM  
Title: Medical Director and Science Officer  
Address: 1000 South Fremont Avenue, Bldg. A9-East, 3rd. Floor  
Alhambra, CA 91803  
Telephone: (626) 299-3504  
Facsimile: (626) 458-7637  
Email Address: GTsai@ph.lacounty.gov

Notices to County shall be sent to the County's Project Director, with a copy to each of:

**(A) Contracts and Grants Address:**

Attention: Director, Contracts and Grants Division  
Los Angeles County Department of Health Services  
313 N. Figueroa St., 6th Floor East  
Los Angeles, CA 90012

**(B) SAPC Contract Services Address**

Attention: Substance Abuse Prevention and Control, Contract Services Division  
Los Angeles County Department of Public Health  
1000 South Fremont Avenue, Building A-9 East, Third Floor  
Alhambra, CA 91803



Exhibit F (Contractor's EEO Certification)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT F**  
**CONTRACTOR'S EEO CERTIFICATION**

Netsmart Technologies, Inc.

Contractor Name

4950 College Boulevard  
Overland Park, KS 66211

Address

13-3680154

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**

- |    |   |   |                             |
|----|---|---|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Joseph McGovern Executive Vice President  
Authorized Official's Printed Name and Title

January 12, 2017

Authorized Official's Signature

Date



Exhibit G (Confidentiality and Assignment Agreement)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME Netsmart Technologies, Inc. Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: 01 / 12 / 2017

PRINTED NAME: Joseph McGovern

POSITION: Executive Vice President





Exhibit H (Business Associate Agreement)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT H**  
**BUSINESS ASSOCIATE AGREEMENT**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“**HIPAA**”), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the “**HIPAA Rules**”).

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement (“**Business Associate Agreement**”) between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. Definitions**

- 1.1 “42 Code of Federal Regulations (CFR) Part II” are the provisions of Federal law which govern the confidentiality of patient alcohol and drug abuse treatment records.
- 1.2 “Breach” has the same meaning as the term “breach” at 45 C.F.R. § 164.402.
- 1.3 “Business Associate” has the same meaning as the term “business associate” at 45 C.F.R. § 160.103. For the convenience of the parties, a “business associate” is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A “business associate” also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement “Business Associate” shall mean Contractor.
- 1.4 “Covered Entity” has the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, “Covered Entity” shall mean County.
- 1.5 “Data Aggregation” has the same meaning as the term “data aggregation” at 45 C.F.R. § 164.501.

- 1.6 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.7 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.8 "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 workforce. (See 45 C.F.R. § 160.103.)
- 1.9 "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. (See 42 U.S. C. § 17921.)
- 1.10 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, 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 if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.11 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.12 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.13 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, 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).
- 1.14 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.15 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.16 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, 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 created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

- 1.17 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.18 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.19 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.20 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.21 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.22 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.23 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.24 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## **2. Permitted and Required Uses and Disclosures of Protected Health Information**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

### **3. Prohibited Uses and Disclosures of Protected Health Information**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2
- 3.4 Business Associate shall comply with 42 C.F.R. Part 2 which restricts the disclosure of information of patient alcohol and drug abuse treatment records.

### **4. Obligations to Safeguard Protected Health Information**

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

### **5. Reporting Non-Permitted Uses or Disclosures, Security Incidents, and Breaches of Unsecured Protected Health Information**

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, 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 Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
  - (b) The number of Individuals whose Protected Health Information is involved;
  - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or 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);
  - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach
- 5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the Chief HIPAA Privacy Officer at: **Chief HIPAA Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
  - (b) The number of Individuals whose Protected Health Information is involved;

- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or 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);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. Written Assurances of Subcontractors**

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to

the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. Access to Protected Health Information**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individual(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual



requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## **8. Amendment of Protected Health Information**

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

## **9. Accounting of Disclosures of Protected Health Information**

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary 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.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 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.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 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

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5)

days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

## **10. Compliance with Applicable HIPAA Rules**

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

## **11. Availability of Records**

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, 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.

## **12. Mitigation of Harmful Effects**

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

## **13. Breach Notification to Individuals**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
  - 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, 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 any such Breach.
  - 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
    - (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

- (b) 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);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) 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.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

#### **14. Indemnification**

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

#### **15. Obligations of Covered Entity**

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure 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.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

## **16. Term**

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

## **17. Termination for Cause**

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

## **18. Disposition of Protected Health Information Upon Termination or Expiration**

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

## **19. Audit, Inspection, and Examination**

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. Miscellaneous Provisions**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 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.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, 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 the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 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 or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.



Exhibit I (Safely Surrendered Baby Law)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafe.org](http://www.babysafe.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?

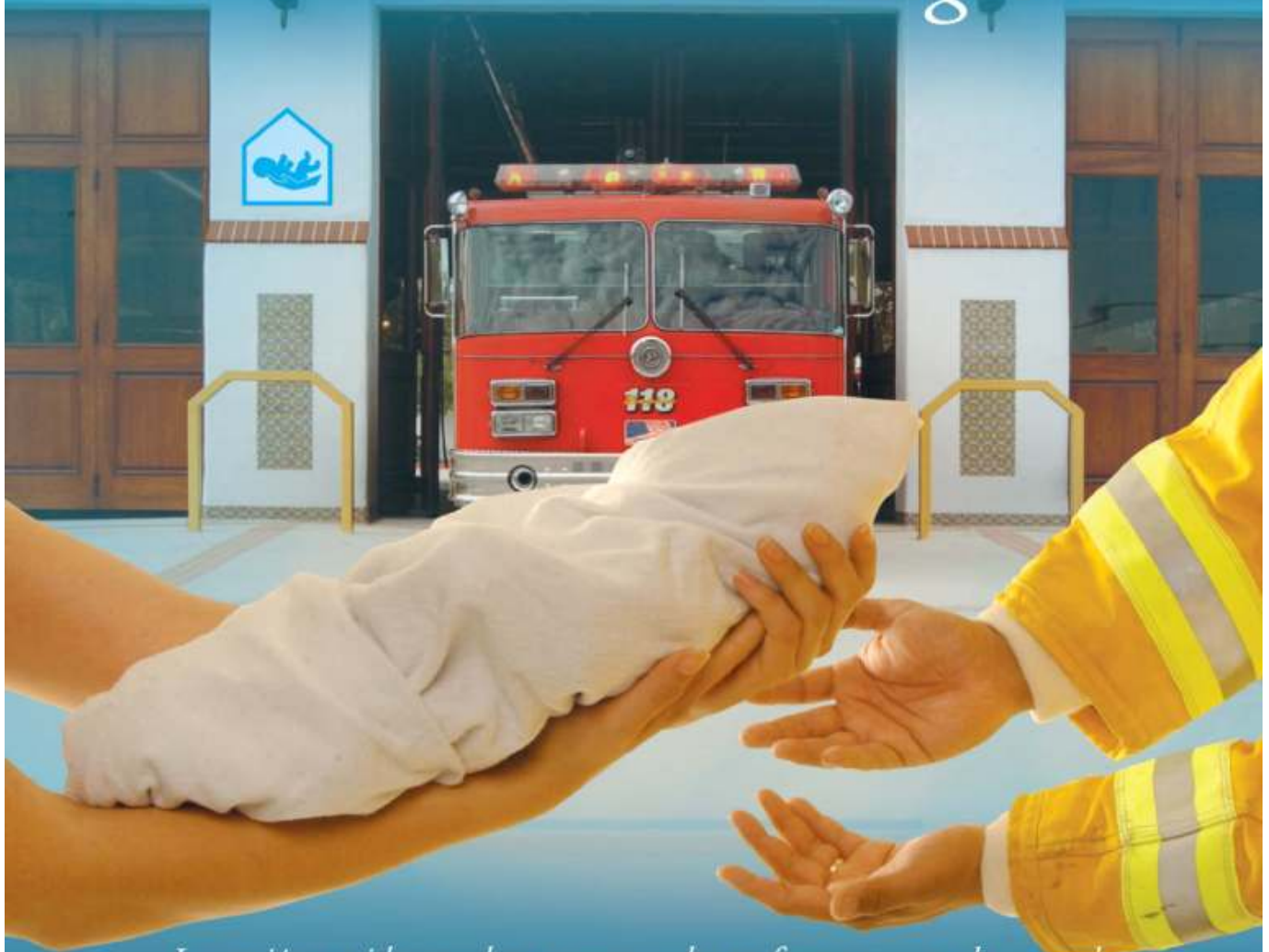
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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

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# 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 Angeles.*

## ¿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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 adulto 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 brazaletes 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 J (Jury Service Ordinance)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT J**  
**JURY SERVICE ORDINANCE**

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**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 purchase 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 K (Source Code Terms and Conditions)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution





EFFECTIVE DATE: MARCH 3, 2009  
 MASTER DEPOSIT ACCOUNT NUMBER: 35655

**THREE-PARTY MASTER DEPOSITOR**  
**ESCROW SERVICE AGREEMENT**

**1. Introduction.**

This Escrow Service Agreement (the "Agreement") is entered into by and between Netsmart New York, Inc., ("Depositor"), and by any additional party enrolling as a "Beneficiary" upon execution of the Beneficiary Enrollment Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

(a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("Services"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("Work Request") via written instruction or the online portal maintained at the website located at [www.ironmountainconnect.com](http://www.ironmountainconnect.com) or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "Iron Mountain Website").

(b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement ("License Agreement") conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

**2. Depositor Responsibilities and Representations.**

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term (as defined below) of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached hereto as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that, to the best of its knowledge and with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit O. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

**3. Beneficiary Responsibilities and Representations.**

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain's obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain's inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.
- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and consents to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary

warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

**4. Iron Mountain Responsibilities and Representations.**

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancies and notate such discrepancy on the Exhibit B.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.
- (e) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by all the Parties.
- (f) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions.
- (g) Should transport of Deposit Material be necessary in order for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

**5. Payment.**

The Party responsible for payment designated in Exhibit A ("Paying Party") shall pay to Iron Mountain all fees as set forth in the Work Request ("Service Fees"). Except as set forth below, all Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related specifically to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of .833% per month (10% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

**6. Term and Termination.**

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date ("Initial Term") and will automatically renew for additional one (1) year terms ("Renewal Term") (collectively the "Term"). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days' prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides not less than one hundred and eighty (180) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. If the Effective Date is not specified above, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. Unless otherwise directed by Depositor, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service to return the Deposit Material to the Depositor. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.

(c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 9) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

**7. Infringement Indemnification.**

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend and hold Beneficiary and Iron Mountain (the "Indemnified Party") fully harmless against any claim or action asserted against the Indemnified Party (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain's proper administration of this Agreement or Beneficiary's use of the Deposit Material, within the scope of this Agreement, infringes any patent, copyright, license or other proprietary right of any third party. When the Indemnified Party has notice of a claim or action, it shall promptly notify Depositor in writing. At its option, Depositor may elect to control defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of the Indemnified Party without such Party's prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

**8. Warranties.**

(a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH THE MEASURES IRON MOUNTAIN TAKES TO PROTECT ITS OWN INFORMATION OF A SIMILAR NATURE, BUT IN NO CASE LESS THAN A REASONABLE LEVEL OF CARE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

(b) Depositor warrants that all Depositor information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor information during the Term of this Agreement.

(c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary information during the Term of this Agreement.

**9. Confidential Information.**

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third Party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such Party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

**10. Limitation of Liability.**

EXCEPT FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR TRADEMARK; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (IV) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 7, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS.

11. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General.

- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, USA, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("Authorized Person" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement.
- (f) Right to Rely on Instructions. With respect to Release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person(s). In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.
- (i) No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties. Notwithstanding the foregoing, Depositor may assign this agreement to an affiliate (i.e. an entity directly related to Depositor through common ownership and control) or to an affiliate created as a result of a merger or acquisition of the business of Depositor, provided Iron Mountain receives clear, authoritative and conclusive written evidence of such affiliate relationship.
- (k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes

applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the other Parties.

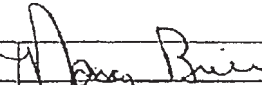
- (l) **Independent Contractor Relationship.** Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) **Attorneys' Fees.** In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) **No Agency.** No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) **Disputes.** Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.
- (p) **Regulations.** All Parties are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import, export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (q) **No Third Party Rights.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.
- (r) **Entire Agreement.** The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of all the Parties.
- (s) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) **Survival.** Sections 6 (Term and Termination), 7 (Infringement Indemnification), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

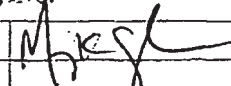
(balance of this page left intentionally blank – signature page follows)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

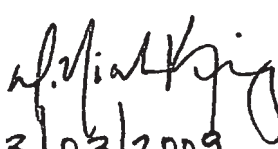
DEPOSITOR

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	Nancy Brill
TITLE:	NP Contract Development
DATE:	2/27/09
EMAIL ADDRESS:	nbrill@ntst.com

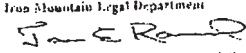
SIGNATURE:	
PRINT NAME:	Mary K. English
TITLE:	Director of Operations
DATE:	3/3/09
EMAIL ADDRESS:	lmcidentservices@ironmountain.com

Approved as to Operational Content  
Iron Mountain

I. Nicole King, Esq.  
Operations 

Date: 03/03/2009

Approved as to Form and Content:  
Iron Mountain Legal Department



James E. Raymond, Contracts Specialist  
Date: March 2, 2009

NOTE: AUTHORIZED PERSONS/NOTICES TABLE, BILLING CONTACT INFORMATION TABLE AND EXHIBITS FOLLOW

**DEPOSITOR AUTHORIZED PERSON(S)/NOTICES TABLE**

Provide the name and contact information of the Authorized Person under this Agreement. All notices will be sent to the person at the address set forth below. This is required information.

PRINT NAME:	Crystal Nerwinski
TITLE:	Business Systems Analyst
EMAIL ADDRESS:	cnerwinski@nts+.com
STREET ADDRESS:	3500 Sunrise Hwy Ste D-122
PROVINCE/CITY/STATE:	Great River, NY 11739
POSTAL/ZIP CODE:	
PHONE NUMBER:	621-968-2028
FAX NUMBER:	621-968-2123

**BILLING CONTACT INFORMATION TABLE**

Provide the name and contact information of the Billing Contact under this Agreement. All invoices will be sent to this individual at the address set forth below.

PRINT NAME:	same as above
TITLE:	
EMAIL ADDRESS:	
STREET ADDRESS:	
PROVINCE/CITY/STATE:	
POSTAL/ZIP CODE:	
PHONE NUMBER:	
FAX NUMBER:	

**IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.**

All notices should be sent to [ipmclientservices@ironmountain.com](mailto:ipmclientservices@ironmountain.com) OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

MUST BE COMPLETED EXHIBIT A - Escrow Service Work Request - Deposit Account Number:

35655

SERVICE Check box(es) to order service	SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT DEPOSITOR All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE TIME FEES	ANNUAL FEES	PAYING PARTY Check box to Identify the Paying Party
<input checked="" type="checkbox"/> Setup Fee	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.	\$2,250		Depositor
<input checked="" type="checkbox"/> Deposit Account Fee- including Escrow Management Center Access	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be secured in a controlled storage environment. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		\$1,000  \$700	Depositor  Depositor
<input checked="" type="checkbox"/> Beneficiary Fee including Escrow Management Center Access	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.			Depositor
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		\$1,000	Beneficiary
<input type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement.		\$700	Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$375	Beneficiary
<input type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by SFTP.	\$2,500	N/A	Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	Beneficiary
<input type="checkbox"/> Add Level 2 - Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the outputs of the File Listing Report and the Level 1 - Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	Beneficiary
<input type="checkbox"/> Add Level 3 - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	Beneficiary
<input type="checkbox"/> Add Level 4 - Full Usability	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built applications work properly when installed, based on pre-determined test scripts provided by the Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	Beneficiary
<input type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store and manage the deposit materials in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location or to store and manage a redundant copy of the deposit materials in one (1) additional location. All Deposit Materials (original and copy) must be provided by the Depositor.	N/A	\$500	Beneficiary



<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Material" the Escrow Service Agreement.	\$500	N/A	Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$175/hour	N/A	Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$500	N/A	Beneficiary

Note: Parties may submit Work Requests via written instruction or electronically through the online portal.

**EXHIBIT B  
DEPOSIT MATERIAL DESCRIPTION**

COMPANY NAME: \_\_\_\_\_ DEPOSIT ACCOUNT NUMBER: 35655

DEPOSIT NAME \_\_\_\_\_ AND DEPOSIT VERSION \_\_\_\_\_  
 (Deposit Name will appear in account history reports)  
 DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
<input type="checkbox"/> Electronic Deposit			
<input type="checkbox"/> Other (please describe below): _____			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted?  Yes or  No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name \_\_\_\_\_ Version \_\_\_\_\_

Hardware required \_\_\_\_\_

Software required \_\_\_\_\_

Other required information \_\_\_\_\_

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME: _____	NAME: _____
DATE: _____	DATE: _____
EMAIL ADDRESS: _____	
TELEPHONE NUMBER: _____	
FAX NUMBER: _____	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.  
 Attn: Vault Administration  
 2100 Norcross Parkway, Suite 150  
 Norcross, GA 30071  
 Telephone: 800-873-3609  
 Facsimile: 770-239-9201

**FOR IRON MOUNTAIN USE ONLY (NOTED DISCREPANCIES ON VISUAL INSPECTION)**

## EXHIBIT C

## RELEASE OF DEPOSIT MATERIAL

Deposit Account Number: 35655

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. Release Conditions. Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "Release Conditions"):

- (i) Depositor's breach of a condition of the agreement between the Depositor and Beneficiary regulating the use of the Deposit Material resulting in authorization to release the Deposit Material; or
- (ii) Failure of the Depositor to function as a going concern or operate in the ordinary course; or
- (iii) Depositor is subject to voluntary or involuntary bankruptcy.

2. Release Work Request. A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.

3. Contrary Instructions. From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor Authorized Person(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.

4. Release of Deposit Material. If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.

5. Termination of Agreement. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain. For the avoidance of doubt, each enrollment of a Beneficiary made by the respective parties signing the Beneficiary Enrollment Form attached hereto as Exhibit E constitutes and shall be construed as a separate agreement between Iron Mountain, Depositor and the signing Beneficiary.

6. Right to Use Following Release. Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

**EXHIBIT D**

**AUXILIARY DEPOSIT ACCOUNT TO ESCROW AGREEMENT**

Deposit Account Number: 35655

Auxiliary Account Number \_\_\_\_\_

\_\_\_\_\_, ("Depositor"), and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") have entered into the above referenced Escrow Agreement ("Agreement"). Pursuant to that Agreement Beneficiary or Depositor may create additional deposit accounts ("Auxiliary Deposit Account") for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name:

\_\_\_\_\_, ("Deposit Account Name").

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit-B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

PAYING PARTY COMPANY NAME: \_\_\_\_\_

**BILLING CONTACT INFORMATION TABLE**

All Invoices for Deposit Account Fees will be sent to the contact set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS:	
STREET ADDRESS:	
PROVINCE/CITY/STATE:	
POSTAL/ZIP CODE:	
PHONE NUMBER:	
FAX NUMBER:	

**DEPOSITOR**

**IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.**

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	<a href="mailto:ipmclientservices@ironmountain.com">ipmclientservices@ironmountain.com</a>

**IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.**

All notices should be sent to [ipmclientservices@ironmountain.com](mailto:ipmclientservices@ironmountain.com) OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

**EXHIBIT E  
BENEFICIARY ENROLLMENT FORM**

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that

BENEFICIARY COMPANY NAME: \_\_\_\_\_ is the Beneficiary referred to in the Escrow Agreement that supports Deposit Account Number: 351655 with Iron Mountain as the escrow agent. Beneficiary hereby agrees to be bound by all provisions of such Agreement.

**AUTHORIZED PERSON(S)/NOTICES TABLE**

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

BENEFICIARY		DEPOSITOR	
PRINT NAME:		PRINT NAME:	
TITLE:		TITLE:	
EMAIL ADDRESS:		EMAIL ADDRESS:	
STREET ADDRESS:		STREET ADDRESS:	
PROVINCE/CITY/STATE:		PROVINCE/CITY/STATE:	
POSTAL/ZIP CODE:		POSTAL/ZIP CODE:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	

PAYING PARTY COMPANY NAME: \_\_\_\_\_

**BILLING CONTACT INFORMATION TABLE**

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS:	
STREET ADDRESS:	
PROVINCE/CITY/STATE:	
POSTAL/ZIP CODE:	
PHONE NUMBER:	
FAX NUMBER:	
PURCHASE ORDER #:	

**DEPOSITOR**

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

**BENEFICIARY**

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

**IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.**

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	<a href="mailto:ipclientservices@ironmountain.com">ipclientservices@ironmountain.com</a>

All notices to Iron Mountain Intellectual Property Management, Inc. should be sent to [ipclientservices@ironmountain.com](mailto:ipclientservices@ironmountain.com) OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

**EXHIBIT Q**  
**ESCROW DEPOSIT QUESTIONNAIRE**

**Introduction**

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

**Purpose of Questionnaire**

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

**Instructions**

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion, or e-mail it to Iron Mountain to the attention of [verification@ironmountain.com](mailto:verification@ironmountain.com).

**Escrow Deposit Questionnaire**

**General Description**

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. What is the size of the deposit in megabytes?

**Requirements for the Execution of the Software Protected by the Deposit**

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.)
2. How many machines are required to completely set up the software?
3. What are the software and system software requirements, to execute the software and verify correct operation?

**Requirements for the Assembly of the Deposit**

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software?
9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
10. Do you have a formal build document describing the necessary steps for system configuration and compilation?
11. Do you have an internal QA process? If so, please give a brief description of the testing process.
12. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

COMPANY:	
SIGNATURE:	
PRINT NAME:	
ADDRESS 1:	
ADDRESS 2:	
CITY, STATE, ZIP	
TELEPHONE:	
EMAIL ADDRESS:	

For additional information about Iron Mountain Technical Verification Services, please contact Manager of Verification Services at 800-875-5669 or by e-mail at <mailto:verification@ironmountain.com>

## Exhibit E

### Beneficiary Enrollment Form and Amendment

Depositor and Iron Mountain Intellectual Property Management, Inc. (“Iron Mountain”), hereby acknowledge that **Beneficiary Company Name:** County of Los Angeles is the **Beneficiary** referred to in the Escrow Agreement that supports **Deposit Account Number:** \_\_\_\_\_ with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement as herein amended. The last date noted on the signature blocks of this enrollment shall be the Effective Date.

With respect to the enrolling Beneficiary only, the Parties hereby agree to amend the Agreement as follows:

1. Exhibit C, Section 1 is deleted in its entirety and replaced with the following:

**“1. Release Conditions.**

Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as “**Release Conditions**”):

- (i) The insolvency of Depositor; or
- (ii) Any termination of the License Agreement other than: (a) termination by Depositor for default as a result of Beneficiary’s breach under Section 10.7 (Termination by Contractor) of the License Agreement between Depositor and Beneficiary, (b) termination upon expiration of the License Agreement between Depositor and Beneficiary without renewal by Beneficiary or (c) Beneficiary’s termination for convenience under Section 10.1 (Termination for Convenience) of the License Agreement between Depositor and Beneficiary; or
- (iii) Successor to Depositor ceases to do business with Beneficiary with respect to the License Agreement between Depositor and Beneficiary.

For the avoidance of doubt, Iron Mountain shall not exercise any discretion nor make any determination regarding the validity of a Release Condition nor the Beneficiary’s eligibility to submit a Work Request for the release of the Deposit Material. Iron Mountain shall rely solely on notice from the Beneficiary in a Work Request of the occurrence of a Release Condition, provided Iron Mountain otherwise complies with the process set forth in this Exhibit C.”

Except as set forth in this Beneficiary Enrollment Form and Amendment, the Agreement is unaffected and will continue in full force and effect in accordance with its terms.

Authorized Person(s) Notices Table			
Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR (Required information)		BENEFICIARY (Required information)	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
City		City	
State/Province		State/Province	
Postal/Zip Code		Postal/Zip Code	
Country		Country	
Phone Number		Phone Number	
Fax Number		Fax Number	

(Balance of Page Left Intentionally Blank – Paying Party Billing Contact Information Table Follows)

<b>Paying Party Billing Contact Information Table (Required information)</b>	
Please provide the name and contact information of the Billing Contact for the Paying Party under this Agreement. All Invoices will be sent to this individual at the address set forth below. Incomplete information may result in a delay of processing.	
<b>Company Name</b>	
<b>Print Name</b>	
<b>Title</b>	
<b>Email Address</b>	
<b>Street Address</b>	
<b>City</b>	
<b>State/Province</b>	
<b>Postal/Zip Code</b>	
<b>Country</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	
<b>Purchase Order #</b>	

<b>Beneficiary Enrollment Form Work Request</b>			
Please check boxes to order services.			
<b>Service</b>	<b>Service Description</b>	<b>One-Time/ Per Service Fees</b>	<b>Annual Fees</b>
<input checked="" type="checkbox"/> <b>Beneficiary Enrollment Fee (Required)</b>	Iron Mountain will add a Beneficiary to a deposit account and manage account access rights to Deposit Material. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status.		\$850
<input type="checkbox"/> <b>Deposit Account Fee (Required)</b>	Iron Mountain will set up a deposit account to manage and administrate access to new Deposit Material to be secured in a controlled storage environment. Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, and access by Depositor to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. Release of Deposit Material is also included in the annual fee. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		\$1,150
<input type="checkbox"/> <b>File List Test</b>	Iron Mountain will perform one (1) File List Test, which includes a Deposit Material media readability analysis, a file listing, a file classification table, virus scan outputs, and confirmation of the presence or absence of a completed escrow deposit questionnaire. A final report will be sent to the requesting Party regarding the Deposit Material. Deposit must be provided on CD, DVD-R, or deposited electronically.	\$2,750	N/A
<input type="checkbox"/> <b>Level 1 - Inventory and Analysis Test</b>	Iron Mountain will perform one (1) Inventory and Analysis Test on the specified deposit, which includes the outputs of the File List Test, identifying the presence/absence of build setup and design documentation (including the presence or absence of a completed escrow deposit questionnaire), and identifying materials required to recreate the Depositor's application development and production environments. Output includes a report that includes compile and setup documentation, file classification tables and file listings. The report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, and Iron Mountain's analysis of the deposit. A final report will be sent to the requesting Party regarding the Deposit Material.	\$5,250 or based on SOW if custom work required	N/A

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IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	

Approved as to IPM Operational Content:  
Iron Mountain IPM Service Delivery



Name: Ryan B. Smith, Contracts Specialist  
Date: March 16, 2017

All notices to **Iron Mountain Intellectual Property Management, Inc.** should be sent to [ipmclientservices@ironmountain.com](mailto:ipmclientservices@ironmountain.com) OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201



Exhibit L (Glossary)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT L**  
**GLOSSARY**

This Exhibit L (Glossary) is attached to and incorporated by reference in that certain Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution (“Agreement”) by and between the County of Los Angeles and Netsmart Technologies, Inc. dated for reference purposes as of the Effective Date. Whenever used in the Exhibits, Attachments, or Schedules to the Agreement, the words and phrases listed below shall have the meanings given in this Exhibit L (Glossary). Capitalized terms not otherwise defined in this Exhibit L (Glossary) shall have the meanings ascribed to them in the Agreement or in other Exhibits, Attachments, or Schedules. In the event there is a conflict between how a term is defined in this Exhibit L (Glossary) and any other portion of the Agreement, the order of precedence for understanding the meaning of that term, shall be as follows: (a) how that term is defined in the Agreement; (b) how that term is defined in this Exhibit L (Glossary); and (c) how that term is defined in the other Exhibits, Attachments, and Schedules to the Agreement. Unless otherwise specified herein, all references in this Exhibit L (Glossary) to Sections shall refer to the respective Sections of this Agreement as specified in the main body of the Agreement (rather than the Exhibits, Attachments, or Schedules thereto).

1.     24X7X365  
24 hours a day, 7 days a week, 365 days a year.
2.     3DES  
Shall mean Triple Data Encryption Standard as specified in Section 3.4 (Hosting Environment Security and WAN Connectivity) of Exhibit N (Additional Hosting Services Terms and Conditions).
3.     ACCEPTANCE  
The County's written approval of any tasks, subtasks, Solution, Services, Deliverables, the System and milestones (if applicable) in accordance with Paragraph 5.0 (Acceptance).
4.     ACCEPTANCE CERTIFICATE  
The acceptance certificate, substantially similar to the Acceptance Certificate provided in Exhibit A.4 (Acceptance Certificate).
5.     ACCEPTANCE CRITERIA  
Shall have the meaning specified in Section 5.1 (Acceptance Criteria) of the Agreement.
6.     ACL  
Shall mean Access Control Lists as specified in Section 3.3 (Physical Security Environment) of Exhibit N (Additional Hosting Services Terms and Conditions).
7.     AGREEMENT  
Shall have the meaning specified in the Preamble to the Agreement.
8.     AGREEMENT TERM  
The term of the Agreement commencing upon the Effective Date until its expiration or termination as provided herein. The phrase "term of the/this Agreement" and phrases of similar import shall mean the Agreement Term.

9. APPLICATION MANAGEMENT  
Shall have the meaning specified in Section 6.E (Application Management Service Levels) of Exhibit B (Service Level Agreement).
10. ASAM  
Shall mean the American Society of Addiction Medicine.
11. ASAM MODULES  
Shall have the meaning specified in Section 6.D.4 (Resolution) of Exhibit B (Service Level Agreement).
12. APPROVAL (APPROVE OR APPROVED)  
The written acceptance or other required approval by DPH's Chief Information Officer (or his or her designee) or the County Project Director (or his or her designee) of a specifically identified Deliverable or any other item requiring County approval.
13. ATTACHMENT(S)  
Shall have the meaning specified in the Preamble to the Agreement.
14. AUTHORIZED BILLING AND PAYMENT MECHANISMS  
Shall have the meaning specified in Section 1 (Introduction) of Exhibit C (Payment Schedule).
15. AUTHORIZED MODIFICATIONS TO MILESTONE PAYMENTS  
Shall have the meaning specified in Section 2.1 (Milestone Payments) of Exhibit C (Payment Schedule).
16. AVAILABLE FOR USE  
Shall have the meaning specified in Section 7.A (System Availability Warranty) of Exhibit B (Service Level Agreement).
17. AVAILABILITY  
Shall have the meaning specified in Section 7.A (System Availability Warranty) of Exhibit B (Service Level Agreement).
18. BACKGROUND INTELLECTUAL PROPERTY  
  
Any intellectual property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, inventions, analysis frameworks, software, models, documentation, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, utilities, routines, and tools, which may constitute or be contained in Work Product that was developed by Contractor prior to performance or independent of this Agreement.
19. BASELINE USE METRICS  
Shall have the meaning specified in Section 2.2.1 (Use Reconciliation) of Exhibit C (Payment Schedule).

20. BUSINESS ASSOCIATE AGREEMENT  
Shall have the meaning specified in the Preamble to Exhibit H (Business Associate Agreement).
21. BUSINESS CONTINUITY GUIDELINES  
The guidelines described in Exhibit B.4 (Disaster Recovery and Business Continuity Guidelines).
22. BUSINESS CONTINUITY PLAN  
Shall have the meaning specified in Section 4.9 (Disaster Recovery/Business Continuity) of the Agreement.
23. C.F.R  
Shall have the meaning specified in Section 14.1.9 (Compliance with Federal and State Confidentiality Requirements) of the Agreement.
24. CHANGE NOTICE  
Shall have the meaning specified in Section 15.2 (Change Notice) of the Agreement.
25. CHANGE ORDER  
Shall have the meaning specified in Section 15.3 (Change Order) of the Agreement.
26. CONFIDENTIAL INFORMATION  
Shall have the meaning specified in Section 14.1.1 (Confidential Information Defined) of the Agreement.
27. CONFIGURATION  
Configuration shall include changes to the System based on the setting of parameters or table values within the System. Configuration does not involve modifications to the System design or software code.
28. CONFIGURATION WARRANTY PERIOD  
Shall have the meaning specified in Section 9.11 (System Configuration Warranty) of the Agreement.
29. CONTRACT YEAR  
The twelve (12) month period commencing on the Effective Date, and each subsequent twelve (12) month period thereafter during the Term. For the purposes of determining Contract Years, the period from the Effective Date through December 31, 2017 shall be deemed to be Contract Year One (1).
30. CONTRACTED AGENCY  
County's Substance Abuse Prevention Control health care providers.
31. CONTRACTOR  
Shall have the meaning specified in the Preamble to the Agreement.
32. CONTRACTOR PRIMARY DATA CENTER  
The principal data center facility in which the Hosting Environment shall operate throughout the Term of the Agreement.

33. CONTRACTOR SECONDARY DATA CENTER  
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, in the event of Contractor's inability to provide the Hosting Services from Contractor Primary Data Center.
34. CONTRACTOR'S PROJECT DIRECTOR  
The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
35. CONTRACTOR'S PROJECT MANAGER  
The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
36. COO  
Shall have the meaning specified in Section 13.4 (Executive Team Participation) of the Agreement.
37. COOKIE  
Shall have the meaning specified in Section 1.3 (Use of Cookies on the Service) of Exhibit N (Additional Hosting Services Terms and Conditions).
38. COST OF LIVING ADJUSTMENT OR COLA  
Shall have the meaning specified in Section 8.13 (Cost of Living Adjustment) of the Agreement.
39. COUNTY  
Shall have the meaning specified in the Preamble to the Agreement.
40. COUNTY DATA  
All of the County information, data, and records of County to which Contractor has access, or is otherwise provided to Contractor under this Agreement, during the use and/or provisioning of the Solution, including any data entered/stored/accessed during use of the Solution by users of the Solution.
41. COUNTY INDEMNITEES  
Shall have the meaning specified in Section 23.1 (General Indemnification) of the Agreement.
42. COUNTY'S PROJECT DIRECTOR  
Person designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.
43. COUNTY'S PROJECT MANAGER  
Person designated by County's Project Director to manage the operations under this Agreement.
44. CPI-W  
Shall have the meaning specified in Section 8.13 (Cost of Living Adjustment) of the Agreement.
45. CRAC  
Shall mean computer room air conditioners as specified in Section 3.2 (Physical Environment) of Exhibit N (Additional Hosting Services Terms and Conditions).

46. CROSS-OVER ISSUES  
Shall have the meaning specified in Section 2.F (Cross-Over Issues) of Exhibit B (Service Level Agreement).
47. DAY(S)  
Calendar day(s) unless otherwise specified.
48. DEFICIENCY  
With respect to the Solution, Services, or Deliverables, a failure of the Solution, Services, or Deliverables to conform to Specifications, or with respect to the Solution, a failure that impairs the performance of the Solution when operated in accordance with the Agreement.
49. DEFICIENCY CREDITS  
Credits or any other form of discount to be applied to the applicable Maintenance and Support Fees for Contractor's failure to timely correct Deficiencies as provided in Exhibit B (Service Level Agreement).
50. DELIVERABLE(S)  
Whether singular or plural, shall mean software, items and/or Services provided or to be provided by Contractor under this Agreement identified as a deliverable, by designation, number, in the Statement of Work, Exhibit, Attachment, Schedule, or as an obligation expressly set forth in any document incorporated into the Agreement.
51. DEVELOPED MODULES  
All non-public information and unpublished intellectual property submitted by County related to any functions or modules to be developed by Contractor for County under this Agreement. Developed Modules Requirements shall be County's (or the owner of such submitted intellectual property) Confidential Information.
52. DEVELOPED MODULES REQUIREMENTS  
To the extent Contractor develops source code and related object code for its Licensed Software (or its successor products), utilizing the Developed Modules Requirements, Developed Modules are (1) the source code and related object code, documentation of the source code and related object code, user descriptions and other collateral materials relating to the source code and related object code, and (2) modifications, enhancements, or further derivatives Contractor and its subcontractors make to the source code and related object code, user descriptions and other collateral materials relating to the source code and related object code. Developed Modules shall become part of, and be deemed, Licensed Software for the purpose of this Agreement.
53. DISABLING DEVICE  
Shall have the meaning specified in Section 9.6 (Disabling Device) of the Agreement.
54. DISASTER RECOVERY PLAN  
Shall have the meaning specified in Section 4.9 (Disaster Recovery/Business Continuity) of the Agreement.

55. DISCLOSING PARTY  
Shall have the meaning specified in Section 14.1.1 (Confidential Information Defined) of the Agreement.
56. DISPLACED PRODUCT  
Shall have the meaning specified in Section 3.2.2 (Replacement Products) of the Agreement.
57. DISPUTE RESOLUTION PROCEDURE  
Shall have the meaning specified in Section 27.0 (Dispute Resolution Procedure) of the Agreement.
58. DOCUMENTATION  
All of Contractor’s training course materials, Contractor provided system specifications and technical manuals, and all other user instructions prepared or made available by or through Contractor regarding the capabilities, operation, and use of the Solution.
59. DOWNTIME  
Shall have the meaning specified in Section 7.A (System Availability Warranty) of Exhibit B (Service Level Agreement).
60. DUE DATE  
Shall have the meaning specified in Section 6.3 (Credits to County) of the Agreement.
61. DR/BC PLAN  
Shall have the meaning specified in Section 4.9 (Disaster Recovery/Business Continuity) of the Agreement.
62. EFFECTIVE DATE  
The date of approval and execution of this Agreement by County and authorized representative(s) of Contractor following approval by the Board of Supervisors.
63. ENCRYPTION STANDARDS  
Shall have the meaning specified in Section 14.3 (Protection of Electronic County Information – Data Encryption Standards) of the Agreement.
64. ENHANCEMENT  
Any modification to any Licensed Software designed to improve its operation, usefulness, or completeness that is made generally available by Contractor (excluding Deficiency corrections) to its other customers.
65. EXHIBIT(S)  
Shall have the meaning specified in the Preamble to the Agreement.
66. EXISTING ENVIRONMENT  
Shall have the meaning specified in Section 9.11 (System Configuration Warranty) of the Agreement.
67. EXTENDED TERM  
Shall have the meaning specified in Section 7.2 (Extended Agreement Term) of the Agreement.



68. FINAL ACCEPTANCE  
Shall have the meaning specified in Section 5.4.4 (Final Acceptance) of the Agreement.
69. FINALLY DETERMINED  
“Finally Determined” means when a claim or dispute has been finally determined by a court of competent jurisdiction, arbitration, mediation, or other agreed-upon governing party and either (1) no associated appeal has timely been sought if capable of being sought, or (2) appellate rights properly exercised have otherwise been exhausted.
70. FISCAL YEAR  
The twelve (12) month period beginning July 1st and ending the following June 30th.
71. FIXED HOURLY RATE  
The hourly rate as specified in Exhibit C (Payment Schedule) for Professional Services that Contractor may provide in the form of Optional Work if requested by County.
72. FORCE MAJEURE EVENTS  
Shall have the meaning specified in Section 28.3 (Force Majeure) of the Agreement.
73. GO-LIVE  
The first point at which the System will be activated and in use in the Production Environment for any of the project Phases pursuant to Exhibit A (Statement of Work) or for Optional Work pursuant to the applicable Work Order.
74. HEALTH AGENCY  
The integration of County Departments of Health Services (DHS), Mental Health (DMH), and Public Health (DPH) as a single unified Health Agency.
75. HEALTH AGENCY CIO  
Shall have the meaning specified in Section 13.4 (Executive Team Participation) of the Agreement.
76. HEALTH AGENCY DIRECTOR  
The Director of the County of Los Angeles Health Agency, or his or her designee.
77. HIGH AVAILABILITY  
Shall have the meaning specified in Section 8.5 (Recovery Time Requirement) of Exhibit N (Additional Hosting Services Terms and Conditions).
78. HIPAA  
Shall have the meaning specified in Section 14.1.9 (Compliance with Federal and State Confidentiality Requirements) of the Agreement.
79. HOLDBACK AMOUNT  
Shall have the meaning specified in Section 8.3 (Holdbacks) of the Agreement.
80. HOSTING ENVIRONMENT  
The Contractor Primary Data Center, the Contractor Secondary Data Center and all facilities, personnel, Hosting Hardware and Hosting Software and all requirements specified in Section 3

(Hosting Environment) of Exhibit N (Additional Hosting Services Terms and Conditions) and Section 3 (Hosting Services) of Exhibit B (Service Level Agreement).

81. HOSTING HARDWARE

Hardware and equipment of any nature (e.g., Servers, networking equipment, switches, routers, power infrastructure), utilized in the Hosting Environment to provide the Hosting Services.

82. HOSTING REVISIONS

As to the Hosting Software (i) new features, new functionality, and performance improvements, (ii) bug fixes, patches, updates, and any other revisions or enhancements of any kind that correct an Error or address common functional and performance issues, including Hosting Error Correction; (iii) updates, revisions, or enhancements; (iv) any modification to the Hosting Software designed to improve its operation, usefulness, or completeness that is made generally available by Contractor (excluding Error Corrections) to its clients; and (v) modifications, workarounds, or other changes required in order for the Hosting Software to remain compliant with applicable federal, State and local laws and regulations.

83. HOSTING SERVICE LEVELS

Shall have the meaning specified in Section 1.1 (In General) of Exhibit N (Additional Hosting Services Terms and Conditions).

84. HOSTING SOFTWARE

Software of any nature (e.g. operating systems, presentation layer software, applications, utilities, tools, firmware and security) utilized in the Hosting Environment to provide the Hosting Services.

85. HVAC

Shall mean heating, ventilation, and air conditioning as specified in Section 3.2 (Physical Environment) of Exhibit N (Additional Hosting Services Terms and Conditions).

86. IMPLEMENTATION FEES

Shall have the meaning specified in Section 4.2.3 of the Agreement.

87. IMPLEMENTATION SERVICES

“Implementation Services” shall mean the Services as set forth in Section 4.2 (Implementation Services) of the Agreement and as further specified in Exhibit A (Statement of Work). The Implementation Services are also sometimes referred to as the “Project.”

88. IN-HOUSE SOLUTION

Shall have the meaning specified in Section 4 (In-House Solution) of Exhibit N (Additional Hosting Services Terms and Conditions).

89. INDEMNIFIED ITEMS

Shall have the meaning specified in Section 23.2 (Intellectual Property Indemnification) of the Agreement.

90. INFORMATION SECURITY POLICY

Shall have the meaning specified in Section 1 (Security Policy) of Exhibit B.1 (Information Security Requirements).

91. INFRINGEMENT CLAIM(S)  
Shall have the meaning specified in Section 23.2 (Intellectual Property Indemnification) of the Agreement.
92. INITIAL TERM  
Shall have the meaning specified in Section 7.1 (Initial Agreement Term) of the Agreement.
93. INTEGRAL THIRD-PARTY SOFTWARE  
Shall have the meaning specified in Section 3.5 (Third Party Product) of the Agreement.
94. INTERFACES  
Either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from a County or Contractor format into another format used at County; or (b) translate or convert data in a format used by County, Contractor or a third-party to a format supported at County or vice versa.
95. IPSEC  
Shall mean Internet Protocol Security as specified in Section 3.4 (Hosting Environment Security and WAN Connectivity) of Exhibit N (Additional Hosting Services Terms and Conditions).
96. JURY SERVICE PROGRAM  
Shall have the meaning specified in Section 29.13.1 (Jury Service Program) of the Agreement.
97. KEY DELIVERABLE  
A milestone Deliverable marked as "Key" on Exhibit A (Statement of Work) and/or Exhibit D (Project Schedule).
98. KEY MILESTONE(S)  
Whether singular or plural, shall mean Milestones under the Agreement identified as "Key" in a Statement of Work, Exhibit, Attachment, Schedule, or any document associated with the foregoing.
99. KEY MILESTONE ALLOCATION  
Shall have the meaning specified in Section 8.3 (Holdbacks) of the Agreement.
100. KEY MILESTONE SCHEDULED DURATION  
Shall have the meaning specified in Section 8.3 (Holdbacks) of the Agreement.
101. LETTER OF CREDIT  
Shall have the meaning specified in Section 8.14.1 (Letter of Credit Amount) of the Agreement.
102. LETTER OF CREDIT RELEASE DATE  
Shall have the meaning specified in Section 8.14.1 (Letter of Credit Amount) of the Agreement.
103. LICENSE  
Shall have the meaning specified in Section 3.1.1 (License Grant) of the Agreement.

104. LICENSED SOFTWARE

Individually each, and collectively all, of the computer programs provided by Contractor under this Agreement (including Third-Party Products), including as to each such program, the machine generated instructions, Source Code as provided in Section 3.6 (Source Code) of the Agreement, processes and routines used in the processing of data, the object code, Interfaces to be provided hereunder by Contractor, Developed Modules, New Software, Revisions, and any and all software programs otherwise provided by Contractor under this Agreement. All Licensed Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by County.

105. MAINTENANCE AND SUPPORT FEES

Shall have the meaning specified in Section 8.4.2 (Maintenance and Support Fees) of the Agreement.

106. MAINTENANCE AND SUPPORT SERVICES

Maintenance Services and Support Services provided by Contractor in accordance with Exhibit B (Service Level Agreement).

107. MAINTENANCE SERVICES

Any goods and/or services provided by Contractor under this Agreement for maintaining the Solution, including but not limited to Revisions, modifications to maintain reporting and regulatory compliance, and other Software Updates to the System in accordance with Exhibit B (Service Level Agreement).

108. MAXIMUM AGREEMENT SUM

The total monetary amount payable by County to Contractor hereunder, as specified in Section 8.1 (Maximum Agreement Sum) of the Agreement.

109. MAXIMUM FIXED PRICE

Shall have the meaning specified in Section 4.4 (Optional Work) of the Agreement.

110. MEDICAL INFORMATION OR MI

Shall have the meaning specified in Section 14.3 (Protection of Electronic County Information – Data Encryption Standards) of the Agreement.

111. MEP

Shall mean Mechanical, Electronic, and Plumbing as specified in Section 3.2 (Physical Environment) of Exhibit N (Additional Hosting Services Terms and Conditions).

112. MILESTONE PAYMENTS

Shall have the meaning specified in Section 2.1 (Milestone Payments) of Exhibit C (Payment Schedule).

113. MILESTONE PAYMENTS ITEMS THAT TRANSITION

Shall have the meaning specified in Section 2.1 (Milestone Payments) of Exhibit C (Payment Schedule).

114. MONTHLY KEY MILESTONE PAYMENT  
Shall have the meaning specified in Section 8.3 (Holdbacks) of the Agreement.
115. NAT  
Shall mean Network Address Translation as specified in Section 3.4 (Hosting Environment Security and WAN Connectivity) of Exhibit N (Additional Hosting Services Terms and Conditions).
116. NATURAL DEGENERATION  
Shall have the meaning specified in Section 3.6.2 (Natural Degeneration) of the Agreement.
117. NEW SOFTWARE  
“New Software” means any function or module of Contractor-developed software that:
- (i) is not included in the Licensed Software marketed by Contractor as of the Effective Date;
  - (ii) fulfills a different primary function or is delivered on a different end-user platform than the Licensed Software; and
  - (iii) is not otherwise to be provided to County under this Agreement as a Revision to the Licensed Software.
118. OPTIONAL WORK  
New Software and/or Professional Services, which may be provided by Contractor to County upon County’s request and approval and execution of an Amendment or Change Order in accordance with Paragraph 4.4 (Optional Work).
119. OUTAGE  
Shall have the meaning specified in Section 7.A (System Availability Warranty) of Exhibit B (Service Level Agreement).
120. PART 2 REGULATIONS  
Shall have the meaning specified in Section 14.1.9 (Compliance with Federal and State Confidentiality Requirements) of the Agreement.
121. PARTY OR PARTIES  
Shall have the meaning specified in the Preamble to the Agreement.
122. PDU(s)  
Shall mean Power Distribution Unit(s) as specified in Section 3.2 (Physical Environment) of Exhibit N (Additional Hosting Services Terms and Conditions).
123. PEAK AVERAGE CONCURRENT USERS  
Shall have the meaning specified in Section 2.2.3 (User Definitions) of Exhibit C (Payment Schedule).
124. PEAK AVERAGE USERS  
Shall have the meaning specified in Section 2.2.3 (User Definitions) of Exhibit C (Payment Schedule).

125. PEAK CONCURRENT USERS  
Shall have the meaning specified in Section 2.2.3 (User Definitions) of Exhibit C (Payment Schedule).
126. PEAK USERS  
Shall have the meaning specified in Section 2.2.3 (User Definitions) of Exhibit C (Payment Schedule).
127. PERSONAL DATA  
Shall have the meaning specified in Section 14.1.5 (Personal Data) of the Agreement.
128. PERSONAL HEALTH INFORMATION OR PHI  
Shall have the meaning specified in Section 14.3 (Protection of Electronic County Information – Data Encryption Standards) of the Agreement.
129. PERSONAL INFORMATION OR PI  
Shall have the meaning specified in Section 14.3 (Protection of Electronic County Information – Data Encryption Standards) of the Agreement.
130. PERSONALLY IDENTIFIABLE INFORMATION  
Shall have the meaning specified in Section 13(d) (Personally Identifiable Information) of Exhibit B.1 (Information Security Requirements).
131. PHASE  
The Tasks, Subtasks and Deliverables provided by Contractor to complete any of phases of Work under Exhibit A (Statement of Work), including Phase 1 and Phase 2.
132. PHASE ACCEPTANCE  
County’s final Acceptance and written approval of Work under each project Phase, as further specified in Exhibit A (Statement of Work) and Section 5.4.3 (Phase Acceptance) of the Agreement..
133. POOL DOLLARS  
Absent an Amendment in accordance with Paragraph 14.0 (Changes to Agreement), the maximum amount allocated under this Agreement for (i) the provision by Contractor of Optional Work, including New Software and/or Professional Services, approved by County in accordance with the terms of this Agreement, and (ii) any fees due and payable by the County as a result of any Use Reconciliation.
134. PRIVACY AND SECURITY LAWS  
Shall have the meaning specified in Section 14.1.9 (Compliance with Federal and State Confidentiality Requirements) of the Agreement.
135. PRODUCTION USE  
The actual use of the Solution in the production environment to process actual live data in County’s day-to-day operations.

136. PROFESSIONAL SERVICES  
Services, including but not limited to, consulting services, additional training, customizations, Developed Modules, and/or Optional Work which Contractor may provide upon County's request therefore in accordance with Paragraph 4.4 (Optional Work).
137. PROJECT SCHEDULE  
Shall have the meaning specified in Section 6.1 (Project Schedule) of the Agreement.
138. PROVIDER  
Providers shall include Contracted Agencies and County entities providing SAPC services.
139. QUALIFIED FINANCIAL INSTITUTION  
Shall have the meaning specified in Section 8.14.3 (Letter of Credit Issuer) of the Agreement.
140. RAID  
Shall mean Redundant Array of Independent Disks as specified in Section 3.1 (Technical Environment) of Exhibit N (Additional Hosting Services Terms and Conditions).
141. RECEIVING PARTY  
Shall have the meaning specified in Section 14.1.1 (Receiving Party) of the Agreement.
142. RECONCILIATION ADJUSTMENT  
Shall have the meaning specified in Section 2.2.1 (Use Reconciliation) of Exhibit C (Payment Schedule).
143. RECOVERY POINT OBJECTIVE  
Shall have the meaning specified in Section 8.5 (Recovery Time Requirement) of Exhibit N (Additional Hosting Services Terms and Conditions).
144. RECOVERY TIME OBJECTIVE  
Shall have the meaning specified in Section 8.5 (Recovery Time Requirement) of Exhibit N (Additional Hosting Services Terms and Conditions).
145. REFRESH SERVICES  
Shall have the meaning specified in Section 3.6 (Hosting Hardware Refresh Services) of Exhibit N (Additional Hosting Services Terms and Conditions).
146. RELEASE  
A redistribution of Licensed Software that contains an aggregation of Updates, new features, new functionality, and/or other performance improvements that does not constitute a Version and that is made generally available by Contractor to its other customers.
147. RELEASE CONDITION(S)  
Shall have the meaning specified in Section 3.6.3 (Release Conditions) of the Agreement.
148. REMEDIAL ACT(S)  
Shall have the meaning specified in Section 23.2 (Intellectual Property Indemnification) of the Agreement.

149. RENAMED PRODUCT  
Shall have the meaning specified in Section 3.2.2 (Replacement Products) of the Agreement.
150. REPLACEMENT PRODUCT  
Shall have the meaning specified in Section 3.2.2 (Replacement Products) of the Agreement.
151. REQUIRED INSURANCE  
Shall have the meaning specified in Section 25.0 (General Provisions for All Insurance Coverage) of the Agreement.
152. REVISIONS  
Changes to the Licensed Software, including but not limited to: (a) Updates; (b) Enhancements; (c) Releases; (d) Versions; (e) Displaced/Renamed Products; or (f) any other redistributions of the Licensed Software, including any Version Releases; changes to the Licensed Software necessary to comply with the terms of the Agreement, including Section 18.0 (Compliance with Applicable Law); or Software Updates provided as part of Maintenance and Support Services pursuant to Exhibit B (Service Level Agreement).
153. SAN  
Shall mean Storage Area Network as specified in Section 3.1 (Technical Environment) of Exhibit N (Additional Hosting Services Terms and Conditions).
154. SCHEDULE(S)  
Shall have the meaning specified in the Preamble to the Agreement.
155. SCHEDULED UPTIME  
Shall have the meaning specified in Section 7.A (System Availability Warranty) of Exhibit B (Service Level Agreement).
156. SECURITY INCIDENT  
Shall have the meaning specified in Section 10 (Security Incident) of Exhibit B.1 (Information Security Requirements).
157. SERVER  
The server(s) on which the Hosting Services will be hosted.
158. SERVICES  
Collectively, all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other services: (a) identified in the Specifications; (b) identified in this Agreement as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Agreement. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (i) an inherent or necessary part of the Services defined in subparts (a), (b), or (c) of this Paragraph; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Paragraph, and not in conflict with Contractor's established methods of providing services; and, as to a service(s) within either subpart (i) and (ii) of this sentence above, is not specifically described in this Agreement, then such service or function shall be deemed to be part of the Services. Any hardware and/or software provided to County by Contractor as part of the Hosting Services pursuant to this Agreement shall be deemed part of the Services. There are several subsets of the



Services, including "Implementation Services," "Maintenance and Support Services," "Hosting Services," and "Professional Services" that are included within this definition of "Services," even though they are sometimes referenced by the Service grouping name (e.g., "Implementation Services" and "Maintenance and Support Services"). Each of these Service groupings includes both the broad definition of Services above, and the specific Services associated with the Service grouping and described in Exhibits, Attachments, or Schedules and related documents incorporated into the definition of that Service grouping.

159. SERVICE LEVEL(S)

Shall have the meaning specified in Section 9.4 (Service Levels) of the Agreement.

160. SERVICE LEVEL CREDIT

Shall have the meaning specified in Section 8.A (Service Level Credits) of Exhibit B (Service Level Agreement).

161. SERVICE LEVEL FAILURE

Shall have the meaning specified in Section 8.A (Service Level Credits) of Exhibit B (Service Level Agreement).

162. SEVERITY LEVEL

The applicable severity level of a Deficiency identified in Exhibit B (Service Level Agreement) used to define service levels for provision of Maintenance and Support Services under the Agreement.

163. SITE

Physical site operated by treatment Provider where information will be entered into the System and where the System will be physically and actively utilized.

164. SOFTWARE UPDATES

Any additions to and/or replacements to the Software, available or made available subsequent to Go-Live, including all Software performance and functionality enhancement releases, new Version Releases, Third Party Product upgrades, improvements, interim updates, including fixes and patches, Deficiency corrections, and modifications to the Software, including but not limited to those required for the System to remain in compliance with applicable federal and State laws and regulations and the terms of this Agreement, provided by Contractor in accordance with Exhibit B (Service Level Agreement).

165. SOLUTION

The System, including Licensed Software, Maintenance and Support Services, Optional Work, all related services, equipment, hosting, and any other item required for the Contractor to deploy and provide the Licensed Software from its facilities and to County as a "software as a service" in accordance with this Agreement.

166. SOURCE CODE

Shall have the meaning specified in Section 3.6.1 (Licensed Software) of the Agreement.

167. STRANDED COSTS

Any fees or costs related to any contracts, assets, technology, or people, including salary, redeployment, costs severance costs.

168. SUPPORT REQUEST TRACKING SYSTEM OR SRTS  
Shall have the meaning specified in Section 6.C (Support Request Tracking System) of Exhibit B (Service Level Agreement).
169. SUPPORT SERVICES  
Any goods or services provided under this Agreement in support of the Solution, including but not limited to customer support, correction of Deficiencies, system availability, data security, reports and any applicable regulatory compliance, in accordance with Exhibit B (Service Level Agreement).
170. SYSTEM  
All software, including Licensed Software, hardware, networking and data, including all components and Documentation, collectively comprising the Substance Use Disorder Managed Care Information System (SUD-MCIS), as specified in the Agreement.
171. SYSTEM AVAILABILITY WARRANTY, SYSTEM AVAILABILITY REQUIREMENTS, OR UPTIME WARRANTY  
Shall have the meaning specified in Section 7.A (System Availability Warranty) of Exhibit B (Service Level Agreement).
172. SYSTEM PERFORMANCE WARRANTY  
Shall have the meaning specified in Section 7 (System Performance Warranties) of Exhibit B (Service Level Agreement).
173. SYSTEM REQUIREMENTS  
Any of County's requirements regarding the System set forth in the Agreement, including Exhibit A.1 (System Requirements) or any SOW agreed to by the parties.
174. SYSTEM TEST  
Any of the tests of the System conducted by County or Contractor, as applicable, under Exhibit A (Statement of Work).
175. SPECIFICATIONS  
All specifications, requirements, and standards described in Exhibit A (Statement of Work) or subsequent Statements of Work; all performance requirements and standards specified in this Agreement, including, but not limited to, the requirements identified in Exhibit B (Service Level Agreement); the Documentation; and System capabilities as of Final Acceptance.
176. SSAE  
Shall mean Statement on Standards for Attestation Engagements as specified in Section 3.3 (Physical Security Environment) of Exhibit N (Additional Hosting Services Terms and Conditions).
177. SSL  
Shall mean Secure Socket Layer as specified in Section 3.4 (Hosting Environment Security and WAN Connectivity) of Exhibit N (Additional Hosting Services Terms and Conditions).
178. STATEMENT OF WORK OR SOW  
One or more written statements of work that specifically reference this Agreement and are attached hereto as Exhibit A (Statement of Work) or are incorporated as part of Exhibit A (Statements of Work).

179. STATUS MEETING  
Shall have the meaning specified in Section 13.1 (Reports) of the Agreement.
180. STATUS REPORT  
Shall have the meaning specified in Section 13.1 (Reports) of the Agreement.
181. TERM  
Shall have the meaning specified in Section 7.2 (Extended Agreement Term) of the Agreement.
182. THIRD PARTY PRODUCT  
All software and content licensed, leased or otherwise obtained by Contractor from a third party and used with the Solution or used for the provision of Work under the Agreement and which is expressly identified as Third Party Product in Exhibit A.2 (Licensed Software).
183. THIRD PARTY PRODUCT WITH INDEPENDENT CONDITIONS  
Shall have the meaning specified in Section 3.5 (Third Party Product) of the Agreement.
184. TRANSITION SERVICES  
Shall have the meaning specified in Section 10.9 (Termination Transition Services) of the Agreement.
185. UNPLANNED DOWNTIME  
Shall have the meaning specified in Section 7.A (System Availability Warranty) of Exhibit B (Service Level Agreement).
186. UPDATE  
A bug fix, patch, or redistribution of the Licensed Software that corrects an error or addresses common functional and performance issues, including Deficiency corrections.
187. UPS(s)  
Shall mean Uninterruptible Power Supplies as specified in Section 3.2 (Physical Environment) of Exhibit N (Additional Hosting Services Terms and Conditions).
188. U.S.C.  
Shall have the meaning specified in Section 14.1.5 (Personal Data) of the Agreement.
189. USE RECONCILIATION  
Shall mean the process described in Section 2.2.1 of Exhibit C (Payment Schedule) to assess whether there are additional infrastructure costs to Contractor that arise in connection with expanded use or consumption by County of the Solution and, if so, what the appropriate financial adjustment arising from such expanded use or consumption will be.
190. USER  
“User” shall be defined as any party, including physicians, other health care providers, and other health care facilities, federal, State, and local agencies, and business partners, authorized by the County to use the System

191. VERSION

A redistribution of Licensed Software that Contractor makes generally available to its other customers and that contains an aggregation of Releases or Updates, or significant new (i) features, (ii) functionality, and/or (iii) other performance improvements, and is accompanied by a change in the reference to the Licensed Software, such as a change in the number to the left of the period in the version numbering format X.XX or a change to the name of the software.

192. VERSION RELEASE

Contractor's Software major version upgrade which may contain new software functionalities and features and/or system compatibilities.

193. WARRANTY PERIOD

For each Phase, the period from Go-Live of such Phase through the applicable Phase Acceptance.

194. WORK PRODUCT

Work Product expressly excludes Licensed Software (the license to which is provided in Section 3.1.1 (License Grant)), Developed Modules (the license to which is provided in Section 3.3.3 (Developed Modules)), and Background Intellectual Property (the license to which is provided in Section 3.4.1 (Background Intellectual Property)), and shall mean: all Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, regardless of form or media, materials, plans, reports, project plans, work plans, Documentation, training materials, and other tangible objects, and shall include any derivatives or modifications to any of the foregoing, developed or produced by Contractor under this Agreement, whether acting alone or in conjunction with County or its employees, users, affiliates or others.



## Exhibit M (Interfaces)

to the

## Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution

**EXHIBIT M**

**INTERFACES**

No.	Type	Vendor	System Acronym	System Name	Direction	From	To	Description
1.	Capacity Information	N/A (Internally Developed)	SBAT	Service Bed and Availability Tool	Outbound	Contractor Solution	County	<p>Required as a Phase 1 Interface.</p> <p>The Solution shall capture and provide the County public SBAT with the following data:</p> <ul style="list-style-type: none"> <li>• Provider name, location, type of service</li> <li>• Office Hours, Address, and contact information</li> <li>• Bed and Slots (Service) availability</li> <li>• Special Population served (e.g., Adult/Adolescent, Gender, Homeless, High Utilizer)</li> <li>• Languages provided</li> </ul>
2.	Security/Authentication	Microsoft Corporation		Azure	Bi-directional read only	Contractor Solution	Azure	<p>As described in Exhibit A.3 (System Architecture).</p> <p>Required for Phase 1 will be the following:</p> <p>Contractor will provide an interface that will authenticate using a single Active Directory (AD) that contains the County users and contract provider users. For clarity, this</p>

No.	Type	Vendor	System Acronym	System Name	Direction	From	To	Description
								<p>means that end users will enter a username and password to gain access to each of the solutions – myAvatar, Providerconnect, County Network. However, the password will be the same across solutions provided the user has been established within myAvatar or ProviderConnect as requiring authentication using AD.</p> <p>Required for Phase 2 will be the following:</p> <p>Contractor will provide an interface that will authenticate using a single Active Directory (AD) that contains the County users and contract provider users. The interface will also add the functionality so that the end users will not be required to enter a username and password to gain access to each of the solutions – myAvatar, Providerconnect, County Network.</p>
3.	Clinical Assessment	American Society of Addiction Medicine (ASAM)	CONTINUUM/ Triage	CONTINUUM / Triage	Bi-directional	Netsmart ASAM	ASAM Netsmart	<p>Required as a Phase 1 Interface.</p> <p>The Solution shall provide the interface to the ASAM-CS tool and ASAM Triage Tool, which shall provide as allowed by ASAM the population of patient assessment results into the Solution including all current and future data</p>

No.	Type	Vendor	System Acronym	System Name	Direction	From	To	Description
								elements as listed in the Continuum ASAM Web Services (see Attachment_REF_XX, "Web Services provided by the ASAM Continuum and ASAM Triage applications), provided such ASAM Web Services function according to their specification.
4.	Service Request Tracking (Helpdesk Interface)	BMC	Footprints	Footprints	Bi-Directional	Netsmart Footprints	Footprints Netsmart	<p>Required as a Phase 2 Interface.</p> <p>Contractor shall establish an interface from NetsmartCares to County Enterprise HelpDesk's BMC FootPrints ticketing system to exchange information as defined in the Helpdesk Interface specification (to be created prior to the interface) which should include incident/problem report entry and retrieval of requests status and resolution information.</p> <p>The Interface has two cost options:</p> <p>A) The interface can be created using existing Cerner API's with no more minimal change.</p> <p>B) The interface requires the creation of new or modified API's by County to support the interface.</p>





Exhibit N (Additional Hosting Services Terms and Conditions)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT N**  
**Additional Hosting Services Terms and Conditions**

Netsmart Technologies, Inc. (“**Contractor**”) provides Hosting Services, as further described in Section 1 (Services) of this Exhibit N (Additional Hosting Services Terms and Conditions). The County of Los Angeles (“**County**”) desires to obtain the Hosting Services from Contractor, on the condition that the provisions of this Exhibit N (Additional Hosting Services Terms and Conditions), which are deemed a part of and incorporated by reference into that certain Agreement for a Substance Use Disorder Managed Care Information System (SUD-MCIS) Solution (“**Agreement**”) by and between the County of Los Angeles and Netsmart Technologies, Inc. dated for reference purposes as of the Effective Date. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

**1. SERVICES**

**1.1 IN GENERAL**

Contractor shall provide and maintain all Services necessary to host the Licensed Software from the Hosting Environment such that the System shall perform as defined herein, and in accordance with the Specifications, and otherwise in accordance with this Agreement (“Hosting Services”).

During the Term of the Agreement, Contractor shall provide County with the Hosting Services set forth in the Agreement, this Exhibit N (Additional Hosting Services Terms and Conditions), and the Statement(s) of Work. In providing the Hosting Services, Contractor shall achieve the Service Levels and performance standards set forth in Exhibit B (Service Level Agreement), the Statement(s) of Work, and this Agreement (collectively, the “**Hosting Service Levels**”).

Contractor shall provide Hosting Services on a 24x7x365 basis. County personnel must have the ability to submit Support Requests on a 24x7x365 basis for Hosting Services.

Contractor shall maintain a Hosting Environment to support the Licensed Software as to the Version(s) being utilized by County in accordance with this Agreement.

**1.2 ATTRIBUTION AND DISCLOSURES**

County may, but is not required to, include such screen credits and/or disclosures for Contractor on the web site as County deems necessary or desirable in its sole discretion to distinguish and disclose Contractor’s role under the Agreement and as appropriate under applicable state and federal laws. Otherwise, County will be under no obligation to provide attribution to Contractor unless otherwise stated within an applicable Exhibit to the Agreement or a marking identifying the work as a copyrighted item. The content of any terms and conditions presented to users of the Services shall be controlled solely by County. In the event of a conflict between Contractor’s privacy policy, if any, and the Agreement, the provisions of this Agreement shall govern.

**1.3 USE OF COOKIES ON THE SERVICE**

Contractor shall not use “cookies” or any other online tracking technology for purposes of discovering the identity of any users (unless Contractor is specifically authorized hereunder to obtain such information) or tracking the activities of a user after they leave the Hosting Services. Information collected from cookies shall constitute County Confidential Information and shall be subject to the protections provided in Section 6 (Confidentiality) of this Exhibit N (Additional Hosting Services Terms and Conditions) and Section 14.0 (Confidentiality and Security) of the Agreement. In no event shall such information be sold or otherwise made available to any third-party. Contractor shall use cookies solely for purposes of fulfilling its obligations hereunder.

Contractor shall not use cookies from any third-party on its web site. A user's refusal to accept a cookie shall not preclude that user from fully utilizing the functionality of the Hosting Services. For purposes of the Agreement, a "cookie" shall mean a block of data that a server on the World Wide Web stores on a client system. When a user returns to the same web site, the browser sends a copy of the cookie back to the server for administrative purposes.

## **2. OPERATIONS AND HOSTING SERVICES**

### **2.1 HOSTING HARDWARE MAINTENANCE**

Contractor shall schedule and perform maintenance, including preventive maintenance of Hosting Hardware, including, but not be limited to, the repair or replacement of all (i) non-functioning or under-performing Hosting Hardware or (ii) Hosting Hardware no longer supported by its manufacturer and used by Contractor for hosting the Licensed Software, in order to maintain the Hosting Service Levels and compatibility with the Licensed Software, and any Revisions to the Licensed Software, and/or Interfaces.

Based on Hosting Hardware platforms recommended by Contractor, Contractor shall maintain compatibility of the Hosting Services and Licensed Software with new Hosting Hardware, Hosting Software, including firmware, operating system software versions, database software versions, Third-Party Products, and configurations. Contractor shall provide quality assurance, testing processes, and take corrective action in collaboration with County personnel to ensure any Licensed Software and Revisions to the Licensed Software are suitable for release. Contractor will provide application upgrades, releases, versions, etc., for all Hosting Software.

### **2.2 PREVENTATIVE MAINTENANCE**

Contractor shall create a schedule of required preventative maintenance tasks for the Hosting Environment to ensure that the Hosting Environment 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, Releases, Enhancements, and Versions for Licensed Software, Interfaces, and Hosting Revisions for Hosting Software; and
- (b) review of Deficiency and other logs to ensure any maintenance required to correct any Deficiencies and restore the Hosting Environment to normal operations is detected and performed in a timely manner and that such information is used to anticipate Deficiencies and make proactive Hosting Deficiency Corrections.

## **3. HOSTING ENVIRONMENT**

Without limiting Contractor's responsibilities described herein or otherwise in the Agreement, Hosting Services shall include the provision of a Hosting Environment to perform in accordance with the Specifications and Hosting Service Levels and shall include the following:

### **3.1 TECHNICAL ENVIRONMENT**

The Hosting Environment shall include redundant system components, including:

- Network load balancers, web Servers, application Servers, and database Servers in a redundant configuration as applies to all Production domains;

- LAN/WAN infrastructure, including networking equipment for an enterprise class data center LAN, networking equipment for connection to circuits to County facilities, connection cabling, and required peripherals;
- Storage Area Network (“SAN”) using Redundant Array of Independent Disk (“RAID”) and multiple data paths for storing County’s data.

The Hosting Environments shall include, and Contractor shall maintain, separate domains for build, test/certification, sandboxing, training, and production. The test/certification environment shall be used to validate all Revisions to the Licensed Software and all Hosting Revisions to the Hosting Software. More than one (1) non-production domain may live on the same hardware server. The User Acceptance Testing, Build, Training, and Sandbox Hosting Environment domains may be hosted on non-redundant infrastructure. As part of the Hosting Services, Contractor shall provide the following Hosting Environment domains as further defined in Subtask 2.2 (Establish Hosting Environments) of Exhibit A (Statement of Work):

- Production
- User Acceptance Testing
- Build
- Training
- Sandbox

### 3.2 PHYSICAL ENVIRONMENT

The Contractor Primary Data Center and Contractor Secondary Data Center facilities consist of multiple data centers each of which are discrete areas. The Contractor Primary Data Center and Contractor Secondary Data Center:

- Are housed in facilities that are designed, built, and maintained according to the FEMA P-361 standard (Design and Construction Guidance for Community Safe Rooms), which defines a safe haven required to survive an EF-5 tornado event (except the Contractor Secondary Data Center may be housed in a facility that is certified to survive an EF-4 tornado event);
- Utilize raised floor ventilation systems;
- Utilize hundreds of floor, ceiling, and ventilation duct sensors that trigger fire suppression systems with an HFC125 dry agent and a secondary backup pre-action dry pipe sprinkler system;
- Contain dedicated power utility services necessary to maintain operations of the Hosting Environment, including electrical service and components (e.g., utility transformers serving the building and fuel storage to run emergency generators);
- Contain the telecommunications network cable rooms necessary to maintain operations of the Hosting Environment;
- Contain Contractor’s on-site hosting personnel;
- Utilize exterior walls that are made of steel reinforced concrete (a minimum one (1) foot thick) (except the Contractor Secondary Data Center may be housed in a facility that utilizes exterior walls that are made of steel reinforced concrete a minimum of eight (8) inches); and

- Utilize system of grating, tested to satisfy the FEMA-P361 standard (Design and Construction Guidance for Community Safe Rooms), to protect the air exchange portions of the roof that cover the chilled water systems and generator farms.

The Hosting Environment shall include all necessary facilities and redundant Mechanical, Electronic, and Plumbing (“MEP”) components:

- (a) Electrical power infrastructure, including utility-provided electrical power, diesel generators built to support N+2 availability, an on-site fuel supply adequate to support the critical and essential load for at least seventy-two (72) hours, backup local fuel delivered by service providers to ensure uninterrupted fuel replenishment, Uninterruptible Power Supplies (“UPS”) designed to support N+1 availability until generators are online in the event of a disruption of utility-provided power, UPS batteries, Power Distribution Units (“PDUs”), emergency power off systems, hydrogen sensors, power supplies, transfer switches, load banks, breaker panels, and copper cabling;
- (b) Heating, ventilation and air conditioning (“HVAC”) systems built to support N+1 availability to ensure optimal cooling to building infrastructure and all equipment locations, including ductworks, computer room air conditioners (“CRAC”) units, condensers, cooling towers, thermostat sensors, hot and cold aisle distribution systems, and humidification systems;
- (c) Plumbing systems for the routing of cabling, air, water, and fire suppression gasses;
- (d) Fire protection systems, including detection and abatement systems, “cross zoned” heat detectors, fire panels, deluge systems, and gaseous system, designed in accordance with industry best practices and all National Fire Protection Association codes and standards;
- (e) Facilities, including dedicated cage or similar environments, raised floor systems, component racks, cabinets, seismic isolation platforms; and
- (f) Internet and other telecommunications connections delivered into dedicated cage environments to provide multiple distribution paths.

Further facility details regarding the Contractor Primary Data Center and Contractor Secondary Data Center shall be provided by Contractor to County on its request. Contractor agrees to refresh and improve the Contractor data centers during the Term of this Agreement in a manner, determined by Contractor that is consistent with recognized and accepted standards for such facilities.

### 3.3 PHYSICAL SECURITY ENVIRONMENT

- (a) Contractor shall maintain County’s Hosting Environment in Statement on Standards for Attestation Engagements (“SSAE”) 16 certified facilities, or facilities of successor certification, with, as to each Data Center:
  - Access controlled through documented procedures;
  - 24x7x365 security and technical engineering staff;

- Physical access which requires government-issued picture identifications for access validation and multi-factor authentication for floor access;
  - Video surveillance monitoring on a 24x7x365 basis; and
  - Access monitored through internal management and logging systems.
- (b) Contractor’s physical environments shall be governed by strict Access Control Lists (“**ACL**”) for physical access to the environments. All data and storage cabinets will be contained within Contractor’s Data Centers with access only granted to those with a related job responsibility. Both Contractor’s Data Centers and the facilities in which they are housed are secured with locks that require proximity cards for physical access.
- (c) 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 SSAE 16 or successor certification, guidelines, and format.

### 3.4 HOSTING ENVIRONMENT SECURITY AND WAN CONNECTIVITY

Contractor shall use secure technology to protect County Data, Personal Data, and other Confidential Information of County and the users of the Hosting Services in its storage and transmission between the user and the Hosting Environment, which shall include the following:

- (a) WAN Connectivity including primary and secondary communications circuits between the Contractor Primary Data Center and Contractor Secondary Data Center and dual points of demarcation at County. County will provide layer two routing and a circuit between these two (2) points of demarcation, with dedicated bandwidth sufficient to support full failover mode in the event of a circuit failure. County will choose two (2) points of demarcation which are readily and commercially available via public carriers. The circuits will be configured in a manner allowing for automated failover and, at County’s option, will be load balanced. The WAN Connectivity will entrust Secure Socket Layer (“**SSL**”) signed certificates using a minimum 128 bit encryption. A VPN connection utilizing County’s internet connection will be established utilizing Internet Protocol Security (“**IPsec**”) with a minimum of 168 bit Triple Data Encryption Standard (“**3DES**”). The VPN connection will represent the manual failover option in the event the primary and secondary communications circuits are unavailable.
- (b) 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 Hosting Environment 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.

- (c) Background investigations will be performed in accordance with this Agreement and Contractor's policies and procedures for all Contractor personnel performing work at Contractor's sites under this Agreement. All Contractor's hosting and support staff shall go through security and privacy training prior to being provided physical access to the Contractor Primary Data Center or Contractor Secondary Data Center.
- (d) 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, Hosting 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.
- (e) The maintenance of security by restricting access points to all production environments. Strong password rules shall be enforced and the Hosting Environment shall be constantly updated to the vendor-recommended patch levels for security. The Hosting Environment 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.
- (f) Operations to identify and manage risks and vulnerabilities that could affect the Contractor's ability to provide reliable Hosting Services to County. These processes shall require Contractor management to assign a risk profile to all assets within the Hosting Environment, including Hosting 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.
- (g) 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.
- (h) Extensive incident management and monitoring procedures for the Hosting Environment. Contractor shall notify County of any attacks, service interruption, or threatened or suspected breach of security against the Servers and/or Hosting Services in accordance with the requirements of this Agreement, Exhibit B (Service Level Agreement), and Exhibit H (Business Associate Agreement).

### 3.5 HOSTING REVISIONS

- (a) Contractor shall implement Hosting Revisions in the Hosting Environment on a regular basis, provided Contractor shall not knowingly implement such Hosting Revisions if the Hosting Revisions could adversely impact performance of the System without direct coordination with the County Project Manager.
- (b) Other than the Hosting Services fee, there shall be no other change or cost to County associated with Hosting Revisions.
- (c) Any Hosting Revisions are expected to comply with federal and state laws and regulations at no additional cost over the monthly Hosting Services fee for Hosting Services under the Agreement.
- (d) Contractor shall provide County with Hosting Revisions, revised related Documentation, and, if necessary, modified procedures, to correct any failure of the Hosting Environment to operate in accordance with the Specifications.
- (e) For Revisions to the System, Contractor shall provide (1) Technical assessments of the Hosting Environments and User sets affected by the Revision, and (2) Functional assessment of the Hosting Environments and User sets affected by the Revision.

### 3.6 HOSTING HARDWARE REFRESH SERVICES

Throughout the Term, Contractor shall review at least once every twelve (12) calendar months the performance of the Hosting Environment to determine the need for Refresh Services to the Hosting Hardware currently being used to provide the Hosting Services. Contractor shall provide all Hosting Services required to implement this Section 3.6 (Hosting Hardware Refresh Services) at no additional charge to County except to the extent included in Exhibit C (Payment Schedule) or as otherwise approved in a Statement of Work. Contractor will upgrade and replace all Hosting Hardware in accordance with (a) the technical architecture and standards and timeframes required pursuant to any Statement of Work, and (b) as otherwise required to deliver the Hosting Services in accordance with this Agreement. The Services provided pursuant to this Section 3.6 (Hosting Hardware Refresh Services) are collectively referred to as “**Refresh Services**” and require County Approval prior to implementation.

## 4. **IN-HOUSE SOLUTION**

Upon County’s election, Contractor agrees to make the System, including Licensed Software, and Third-Party Products, available to County to utilize from County internal facilities or County's designated third-party data centers being managed by County or County’s agents (the “**In-House Solution**”). County may elect to transition the Hosting Services to the In-House Solution for no additional fees as to the Licensed Software. County will notify Contractor in writing of its election to transition Hosting Services. Upon such notice, Contractor shall develop a Hosting Transition Plan, which shall clearly document the overall strategy and necessary steps to transition Hosting Services to a County or third-party data center acting on County’s behalf, for County's approval. The Hosting Transition Plan shall describe all elements necessary to migrate Hosting Services for the System, including, but not limited to the following:



- Procedures and processes, including the project management approach, which shall provide for a smooth transition of the System, including all data and all environments, from Contractor's Hosting Services to a County or third-party data center;
- Identification of hardware, software, and network requirements for hosting the System;
- Identification of resource requirements needed to transition, host and operate the System at County or third-party data center(s), including project management resource requirements;
- Identification of transition team members and their roles and responsibilities;
- Proposed timeline for completion of transition activities;
- Testing approach; and
- Operational procedures required for successful hosting in the County or third-party hosting environment.

Should County decide to transition Hosting Services, Contractor shall assist County or its designee to conduct a successful transition of the System, based on the approved Hosting Transition Plan. Contractor will provide County with the following: (a) the cost of Third-Party Products necessary to operate the In-House Solution; and (b) Optional Work necessary for the transition pursuant to a mutually agreed upon Statement of Work.

In the event of such an election, (i) the license grants will continue as provided in the Agreement; (ii) any recurring fees associated with any Hosted Services shall stop on the date of County's Acceptance of the In-House Solution; and (iii) all other terms of the Agreement shall remain unchanged, provided that Exhibit B (Service Level Agreement) would require modifications depending on the nature of the Services terminated and/or retained by County.

Acceptance of the In-House Solution shall mean the In-House Solution is operating on the Recommended Configuration in material conformance with the Specifications. Acceptance Testing shall commence, as provided in Section 5.0 (Acceptance) of the Agreement, upon Contractor's written notification to County that the implementation Services described above have been completed and that the In-House Solution is ready for Use by County in a Production Environment. For the purposes of this Section 4 (In-House Solution), the term "Use" means to copy, install, access, execute, operate, and run the In-House Solution for test, development, and production purposes. For purposes of this Section 4 (In-House Solution), "Recommended Configuration" for the In-House Solution developed upon County's election of the In-House Solution option, shall mean the computer platform(s), operating system(s), applications, interface engine, network infrastructure, connectivity, and workstation configurations recommended by Contractor for use with the In-House Solution.

## **5. ADDITIONAL WARRANTIES**

The following language is to be added to Section 9.0 (Representations and Warranties) of the Agreement in addition to the Warranties requirements in the Agreement.

### **5.1 NO DELIVERY OF SOFTWARE**

Contractor represents and warrants that, in connection with Hosting Services, Contractor shall not deliver for installation on County's systems any software or programming, whether created or developed by Contractor or a third-party, except in connection with Contractor's provision of the Hosting Services or other Services under this Agreement.

5.2 SERVICES NOT TO BE WITHHELD OR SUSPENDED

Contractor represents and warrants that, provided County continues to timely make all undisputed payments, during the Term of this Agreement, Contractor will not withhold or suspend Hosting Services provided hereunder, for any reason, including but not limited to a Dispute between the Parties arising under this Agreement.

**6. CONFIDENTIALITY**

The following language is to be added to Section 14.0 (Confidentiality and Security) of the Agreement in addition to the confidentiality requirements in Agreement.

6.1 SOLICITATION OF COUNTY USERS

During the Term of the Agreement and thereafter in perpetuity, Contractor agrees not to use Personal Data, whether directly or indirectly, to target or solicit County users or those of its subsidiaries, affiliates, and joint ventures, as such, on behalf of itself or any third-party, including but not limited to, on behalf of entities that provide healthcare related services in direct competition with County or commit any other act, or assist others to commit any other act, which might injure the business of County. Contractor agrees that it will not use or sell to others lists containing information obtained in connection with this Agreement about any County users. Nothing contained herein shall preclude Contractor from providing services to any County user who independently contacts Contractor, who is responding to a general solicitation of Contractor, or is contacted by Contractor based on information independently derived by Contractor.

6.2 COUNTY DATA

For the avoidance of doubt, all County Data shall be treated by Contractor as Confidential Information under this Agreement even if such County Data, or portions thereof, would otherwise fall under one or more of the foregoing exceptions.

**7. SECURITY**

The following language is to be added to Section 14.0 (Confidentiality and Security) of the Agreement in addition to the security requirements in the Agreement.

7.1 STORAGE OF PERSONAL DATA

All Personal Data must be stored in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse, and destruction. In addition to the general standards set forth above, Contractor will maintain an adequate level of physical security controls over its facilities including, but not limited to, appropriate alarm systems, fire suppression, access controls (including off-hour controls) which may include visitor access procedures, security guard force, video surveillance, and staff egress searches. Further, Contractor will maintain an adequate level of data security controls, including, but not limited to, logical access controls including user sign-on identification and authentication, data access controls (e.g., password protection of your applications, data files, and libraries), accountability tracking, anti-virus software, secured printers, restricted download to disk capability, and provision for system backup.

**8. DISASTER RECOVERY AND BUSINESS CONTINUITY**

The following language is to be added to the Section 4.9 (Disaster Recovery/Business Continuity) of the Agreement.

## 8.1 DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN

Contractor shall establish, implement, and maintain business continuity, recovery, and disruption avoidance procedures for those facilities where the Hosting Services will be performed and for the personnel performing the Services that conform with the Business Continuity Guidelines as described in Exhibit B.4 (Disaster Recovery and Business Continuity Guidelines). Contractor shall provide County with a written copy of its DR/BC Plan and review that plan with the County subject to certain agreed redactions. Contractor will also provide subsequent meetings as requested by County annually or if there is a significant modification or change (e.g. Contractor acquires a new data center from which it seeks to provide Services to the County) during the Term of this Agreement. Any future updates or revisions to the DR/BC Plan, processes, and procedures shall be no less protective than the DR/BC Plan in effect as of the Effective Date. In addition to the requirements stated in this Section 8 (Disaster Recovery and Business Continuity) and Contractor's Disaster Recovery and Business Continuity Plan and any recovery-specific addendums provided by County that reference this Agreement or the relevant Statements of Work may provide additional detailed specifications for recovery as appropriate to County's requirements.

In the event of an unplanned interruption of the Hosting Services, Contractor's alternate data center will be invoked, with production computing systems being recovered first, followed by non-production computing systems. In an unplanned interruption of the Hosting Services, Contractor will use reasonable efforts to recover County systems and Hosting Services as quickly as possible.

In the event of an unplanned interruption of the Hosting Services, Contractor's emergency response team will be mobilized. The System backups will be used to recover the production Hosting Services in the Contractor Secondary Data Center, equipment (e.g., servers, storage) will be provisioned as quickly as possible, and recovery of County's production Hosting Services will begin. As County's recovery processes complete, County will be notified to begin testing the recovered Hosting Services in preparation to return the Hosting Services to the end-users.

Systems that have been recovered or restored after a crash or disaster must undergo a system security test. Disaster tests are to be performed minimally once a year, or at a mutually agreed upon time.

## 8.2 PLAN AUDIT

Contractor shall have an annual audit performed of its DR/BC Plan, and shall provide County with a summary of: (a) the results of the audit report, and (b) the corrective actions or modifications, if any, Contractor will implement in response to the audit.

## 8.3 PLAN TESTING

On at least an annual basis, Contractor shall test its DR/BC Plan, including activation of its backup facilities and capabilities, and review and update the DR/BC Plan accordingly. The test shall include end-to-end testing with County. Within thirty (30) calendar days of completion of each such test, Contractor shall provide County with a summary of the test results and actions taken in response to the test of the DR/BC Plan. Contractor shall provide reasonable evidence that any identified deficiencies discovered through either testing or an audit have been corrected and verified through additional testing.

#### 8.4 ONSITE REVIEW OF CONTRACTOR FACILITIES

Upon reasonable advance written notice, County may, at its option, elect to conduct onsite reviews of Contractors' facilities for, but not limited to:

- (a) assessing the viability of recovery processes, procedures, and facilities;
- (b) ensuring that Contractor personnel are fully aware and currently trained on recovery processes and procedures; and
- (c) assessing the safety and soundness of primary and recovery facilities.

#### 8.5 RECOVERY TIME REQUIREMENT

Contractor shall provide business continuity for both the Contractor Primary Data Center and Contractor Secondary Data Center according to the DR/BC Plan as reviewed pursuant to the provisions of Section 8.1 (Disaster Recovery and Business Continuity Plan), which shall include providing a Hosting Environment at a High Availability. "**High Availability**" shall mean the availability of Contractor Secondary Data Center to be utilized in the event the Contractor's Primary Data Center becomes unavailable, is malfunctioning or otherwise fails to meet Specifications. In an unplanned interruption of the Hosting Services, Contractor will recover the Hosting Services as quickly as possible, and Contractor will escalate the issue to the Contractor Project Director. Working with the joint County/Contractor situation management teams, Contractor will establish an estimated time for recovery of the Hosting Services and coordinate with County to implement the most appropriate ongoing communication plan until the Hosting Services have been recovered. The Contractor Secondary Data Center becomes available for Production Use by County in twenty-four (24) hours or less from an event in which the Contractor Primary Data Center becomes unavailable, is malfunctioning or otherwise fails to meet Specifications ("**Recovery Time Objective.**") Also, Contractors Secondary Data Center will become available for Production Use with loss of data submitted by Users limited to one hundred twenty (120) minutes or less, for transactions that have not been committed to the database at the time of failure in the Contractor Primary Data Center ("**Recovery Point Objective**").

#### 8.6 CONTRACTOR SECONDARY DATA CENTER

As of the Effective Date, Contractor shall have a Secondary Data Center in an alternate location deemed to be geographically dispersed. The Contractor Secondary Data Center shall not be located on the same electrical power grid or same telecommunications lines or the same: (a) floodplain, (b) line of prevailing weather patterns, (c) earthquake fault zone, or (d) tsunami susceptible coastal region as the Contractor Primary Data Center. Contractor shall ensure the recovery site will be properly equipped with sufficient backup generators dedicated for Contractor's use to support all Services, with the amount of fuel on-site that will enable the site to operate for seventy-two (72) hours or whatever the local maximum fuel storage regulations will allow. Contractor shall provide a written confirmation that it has in place written agreements with primary and backup local fuel service providers to ensure uninterrupted replenishment of Contractor's supplies. Contractor is committed to continuous operation of the Hosting Environment including fuel for its redundant generators, however, the specific generator load capacity in the event of an outage is dependent on the conditions and cannot be specifically identified. Contractor shall ensure that the DR/BC Plan and recovery processes and procedures support relocation of Hosting Services performed to the recovery site to meet the requirements of this Agreement and all applicable Hosting Service Levels.

8.7 DR/BC PLAN SUBMISSION

Contractor shall ensure the DR/BC Plan and recovery processes and procedures support relocation of Services to the recovery site to meet the requirements of this Agreement and all applicable Hosting Service Levels. The DR/BC Plan and all recovery processes, policies, and facilities must be submitted to County for approval by four (4) weeks prior to the start of provision of the Hosting Services covered by this Agreement. The DR/BC Plan shall be tested prior to the start of provision of the Hosting Services covered by this Agreement.

8.8 BACKUP COPIES

Contractor shall create daily backup copies of all County Data and other work related to the Services and shall transmit (either electronically or via physical backup media) such copies to a backup facility each day such that the maximum data loss from the complete loss of the primary facility is no more than twenty-four (24) hours. The backup facility must be in a secured and accessible location that is geographically dispersed from the primary facility.

8.9 ALTERNATE SITES OR STORAGE FACILITIES

Contractor shall ensure that the provisions for information security, physical security, and information privacy specified in this Agreement are implemented at any alternate or backup site or storage facility and for any information transmitted between the primary site and alternate sites or storage facilities.

8.10 RIGHT TO TERMINATE

In the event Contractor fails to develop the foregoing recovery site and continuity practices described within this Section 8 (Disaster Recovery and Business Continuity) within the prescribed time, County may, in its sole discretion, terminate this Agreement without further obligation, including payment of any Stranded Costs.

8.11 FORCE MAJEURE NOT APPLICABLE

The provisions of Section 28.3 (Force Majeure) of the Agreement relating to events of force majeure shall not relieve Contractor of its obligations under this Section 8 (Disaster Recovery and Business Continuity).



Exhibit O (Production Use Report List)

To The

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

**EXHIBIT O**  
**PRODUCTION USE REPORT LIST**

Count	Report Name	SR#	Description Given (SAPC)	Parameters Requested (SAPC)	Phase	Fun.
<b>1. Service summary and forecasting services, including but not limited to:</b>						
1	Patient Enrollment				1	0
2	Patient Disenrollment/Termination			by month, by agency and by service location	1	0
3	Patients by DSM code			by agency and by service location	1	0
4	Treatment Services			by counselor and by clinical staff	1	0
<b>2. Utilization Management and Authorization Data (by agency and by service location)</b>						
5	Authorization Requests		Data on # of auth requests and info on services requested (e.g., number of authorization requests for residential/youth MAT/youth withdrawal management/Recovery Bridge Housing)	by agency and by service location	1	1
6	Authorization Time Required		(e.g., amount of time required to render a decision for residential authorizations, RBH authorization)	by agency and by service location	1	1
7	Authorization Decisions Rendered		Number of denial decisions, approved services, additional information required	by agency and by service location	1	1
<b>3. Complaints, Greivances, and Appeals (C-G-A) Data</b>						
8	C-G-A Count		Number of C-G-A's submitted	by agency and by service location	1	1
9	C-G-A Categorization		Categorization of the nature of C-G-A's submitted (e.g. appeal level of care decision, complaint regarding fraud, complain regarding clinical care)	by agency and by service location	1	1
10	C-G-A Resolution		Resolution data on the C-G-A's e.g. how long it takes to resolve or render a decision	by agency and by service location	1	1
<b>4. ASAM Assessment Tools (CONTINUUM and Triage)</b>						

Count	Report Name	SR#	Description Given (SAPC)	Parameters Requested (SAPC)	Phase	Fun.
11	ASAM Usage Data		e.g. number of instances of use	by agency and by service location	1	0
12	ASAM Recommended LOC		Data on level of care recommended for both CONTINUUM and Triage tools	by agency and by service location	1	0
13	ASAM Recommended LOC Overrides		e.g. instances when the recommended level of care is overridden by the user, what level of care patients are referred to in these cases, and broad categorization of justification for this override (e.g., override due to clinical judgement vs. resources available)	by agency and by service location	1	0
14	ASAM Tools - Duration of Time Spent		e.g. average & range of duration of CONTINUUM assessments, average & range of duration of Triage assessments)	by agency and by service location	1	0
<b>5. Clinical Modules</b>						
15	Treatment Plan Review and Update		Data on treatment plan reviews and updates (e.g. average & range of time it takes for LPHAs to sign off on treatment plans after initially drafted by counselor)	by agency and by service location	1	0
16	Diagnoses Treated		e.g. # of opioid use disorder vs. alcohol use disorder cases	by agency and by service location	1	0
<b>6. Service and Bed Availability Tool (SBAT)</b>						
17	SBAT Usage Data		e.g. number of instances of use		1	3
<b>7. Benchmarking and Analytics</b>						
18	Carepathways / KPI		e.g. agency site reports		2	
19	Optimal Outcomes and Operational Efficiencies		Use of data to drive optimal outcomes and operational efficiencies		2	
<b>8. Financial Management</b>						
20	Reimbursement and Billing			by service date, patient, agency, service location, reporting month and fiscal year	1	1



Count	Report Name	SR#	Description Given (SAPC)	Parameters Requested (SAPC)	Phase	Fun.
21	Payment/Billing Activity		e.g. DMC, Case Management, Withdrawal-Management, Recovery Services	by funding source, by service	1	1
22	DMC Provider Status Report				1	2
23	DMC Aid Code Report				2	2
24	DMC Reconciliation Report				1	2
25	DMC Replacement Claim Summary				1	2
26	60 Day Denial Report				1	2
27	Claim Denial Summary	179	Ref 05		1	2
28	Drug Medi-Cal Recoupment Summary	179	Ref 09		1	2
	<u>Agency Cost Reporting</u>				2	0
29	Administrative Cost				2	0
30	Revenue				2	0
31	Adjustment Units of Service Provided				2	0
32	Salaries and Employee Benefits				2	0
33	Facility Rent/Lease of Depreciation				2	0
34	Equipment or Asset Leases				2	0
35	Equipment, Materials and Supplies				2	0
36	Operating Expenses				2	0
37	Professional and Special Services				2	0
38	Transportation				2	0
39	Personnel Services				2	0
40	Other Costs				2	0
41	Costs Adjustment				2	0
42	Aid Code Group				2	0
44	Accounts Receivable Report				2	0

Count	Report Name	SR#	Description Given (SAPC)	Parameters Requested (SAPC)	Phase	Fun.
45	Accounts Payable Report				2	0
46	Billing Summary and Forecast	179	<p>The Solution shall allow the creation of the following billing , including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Claim Denial Summary (See sample: "Attachment_Ref_05_Claim_Denial_Summary")</li> <li>• Service Summary and Forecast (See sample: "Attachment_Ref_06_Service_Summary_and_Forecast")</li> <li>• Year to date summary by Statement of Work (See sample: "Attachment_Ref_07_Year_to_Date_Summary_by_Statement_of_Work")</li> <li>• Warrant Status Report (See sample: "Attachment_Ref_08_Warrant_Status_Report")</li> <li>• Drug Medi-Cal Recoupment Summary (See sample: "Attachment_Ref_09_DMC_Recoupment_Summary")</li> <li>• Payment/Billing activity by Funding Source (See sample: "Attachment_Ref_10_Payment_Activity_by_Funding_Source")</li> <li>• Funding Plan Summary (See sample: "Attachment_Ref_11_Funding_Plan")</li> <li>• Reimbursement and Billing by Provider, Reporting Month and Fiscal Year (See sample: "Attachment_Ref_12_Year_Reimbursement_and_Billing_by_Provider_Reporting_Month_and_Fiscal_Year")</li> </ul>	Ref 06	1	3
47	Year to Date Summary by Statement of Work	179	<p>The Solution shall allow the creation of the following billing , including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Claim Denial Summary (See sample: "Attachment_Ref_05_Claim_Denial_Summary")</li> <li>• Service Summary and Forecast (See sample: "Attachment_Ref_06_Service_Summary_and_Forecast")</li> <li>• Year to date summary by Statement of Work (See sample: "Attachment_Ref_07_Year_to_Date_Summary_by_Statement_of_Work")</li> <li>• Warrant Status Report (See sample: "Attachment_Ref_08_Warrant_Status_Report")</li> <li>• Drug Medi-Cal Recoupment Summary (See sample: "Attachment_Ref_09_DMC_Recoupment_Summary")</li> <li>• Payment/Billing activity by Funding Source (See sample: "Attachment_Ref_10_Payment_Activity_by_Funding_Source")</li> <li>• Funding Plan Summary (See sample: "Attachment_Ref_11_Funding_Plan")</li> <li>• Reimbursement and Billing by Provider, Reporting Month and Fiscal Year (See sample: "Attachment_Ref_12_Year_Reimbursement_and_Billing_by_Provider_Reporting_Month_and_Fiscal_Year")</li> </ul>	Ref 07	1	3
48	Warrant Status Report	179	<p>The Solution shall allow the creation of the following billing , including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Claim Denial Summary (See sample: "Attachment_Ref_05_Claim_Denial_Summary")</li> <li>• Service Summary and Forecast (See sample: "Attachment_Ref_06_Service_Summary_and_Forecast")</li> <li>• Year to date summary by Statement of Work (See sample: "Attachment_Ref_07_Year_to_Date_Summary_by_Statement_of_Work")</li> </ul>	Ref 08	1	3

Count	Report Name	SR#	Description Given (SAPC)	Parameters Requested (SAPC)	Phase	Fun.
			<p>“Attachment_Ref_07_Year_to_Date_Summary_by_Statement_of_Work”)</p> <ul style="list-style-type: none"> <li>• Warrant Status Report (See sample: “Attachment_Ref_08_Warrant_Status_Report”)</li> <li>• Drug Medi-Cal Recoupment Summary (See sample: “Attachment_Ref_09_DMC_Recoupment_Summary”)</li> <li>• Payment/Billing activity by Funding Source (See sample: “Attachment_Ref_10_Payment_Activity_by_Funding_Source”)</li> <li>• Funding Plan Summary (See sample: “Attachment_Ref_11_Funding_Plan”)</li> <li>• Reimbursement and Billing by Provider, Reporting Month and Fiscal Year (See sample: “Attachment_Ref_12_Year_Reimbursement_and_Billing_by_Provider_Reporting_Month_and_Fiscal_Year”)</li> </ul>			
49	Funding Plan Summary	179	<p>The Solution shall allow the creation of the following billing , including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Claim Denial Summary (See sample: “Attachment_Ref_05_Claim_Denial_Summary”)</li> <li>• Service Summary and Forecast (See sample: “Attachment_Ref_06_Service_Summary_and_Forecast”)</li> <li>• Year to date summary by Statement of Work (See sample: “Attachment_Ref_07_Year_to_Date_Summary_by_Statement_of_Work”)</li> <li>• Warrant Status Report (See sample: “Attachment_Ref_08_Warrant_Status_Report”)</li> <li>• Drug Medi-Cal Recoupment Summary (See sample: “Attachment_Ref_09_DMC_Recoupment_Summary”)</li> <li>• Payment/Billing activity by Funding Source (See sample: “Attachment_Ref_10_Payment_Activity_by_Funding_Source”)</li> <li>• Funding Plan Summary (See sample: “Attachment_Ref_11_Funding_Plan”)</li> <li>• Reimbursement and Billing by Provider, Reporting Month and Fiscal Year (See sample: “Attachment_Ref_12_Year_Reimbursement_and_Billing_by_Provider_Reporting_Month_and_Fiscal_Year”)</li> </ul>	Ref 11	1	3
<b>9. Contract Management</b>						
50	Program Monitoring		report capturing all findings and activities resulting from annual audit and other monitoring visits		2	0
51	Contract Term, Contract Amount, SOW Amount, Funding Source, Program, Contract Number, Corporate Site, Contact Number, CASC sub-contractor, method of reimbursements, billing codes, etc.				2	0

Count	Report Name	SR#	Description Given (SAPC)	Parameters Requested (SAPC)	Phase	Fun.
52	Agency by SOWs				2	0
53	Assigned Locations				2	0
54	Agency Listing by SOW				2	0
55	Labels by Corporation				2	0
56	Residential Contracted and Licensed Beds				2	0
57	Locations with Scope of Works				2	0
58	Sole Source Report				2	0
59	Contact Email				2	0
<b>10. Solution Performance Metrics</b>						
	Report available from NetsmartCARES & Guardian, including but not limited to:					
60	System Downtime		Percentage downtime and types of downtime (scheduled, network, server, power)		1	0
61	System Uptime		Percentage system uptime		1	0
62	Availability of System Login for Users		Data and information is available directly in the Guardian Tool for myAvatar		1	0
63	Network Latency		Data and information is available directly in the Guardian Tool for myAvatar		1	0
64	Percentage Network Packet Loss		Data and information is available directly in the Guardian Tool for myAvatar		1	0
65	Network Utilization		Data and information is available directly in the Guardian Tool for myAvatar		1	0
66	CPU/RAM, I/O utilization Report		Data and information is available directly in the Guardian Tool for myAvatar		1	0
	Provider Connect Report		<ul style="list-style-type: none"> <li>• System availability, including date range, total time, uptime, scheduled downtime, and percentage uptime</li> <li>• System downtime activities</li> <li>• Scheduled downtime activities</li> <li>• Average number of users per day</li> <li>• Amount of connections during peak times and response time from their web/application/database servers</li> </ul>		1	0
<b>11. Other Reports as Identified during Design Phase</b>						
<b>12. Chart Reports</b>						
67	Treatment Plan Report		Ability to print a treatment plan to place in a client's chart.		1	0
68	Progress Note Report		Ability to print a progress notes to place in a client's chart.		1	0

Count	Report Name	SR#	Description Given (SAPC)	Parameters Requested (SAPC)	Phase	Fun.
69	Client Incident Reporting				1	0
70	Client Complaint				1	0
71	Group Session Notes				1	0
72	Patient Medications				1	0
73	Treatment Plan Reminders	92	The Solution shall allow clinicians to record a treatment plan and set reminders for periodic reviews.		1	1
74	Reminders	103	The Solution shall provide the option to initiate reminders for necessary patient services or follow-up care based on business rules. The Solution provides configurable alerts on a variety of needed interventions <b>including insurance expiration, authorization expiration, treatment plan review due, outcomes data collection due, etc.</b>		1	3
75	Planning and QM Reports	105	The Solution shall provide the option to initiate reminders for necessary patient services or follow-up care based on business rules. The Solution provides configurable alerts on a variety of needed interventions including insurance expiration, authorization expiration, treatment plan review due, outcomes data collection due, etc.		1	0
76	Patient Flow?	131	The Solution shall provide the necessary tools and reports to monitor the flow of patients throughout the continuum of care, and to ensure that patients are enrolled in the best level of care.		1	0
77	Payments/Overpayments	167	The Solution shall provide functionality to process, track, reconcile, record, and report refund payments and/or overpayment and ability to withhold/deduct amounts from future claims.		1	0
78	Individual Claim Status	169	The Solution shall provide functionality to search and locate individual claim status.		1	0
79	Claims History Sort	170	The Solution shall have the ability to sort claims history.		1	0
80	Claims Inquiry	171	The Solution shall allow online inquiry of claims by various fields, including, but not limited to: patient name, diagnosis, provider, claimID, subscriberID, service date, billed amount.		1	0
81	Claims Summary	178	The Solution shall summarize claims by: <ul style="list-style-type: none"> <li>• Contract Number</li> <li>• Fiscal Year</li> <li>• Statement of Work</li> <li>• Type of Service (e.g., Outpatient Counseling, Residential Services)</li> <li>• Locations</li> <li>• Procedure Code</li> <li>• Billing Modifiers</li> <li>• Reporting Month</li> <li>• Service Month</li> </ul>		1	0
82	Payment/Billing Activity by Funding Source	179	The Solution shall allow the creation of the following billing , including but not limited to the following: <ul style="list-style-type: none"> <li>• Claim Denial Summary (See sample: "Attachment_Ref_05_Claim_Denial_Summary")</li> <li>• Service Summary and Forecast (See sample: "Attachment_Ref_06_Service_Summary_and_Forecast")</li> <li>• Year to date summary by Statement of Work (See sample:</li> </ul>	Ref 10	1	3

Count	Report Name	SR#	Description Given (SAPC)	Parameters Requested (SAPC)	Phase	Fun.
			<p>“Attachment_Ref_07_Year_to_Date_Summary_by_Statement_of_Work”)</p> <ul style="list-style-type: none"> <li>• Warrant Status Report (See sample: “Attachment_Ref_08_Warrant_Status_Report”)</li> <li>• Drug Medi-Cal Recoupment Summary (See sample: “Attachment_Ref_09_DMC_Recoupment_Summary”)</li> <li>• Payment/Billing activity by Funding Source (See sample: “Attachment_Ref_10_Payment_Activity_by_Funding_Source”)</li> <li>• Funding Plan Summary (See sample: “Attachment_Ref_11_Funding_Plan”)</li> <li>• Reimbursement and Billing by Provider, Reporting Month and Fiscal Year (See sample: “Attachment_Ref_12_Year_Reimbursement_and_Billing_by_Provider_Reporting_Month_and_Fiscal_Year”)</li> </ul>			
83	Reimbursement and Billing by Provider, Reporting Month and Fiscal Year	179	<p>The Solution shall allow the creation of the following billing , including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Claim Denial Summary (See sample: “Attachment_Ref_05_Claim_Denial_Summary”)</li> <li>• Service Summary and Forecast (See sample: “Attachment_Ref_06_Service_Summary_and_Forecast”)</li> <li>• Year to date summary by Statement of Work (See sample: “Attachment_Ref_07_Year_to_Date_Summary_by_Statement_of_Work”)</li> <li>• Warrant Status Report (See sample: “Attachment_Ref_08_Warrant_Status_Report”)</li> <li>• Drug Medi-Cal Recoupment Summary (See sample: “Attachment_Ref_09_DMC_Recoupment_Summary”)</li> <li>• Payment/Billing activity by Funding Source (See sample: “Attachment_Ref_10_Payment_Activity_by_Funding_Source”)</li> <li>• Funding Plan Summary (See sample: “Attachment_Ref_11_Funding_Plan”)</li> <li>• Reimbursement and Billing by Provider, Reporting Month and Fiscal Year (See sample: “Attachment_Ref_12_Year_Reimbursement_and_Billing_by_Provider_Reporting_Month_and_Fiscal_Year”)</li> </ul>	Ref 12	1	3
84	eContracts Activity & Billing/Admin Instrument Report	191	<p>The Solution shall provide the contractual and service encounter data to enable the generation of reports based on the responses on the patient’s Activity and Billing Section and Administrative Instrument Section.</p>	Ref 13	2	0
85	eContracts R.A.T.E.	192	<p>The Solution shall provide the contractual and service encounter data to create County reports, including but not limited to: RATE for Drug Medi-Cal contracts (See sample: “Attachment_Ref_13_RATE”)</p> <ul style="list-style-type: none"> <li>• Summary of Report (S.O.R) for the Non-Compliant responses (See sample: “Attachment_Ref_14_SOR”)</li> <li>• Billing Verification Report (B.V) for unverified claims (See sample: “Attachment_Ref_15_BVSummary”)</li> <li>• Program Monitoring Report (See sample: “Attachment_Ref_16_Program_Monitor_Report”)</li> </ul>	Ref 14	2	0
86	eContracts Summary of Report	192	<p>The Solution shall provide the contractual and service encounter data to create County reports, including but not limited to: RATE for Drug Medi-Cal contracts (See sample:</p>	Ref 15	2	0

Count	Report Name	SR#	Description Given (SAPC)	Parameters Requested (SAPC)	Phase	Fun.
			<p>“Attachment_Ref_13_RATE”)</p> <ul style="list-style-type: none"> <li>• Summary of Report (S.O.R) for the Non-Compliant responses (See sample: “Attachment_Ref_14_SOR”)</li> <li>• Billing Verification Report (B.V) for unverified claims (See sample: “Attachment_Ref_15_BVSummary”)</li> <li>• Program Monitoring Report (See sample: “Attachment_Ref_16_Program_Monitor_Report”)</li> </ul>			
87	eContracts Billing Verification Report	192	<p>The Solution shall provide the contractual and service encounter data to create County reports, including but not limited to: RATE for Drug Medi-Cal contracts (See sample: “Attachment_Ref_13_RATE”)</p> <ul style="list-style-type: none"> <li>• Summary of Report (S.O.R) for the Non-Compliant responses (See sample: “Attachment_Ref_14_SOR”)</li> <li>• Billing Verification Report (B.V) for unverified claims (See sample: “Attachment_Ref_15_BVSummary”)</li> <li>• Program Monitoring Report (See sample: “Attachment_Ref_16_Program_Monitor_Report”)</li> </ul>	Ref 16	2	0
88	eContracts Program Monitoring Report	192	<p>The Solution shall provide the contractual and service encounter data to create County reports, including but not limited to: RATE for Drug Medi-Cal contracts (See sample: “Attachment_Ref_13_RATE”)</p> <ul style="list-style-type: none"> <li>• Summary of Report (S.O.R) for the Non-Compliant responses (See sample: “Attachment_Ref_14_SOR”)</li> <li>• Billing Verification Report (B.V) for unverified claims (See sample: “Attachment_Ref_15_BVSummary”)</li> <li>• Program Monitoring Report (See sample: “Attachment_Ref_16_Program_Monitor_Report”)</li> </ul>	Ref 17	2	0

Note: The “Attachment\_Ref\_” documents are provided in Exhibit A.1.3 (Solution Requirements Attachments).



Exhibit P (Independent Conditions)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution



[Exhibit to be finalized and included for execution]



Exhibit Q (Letter of Credit)

to the

Agreement for a Substance Use Disorder Managed Care  
Information System (SUD-MCIS) Solution

[Exhibit to be finalized and included for execution]