County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

A Tradition of Service

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

35 August 2, 2011

SACHI A. HAMAI
EXECUTIVE OFFICER

August 02, 2011

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

Dear Supervisors:

RECOMMENDATION TO APPROVE AMENDMENT NUMBER SIX TO AGREEMENT NUMBER 71710 WITH CERNER CORPORATION TO ADD REMOTE HOSTING PREPARATION AND READINESS SERVICES OF THE JAIL HEALTH INFORMATION SYSTEM (ALL DISTRICTS) (3 VOTES)

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

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking your Board's approval and execution of Amendment Number Six (Amendment) to Agreement Number 71710 (Agreement) with Cerner Corporation (Cerner) for a Jail Health Information System (JHIS) that will add remote hosting preparation and readiness services, continue to provide maintenance services, and add an extension period which will increase the maximum contract sum by $1,526,000.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of the Board to sign the attached Amendment to the Agreement (as amended Agreement) with Cerner to add remote hosting preparation and readiness services, continue providing maintenance services, and extend the Agreement for a six-month period with an option to thereafter extend for up to an additional six months.

2. Delegate authority to the Sheriff or his designee to execute the extension option if it is in the best interest of Los Angeles County (County).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to engage Cerner to perform work necessary in order to transition JHIS from being locally hosted at the Department's Data Center to being remotely hosted by Cerner at its data centers to support an upgraded JHIS application and meet the evolving business needs of the Department. JHIS is a mission-critical application that is currently at risk for failure in the Department's Data Center's outdated hardware and software environment. Additionally, this outdated environment is not capable of handling implementation of several JHIS software releases, which the County pays for and is entitled under the Agreement, and the additional functionality necessary to meet the evolving business needs of the Department.

The proposed Amendment will engage Cerner to provide services needed to prepare for an eventual transition of JHIS to being remotely hosted by Cerner. Concurrently with Cerner's performance of these services, the Department will prepare a replacement agreement for submission to your Board once JHIS is ready to be transitioned to the remote hosting environment. In addition, the proposed Amendment will allow Cerner to continue providing maintenance services on its proprietary JHIS software.

Implementation of Strategic Plan Goals

The services provided under this Amendment support the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety, by enabling the Department to provide an improved level of inmate medical services.

FISCAL IMPACT/FINANCING

Cerner has agreed to provide all work under the Amendment for a maximum amount of $2,455,000, which is allocated as follows: $1,750,000 for Deliverables Under Amendment and $750,000 for Maintenance Services for the six-month term. Since $929,000 of this amount is funded by amounts originally allocated to work that has been completed or is no longer needed and will be reallocated to the Amendment, the net increase in the contract sum of the Agreement is $1,526,000, for a total contract sum of $39,687,098. The Department has identified sufficient funding within the Inmate Welfare Fund for the proposed Amendment. The Department will continue to allocate the funds required to continue the services throughout the duration of the Agreement as extended by the proposed Amendment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 11, 1998, your Board approved the Agreement with Cerner to develop, implement, and maintain JHIS for the Department for a five-year time period and a maximum total contract sum of $20,141,006. JHIS addressed the concerns and mandates of the Department of Justice for improved efficiencies and effectiveness within the inmate health care delivery system.

There have been five prior amendments to this Agreement. Amendment Number 1 was approved on July 15, 2003, reflecting changes to system components and extending maintenance services and increasing the maximum contract sum by $5,933,299 to $26,074,305. Amendment Number 2 was approved on March 21, 2006, providing expanded functionality, extending maintenance services,

and increasing the maximum contract sum from $26,074,305 to $37,211,098. Amendment Number 3 was approved on March 18, 2008, providing for an assessment of the JHIS application's ability to support the needs of the County's Probation Department, an upgrade of JHIS at the Department, and increasing the maximum contract sum by $950,000 to $38,161,098.

Amendment Number 4, effective as of February 17, 2010, incorporated revisions to the Health Insurance Portability and Accountability Act (HIPAA) by the Health Information Technology for Economic and Clinical Health Act (HITECH). Amendment Number 5 was approved on June 1, 2010, and transferred 800 licenses to the Probation Department's Probation Electronic Medical Records System (PEMRS). There was no increase to the maximum contract sum for either Amendment Number 4 or Amendment Number 5.

The proposed Amendment will engage Cerner to provide services needed to prepare for an eventual transition of JHIS to being remotely hosted by Cerner. Currently, Cerner provides remote hosting services to over 250 of their worldwide clients representing 65 percent of the client base. The Probation Department's PEMRS, approved by your Board on June 1, 2010, is a remote-hosted Cerner system. Remote hosting provides the Department with a number of advantages among which are a more predictable level of annual expenditures and avoidance of periodic capital investments to upgrade the Department's Data Center to accommodate new releases, additional application modules and operating platform obsolescence, improved disaster recovery capability from what is currently available in the Department's Data Center with a highly available system and less planned downtime, avoidance of ongoing operational costs associated with staff training and technical support of this complex health care system, the ability of the Department to more readily take advantage of new software upgrades and additional application modules, and better scalability to support more users.

CONTRACTING PROCESS

In October 1997, the Department issued a Request For Proposals for a JHIS, under which Cerner was the selected vendor. On August 11, 1998, your Board approved the Agreement with Cerner. JHIS was subsequently implemented in three phases and has been successfully operating for over ten years.

County Counsel has reviewed and approved the Amendment as to form. Additionally, in accordance with the Board's policy, outside counsel, Hanson Bridgett, LLP, assisted in the review of the Amendment.

The Chief Information Officer has reviewed the Amendment and recommends approval (CIO Analysis attached).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

If the Amendment is not approved, the JHIS software will not have maintenance services beyond August 11, 2011.

CONCLUSION

Upon approval by your Board, please return two adopted copies of this Board letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,

LEROY D. BACA
Sheriff

RICHARD SANCHEZ
Chief Information Officer

LDB:IS:is

Enclosures

AMENDMENT NUMBER SIX
TO
AGREEMENT NO. 71710

This Amendment Number Six (hereinafter "Amendment No. 6") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Cerner Corporation (hereinafter "CONTRACTOR"), effective as of August 2, 2011 (as further defined in Section 6 below, "Amendment No. 6 Effective Date"), based on the following recitals:

1. COUNTY and CONTRACTOR have entered into that certain Agreement No. 71710, dated as of August 11, 1998 (as amended prior to the date hereof and together with all Exhibits, Schedules, Attachments and Annexes thereto, hereinafter "Agreement"), amended by Amendment Number One, dated as of August 11, 2003 (together with the Exhibits, Schedules, Attachments and Annexes thereto, "Amendment No. 1"), Amendment Number Two, dated as of March 21, 2006 (together with the Exhibits, Schedules, Attachments and Annexes thereto, "Amendment No. 2"), Amendment Number Three, dated as of March 18, 2008 (together with the Exhibits, Schedules, Attachments and Annexes thereto, "Amendment No. 3"), Amendment Number Four, effective as of February 17, 2010 (together with all Exhibits, Schedules, Attachments and Annexes thereto, "Amendment No. 4"), and Amendment Number Five, effective as of June 1, 2010, for a Turnkey Jail Health Information System (as further defined in the Agreement, as amended by this Amendment No. 6, the "System" or "JHIS") for the benefit of COUNTY and, more specifically, its Sheriff's Department.

2. CONTRACTOR has, among other things, been providing, maintaining, and supporting the JHIS, all pursuant to the terms and conditions of the Agreement.

3. COUNTY and CONTRACTOR are additionally parties to that certain Agreement No. 77285, dated as of June 1, 2010 (as amended from time to time, together with all Exhibits, Schedules, Attachments and Annexes thereto, the "PEMRS Agreement"), for a Probation Electronic Medical Records System (as further defined in the PEMRS Agreement, "PEMRS") for the benefit of COUNTY and, more specifically, its Probation Department.

4. CONTRACTOR has been implementing, maintaining, supporting, and hosting the PEMRS, all pursuant to the terms and conditions of the PEMRS Agreement.

5. COUNTY is currently hosting JHIS at data centers maintained by the Sheriff's Department.

6. COUNTY desires to engage CONTRACTOR, and CONTRACTOR desires to be so engaged, to perform hosting services with respect to JHIS, subject to preparation, negotiation, and approval and execution by COUNTY's Board of Supervisors and execution by an authorized representative of CONTRACTOR, of a replacement agreement, together with related agreement documentation such as a statement of work, service level requirements document, and payment

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schedule.

7. COUNTY and CONTRACTOR desire that, to the maximum extent applicable, such replacement agreement and related agreement documentation shall be based upon the PEMRS Agreement and corresponding related agreement documentation, with such changes as described in Section 5(b) of this Amendment No. 6.

8. COUNTY and CONTRACTOR additionally desire that CONTRACTOR's provision of hosting services under such replacement agreement and related agreement documentation shall be at no greater than the pricing set forth on Attachment J4-A (Remote Hosting Services Pricing).

9. In preparation for engaging CONTRACTOR to perform hosting services with respect to JHIS pursuant to such replacement agreement and related documentation, COUNTY and CONTRACTOR are entering into this Amendment No. 6, among other things, to engage CONTRACTOR to perform the work with respect to such hosting services described in Attachment J-4 (JHIS Remote Hosting Services Preparation and Readiness) to this Amendment No. 6, and to make other amendments to the Agreement with respect thereto.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 6, COUNTY and CONTRACTOR hereby agree as follows:

1. Definitions; Paragraph References. Capitalized terms used herein without definition (including, without limitation, in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 6. Unless otherwise noted, Paragraph references in this Amendment No. 6 shall refer to the body of the Agreement.

2. General Amendments. As of the Amendment No. 6 Effective Date, the body of the Agreement and all Exhibits, Schedules, Attachments and Annexes thereto, all as last amended prior to this Amendment No. 6, are amended to replace all references therein to "Jail Hospital Information System" with references to "Jail Health Information System." Without limiting the foregoing, after giving effect to such amendment, all references in the body of the Agreement and all Exhibits, Schedules, Attachments and Annexes thereto to "JHIS" shall mean and shall be references to the acronym for "Jail Health Information System."

3. Amendments to the Body of the Agreement. As of the Amendment No. 6 Effective Date, the body of the Agreement is amended as follows:

   (a) Subparagraph 1.1 (Interpretation) to Paragraph 1 (Applicable Documents), as last amended by Amendment No. 4, is amended and restated in its entirety as follows:

1.1 Interpretation

Exhibits A, B, C, D, E, F, I, I-A, I-B, I-C, I-D, I-E, J, K, L, M, N, O and P (together with all Schedules, Attachments and Annexes thereto) are attached to and form a part of this Agreement. Exhibit G and Exhibit H as referenced below (together with all Schedules, Attachments and Annexes thereto) are hereby incorporated herein by reference and form a part of this Agreement. Exhibits A through P (together with all Schedules, Attachments and Annexes thereto) are referred to individually and collectively below as the "Exhibits." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, subtask, Deliverable, good, service, or other work, or otherwise, between any amendment to this Agreement, the body of this Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the amendment to this Agreement, then to the body of this Agreement, and then to the Exhibits according to the following priority:

1. Exhibit A - Statement of Work

2. Exhibit J - Supplemental Statements of Work

   Attachment J-1 – Disaster Recovery

   Attachment J-2 – PACS Phase I and Phase II

   Annex J-2 – PACS Services Scope Detail

   Attachment J-3 – Telemedicine

   Attachment J-4 – JHIS Remote Hosting Services Preparation and Readiness

   Attachment J4-A – Remote Hosting Services Pricing

   Attachment J4-B – PEMRS SLA (Exhibit D) Items for Review and Modification to Meet JHIS SLA Requirements

3. Exhibit K - Supplemental Software and Hardware

   Attachment K-1 – Supplemental Software

   Attachment K-2 – Supplemental Hardware

4. Exhibit B - Schedule of Payments

Attachment 1 – Supplements to Exhibit B

Attachment B-1 – Supplemental Payment Terms

5. Exhibit C - Project Schedule

Attachment 2 – Supplements to Exhibit C

6. Exhibit D - Schedule of Maintenance

Attachment 3 – Supplements to Schedule II to Exhibit D

7. Exhibit M - Supplemental License Provisions – Supplemental CONTRACTOR Software

8. Exhibit N - Supplemental Pass Through License Provisions – Supplemental Third Party Software

Attachment N-1 – Disaster Recovery Supplemental Third Party Software – IBM

Attachment N-2 – PACS Supplemental Third Party Software – Oracle

9. Exhibit L - Supplemental Warranty Periods and Pass Through Provisions

Attachment L-1 – Disaster Recovery Supplemental Third Party Software - IBM

Attachment L-2 – PACS Supplemental Hardware and Supplemental Third Party Software – Fuji

Attachment L-3 – PACS Supplemental Hardware – HP

Attachment L-4 – PACS Supplemental Hardware – Unistrut

Attachment L-5 – Telemedicine Supplemental Hardware – AMD

10. Exhibit G - Request for Proposals for A Jail Hospital Information System for the County of Los Angeles Sheriff's Department, dated November 6, 1997, except that:

(a) In Subsection 2.3 (Constraints and Assumptions) of Exhibit G, the statement that "The system must be fully integrated with all JHIS components appearing to the end user as a single system" is hereby deemed modified to "The system must be fully integrated with all JHIS components appearing to the end user as a single system, except to the extent that Users must log on separately to the Human Resources Application Software module"; and

(b) With respect to the following subsections only of Exhibit G and Exhibit H, there shall not be precedence given to Exhibit G or to Exhibit H, and such identified subsections shall be read in light of one another in interpreting and resolving any conflicts and/or inconsistencies: Subsection 3.2 (Functional Requirements) of Exhibit G and Subsection 1.1 (Description of Functions and Capabilities of the Proposed System) of Exhibit H.

11. Exhibit H - Cerner Corporation Proposal for the Design and Implementation of the Jail Hospital Information System for the County of Los Angeles Sheriff's Department, dated December 22, 1997

12. Exhibit I - Required Subcontract Provisions

13. Exhibit I-A - Subcontract between CONTRACTOR and Sierra Systems Consultants, Inc.

14. Exhibit I-B - Subcontract between CONTRACTOR and Digital Equipment Corporation

15. Exhibit I-C - Subcontract between CONTRACTOR and IMNET Systems, Inc.

16. Exhibit I-D (Subcontract Between CONTRACTOR and FUJIFILM Medical Systems USA, Inc.)

17. Exhibit I-E (Subcontract Between CONTRACTOR and Unistrut Corporation)

18. Exhibit E - CONTRACTOR Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement

19. Exhibit F - CONTRACTOR's EEO Certification

20. Exhibit O - CONTRACTOR's Obligations as a Business Associate Under the Health Insurance Portability and

Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (Business Associate Agreement)

21. Exhibit P - Defaulted Property Tax Reduction Program

(b) Paragraph 3 (Administration of Agreement – CONTRACTOR) is amended as follows:

(i) Amend Paragraph 3.1.1 to substitute the following person as CONTRACTOR's Project Director:

Len Giuffre
Cerner Corporation
2800 Rockcreek Parkway
Kansas City, MO 64117
Phone: 816-206-4099
Fax: 816-571-3808
E-mail: lgiuffre@cerner.com

(ii) Amend Paragraph 3.2.1 to substitute the following person as CONTRACTOR's Project Manager:

Jodi Drury
Cerner Corporation
2800 Rockcreek Parkway
Kansas City, MO 64117
Phone: 816-885-3367
Fax: 816-571-0239
E-mail: jdrury@cerner.com

(c) Paragraph 5 (Term), as last amended by Amendment No. 2, is amended and restated in its entirety as follows:

5. TERM

The term of this Agreement shall commence upon the Effective Date and shall continue until February 10, 2012, unless sooner terminated, in whole or in part, as provided in this Agreement. County shall have the option to thereafter extend the term of this Agreement for up to an additional six (6) months, which option shall be exercised as set forth in Paragraph 6 (Change Notices and Amendments).

(d) Paragraph 6 (Change Notices and Amendments) of the Agreement, as last amended by Amendment No. 2, is amended to amend and restate Paragraph 6.3 thereof in its entirety as follows:

> 6.3 Except as expressly provided in Subparagraphs 6.7(b) and 6.8(b), for any change requested by COUNTY which does affect the scope of work, term, payments, or any term or condition included in this Agreement, a negotiated Amendment to this Agreement shall be prepared and executed by COUNTY's Board of Supervisors and CONTRACTOR. Notwithstanding the foregoing, the Sheriff is delegated authority to execute on behalf of County, Amendments that exercise an option to extend the term of this Agreement as provided in Paragraph 5 (Term). In connection therewith, such Amendment may also elect to have CONTRACTOR provide maintenance and support services under Exhibit D (Schedule of Maintenance) at the rates set forth in Schedule II (Maintenance Fees Schedule) to Exhibit D (Schedule of Maintenance).

4. Amendments to Exhibits, Schedules, Attachments and Annexes. As of the Amendment No. 6 Effective Date, the Exhibits, Schedules, Attachments and Annexes to the Agreement are amended as follows:

(a) Exhibit B (Schedule of Payments), as amended by Amendment No. 2 and Amendment No. 3, is amended to amend Attachment 1 (Supplements to Exhibit B (Schedule of Payments)), as amended by Amendment No. 2 and Amendment No. 3, as indicated on Attachment 1 (Supplements to Exhibit B (Schedule of Payments)) attached to this Amendment No. 6 and incorporated by this reference.

(b) Exhibit C (Project Schedule), as last amended by Amendment No. 1, is supplemented as indicated on Attachment 2 (Supplements to Exhibit C (Project Schedule)) attached to this Amendment No. 6 and incorporated by this reference.

(c) Exhibit D (Schedule of Maintenance), as last amended by Amendment No. 2, is amended to supplement Schedule II (Maintenance Fees Schedule) thereto with Attachment 3 (Supplements to Schedule II (Maintenance Fees Schedule) to Exhibit D (Schedule of Maintenance)) attached to this Amendment No. 6 and incorporated by this reference.

(c) Exhibit J (Supplemental Statements of Work), as added under Amendment No. 2, is amended to add Attachment J-4 (JHIS Remote Hosting Services Preparation and Readiness) attached to this Amendment No. 6 and incorporated by this reference.

5. Incorporation of Recitals; Amendment No. 6 Covenants.

(a) The recitals of this Amendment No. 6 are incorporated by this reference as if set forth in the body of this Amendment No. 6.

(b) From and after the Amendment No. 6 Effective Date, COUNTY and CONTRACTOR shall prepare and negotiate in good faith a replacement agreement for CONTRACTOR to perform, among other things, hosting services with respect to JHIS, together with all related agreement documentation, including, but not limited to, a statement of work, service level requirements document and payment schedule, which replacement agreement and related agreement documentation shall be, to the maximum extent possible, based upon the PEMRS Agreement and corresponding related agreement documentation, with such changes as are: (a) identified in Attachment J4-B (PEMRS SLA (Exhibit D) Items for Review and Modification to Meet JHIS SLA Requirements) to this Amendment No. 6; (b) otherwise necessitated by differences between (i) JHIS and PEMRS and (ii) the business needs and operations of the Sherriff's Department and the Probation Department; (c) required by law, policy, and/or COUNTY's Board of Supervisors; and/or (d) any other changes mutually agreed to by the parties, subject in all respects to approval and execution by COUNTY's Board of Supervisors and execution by an authorized representative of CONTRACTOR.

(c) COUNTY and CONTRACTOR agree that CONTRACTOR's provision of hosting services under the replacement agreement and related agreement documentation shall be at no greater than the pricing set forth on Attachment J4-A (Remote Hosting Services Pricing).

(d) COUNTY and CONTRACTOR expect that work on the replacement agreement and related agreement documentation and work described in Attachment J-4 (JHIS Remote Services Preparation and Readiness) to this Amendment No. 6 shall be done concurrently. Both parties agree to exercise commercially reasonable efforts to present the replacement agreement before the COUNTY's Board of Supervisors by the date set forth in Exhibit C (Project Schedule) to the Agreement, as amended by this Amendment No. 6 or, if that date is not met, as soon as reasonably practicable thereafter.

(e) CONTRACTOR and COUNTY acknowledge and agree that CONTRACTOR has received all amounts set forth in Exhibit B (Schedule of Payments), as amended by this Amendment No. 6, under the row identified as "Actual Aggregate Price Payments for Deliverables and Out-of Pocket Expenses Under Amendment Number Two Telemedicine," and that such amounts constitute payment in full for all Work to be performed by CONTRACTOR under Attachment J-3 (Telemedicine) to Exhibit J (Supplemental Statements of Work).

(f) CONTRACTOR and COUNTY acknowledge and agree that CONTRACTOR has completed all contractual obligations and received payment in full for all Work to be performed by CONTRACTOR under all Change Notices that have been entered into under the Agreement as of the date of this Amendment No. 6, with the exception of Change Notice No. 139, dated February 11, 2011, and Change Notice No. 140, dated

April 25, 2011.

(g) CONTRACTOR acknowledges that the covenants set forth in this Section 5 are crucial to COUNTY's determination to enter into this Amendment No. 6.

6. Effectiveness of Amendment No. 6. This Amendment No. 6 is effective as of the date identified in the recitals of this Amendment No. 6, which is the date on which all of the following have occurred (such date, the "Amendment No. 6 Effective Date"):

   (a) COUNTY's Project Director shall have received an original counterpart to this Amendment No. 6, duly executed by an authorized officer of CONTRACTOR;

   (b) County Counsel shall have approved this Amendment No. 6 as to form, as indicated by County Counsel's or County Counsel's designee's original counterpart to this Amendment No. 6; and

   (c) COUNTY's Board of Supervisors shall have approved this Amendment No. 6.

7. No Other Amendments. Except as expressly provided in this Amendment No. 6, all other provisions, and conditions of the Agreement shall remain the same and in full force and effect.

8. Authority. CONTRACTOR and the person executing this Amendment No. 6 on behalf of CONTRACTOR hereby represent and warrant that the person executing this Amendment No. 6 for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

9. Governing Law. This Amendment No. 6 shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State.

* * *

IN WITNESS WHEREOF, the Board of Supervisors has caused this Amendment No. 6 to be subscribed by its Mayor and seal of said Board to be hereto affixed and attested to by its Executive Officer, and CONTRACTOR has caused this Amendment to be executed on its behalf by its duly authorized officer, effective as of the Amendment No. 6 Effective Date.

THE COUNTY OF LOS ANGELES

By: Mike Antonovich
Mayor, Board of Supervisors

ATTEST:

Sachi Hamai,
Executive Officer/Clerk
Board of Supervisors

By: LaChelle Smitherman
Deputy

CERNER CORPORATION

By: Marc G. Naughton

PRINT NAME: Marc G. Naughton

TITLE: Exec. VP & Chief Financial Officer

DATE: July 1, 2011

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APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: Amanda M. L. Drukker
Amanda M. L. Drukker
Senior Deputy County Counsel

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: LaChelle Smitherman
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

35 AUG 2 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

County of Los Angeles
Sheriff's Department
Cerner Corporation

HOA.771201.3

Amendment No. 6 to
JHIS Agreement

Attachment 1

Supplements to Exhibit B (Schedule of Payments)

[see attached]

Attachment 1

Supplements to Exhibit B (Schedule of Payments)

Items VII.-IX. of Exhibit B (Schedule of Payments) (as amended by Amendment No. 1) were deleted and replaced by Attachment 1 (Supplements to Exhibit B (Schedule of Payments) to Amendment No. 2. Items VII. and IX. of Exhibit B (Schedule of Payments) were thereafter deleted and replaced by Attachment 1 (Amendments to Exhibit B (Schedule of Payments) to Amendment No. 3. Items VII.-IX. of Exhibit B (Schedule of Payments), as previously amended by Amendment Nos. 1, 2 and 3, are deleted and replaced with the following:

VII. Other Professional Services and Out-of-Pocket Expenses, Amendment Effective Date through Agreement term

a. General (Existing as of Amendment No. 2)	$875,000[1]
b. Probation Implementation Assessment	$460,000[2]
c. Millennium 2007 Application Software Upgrade	$0[3]

VIII. Credit Issued to COUNTY pursuant to Amendment Number One ($317,448)

IX. Deliverables Under Amendment Number Two – Disaster Recovery (as detailed in the original DR Purchase Order No. 31038070)

Deliverable	Maximum Fixed Price
Supplemental Hardware	
▪ Equipment	▪ $773,856.00
▪ Tax	▪ $63,843.12
▪ Installation Setup	▪ $40,974.00
Subtotal Supplemental Hardware	$878,673.12
Supplemental Third Party Software – Operating System Software	
▪ Software	▪ $176,657.00
▪ Tax	▪ $14,574.20
▪ Installation Setup	▪ $20,488.00

[1] Amount reflects a reduction of $325,000, which has been reallocated to the Deliverables under Item XIV (Deliverables Under Amendment Number Six) below.
[2] Amount reflects a reduction of $40,000, which has been reallocated to the Deliverables under Item XIV (Deliverables Under Amendment Number Six) below.
[3] Amount reflects a reduction of $450,000, which has been reallocated to the Deliverables under Item XIV (Deliverables Under Amendment Number Six) below.

Deliverable	Maximum Fixed Price
Subtotal Supplemental Software – Operating System Software	$211,719.20
Other Supplemental Third Party Software and Services ▪ DR/724 Reorg/724 Backup Scripts ▪ Tax ▪ Implementation Services	 ▪ $210,000.00 ▪ $17,325.00 ▪ $201,300.00
Subtotal Other Supplemental Third Party Software and Services	$428,625
Subtotal Deliverables Under Amendment Number Two – Disaster Recovery	$1,519,017.32

X. Deliverables Under Amendment Number Two – PACS (as detailed in original PACS Purchase Order No. 31065329)

Deliverable	Maximum Fixed Price
Supplemental Hardware/Supplemental Third Party Software (PACS Purchase Order Line No. 00001 (less sales tax))	$20,286
Supplemental Hardware/Supplemental Third Party Software Installation Fees (PACS Purchase Order Line No. 00002)	$640
Supplemental Hardware/Supplemental Third Party Software – Image Archive (PACS Purchase Order Line Nos. 00003 through 00010 (less sales tax))	$562,613
Supplemental Hardware/Supplemental Third Party Software Installation Fees – Image Archive (PACS Purchase Order Line No. 00011)	$11,261
Supplemental Hardware/Supplemental Third Party Software – ProVision Workstations (PACS Purchase Order Line No. 00012 (less sales tax))	$92,062
Supplemental Hardware/Supplemental Third Party Software Installation Fees – ProVision Workstations (PACS Purchase Order Line No. 00013)	$3,068
Supplemental Hardware/Supplemental Third Party Software –ProVision CR Reader (PACS Purchase Order Line Nos. 00014 and 00015 (less sales tax))	$316,600

Deliverable	Maximum Fixed Price
Supplemental Hardware/Supplemental Third Party Software Installation Fees – ProVision CR Reader	$0
Supplemental Hardware/Supplemental Third Party Software – Digital Radiology (PACS Purchase Order Line No. 00016 (less sales tax))	$757,344
Supplemental Hardware/Supplemental Third Party Software Installation Fees – Digital Radiology	$0
Supplemental Hardware/Supplemental Third Party Software – Voice Recognition (PACS Purchase Order Line Nos. 00017 and 00018 (less sales tax))	$24,025
Supplemental Hardware/Supplemental Third Party Software Installation Fees – Voice Recognition	$0
Supplemental CONTRACTOR Software License Fees (PACS Purchase Order Line Nos. 00019 through 00022 (less sales tax))	$310,600
QC Segmenting Workstation Hardware and Software (Supplement to PACS Purchase Order Line No. 00001 (less sales tax))	$30,911
LCD Report Workstation Hardware and Software (Supplement to PACS Purchase Order Line No. 00002 (less sales tax))	$46,515
Fuji XSmarter-Lite Hardware and Software (Supplement to PACS Purchase Order Line No. 00003 (less sales tax))	$78,008
Initial Certification and Engineering Fees (PACS Purchase Order Line No.00023)	$15,530
Installation and Implementation Services (PACS Purchase Order Line Nos. 00024 and 00026 and Supplement to PACS Purchase Order Line No. 00004)	$395,197
Shipping (not to exceed) (PACS Purchase Order Line No. 00030 and Supplement to PACS Purchase Order Line No. 00005)	$16,000
Sales Tax (PACS Purchase Order Line Nos. 00001, 00003-00010, 00012, 00014-00022 and Supplement to PACS Purchase Order Line No. 00001-00003)	$184,714.57
[Out of Pocket Expenses (not to exceed)]	$107,500

Deliverable	Maximum Fixed Price
Subtotal Deliverables Under Amendment Number Two – PACS	$2,972,874.57

XI. Deliverables Under Amendment Number Two – Telemedicine

Deliverable	Description	Maximum Fixed Price[4]
Deliverable 4	Installed and configured hardware and software for patient exam rooms and physician viewing rooms.	$772,898
Deliverable 7	Completed integration testing and certification that all components have been tested and operate consistent with system design.	$103,012
Deliverable 11	Full production use with no major deficiencies.	$103,012
--	[Out-of-Pocket Expenses (not to exceed)]	$28,500
--	**Subtotal Deliverables Under Amendment Number Two – Telemedicine**	$1,007,422
	Adjusted as specified in note 4 below:	($114,000)
	Actual Aggregate Price Payments for Deliverables and Out of Pocket Expenses Under Amendment Number Two Telemedicine	$893,422

XII. Grand Total of Deliverables Under Amendment Number Two (Items IX., X. and XI.) $5,385,313.89

XIII. Aggregate Maintenance Services, Amendment Effective Date through term of Agreement (excluding six month optional extension)

[4] Actual Aggregate Price Payments for Deliverables and Out of Pocket Expenses Under Amendment Number Two Telemedicine reflect an aggregate reduction of $114,000, which has been reallocated to the Deliverables under Item XIV (Deliverables Under Amendment Number Six) below. Item XII (Grand Total of Deliverables Under Amendment Number Two (Items IX., X. and XI.)) shown below, has been reduced correspondingly.

Disaster Recovery - Supplemental Software listed under same heading on Attachment K-1 (Supplemental Software)	$356,043
PACS – Supplemental Software listed under same heading on Attachment K-1 (Supplemental Software)) (including original PACS Purchase Order No. 31065329 Line Nos. 00028 and 00029 (including sales tax))	$325,111
Telemedicine – Supplemental Software listed under same heading on Attachment K-1 (Supplemental Software)	$39,834
Telemedicine – Supplemental Hardware listed under same heading on Attachment K-2 (Supplemental Hardware	$463,307
All other System Software	
a. Amendment Effective Date to Amendment No. 2 Effective Date	$2,793,873
b. Amendment No. 2 Effective Date through expiration of term of Agreement	$7,718,255[5]
Subtotal Aggregate Maintenance Services, Amendment Effective Date through Agreement term	$11,696,423

[5] Reflects a reduction of approximately $134,960 in Contractor's pricing for maintenance services from that set forth in Schedule II (Maintenance Fees Schedule) to Exhibit D (Schedule of Maintenance), as amended by Amendment No. 1, for the last five (5) months of Year 3 and all of Year 4 and Year 5. Updated pricing for the corresponding periods are now listed in the first three columns of the charts included under each of Sections 1.A. (Operating Software Installed on Development and Production Hardware) and I.B. (Application Software) of Schedule II (Maintenance Fees Schedule) to Exhibit D (Schedule of Maintenance), as amended by Amendment No. 2. Also includes $705,000 for maintenance services allocated as set forth in Attachment 3 (Supplements to Schedule II (Maintenance Fees Schedule) to Exhibit D (Schedule of Maintenance)), as supplemented by Amendment No. 6.

XIV. Deliverables Under Amendment Number Six

Deliverable Number	Deliverable Description	Maximum Fixed Price	Holdback Amount (10%)	Net Deliverable Payment
1.1	Project Control Document (PCD)	$0	$0	$0
1.2	Project Status Reports	$0	$0	$0
2.1 (Key)	**Technical Assessment Report**	**$0**	**$0**	$0
3.1	Confirmation of Procured Networking Equipment and Communications Infrastructure	$350,000	$35,000	$315,000
3.2	Installed and Configured Networking Equipment and Communications Infrastructure	$100,000	$10,000	$90,000
3.3	Confirmation of Procured Remote Hosting Services Data Center Hardware and Operating Software	$350,000	$35,000	$315,000
3.4 (Key)	**Installed and Configured Remote Hosting Services Data Center Hardware and Operating Software**	**$100,000**	**$10,000**	**$90,000**
4.1	Remote Hosting Services Environment Ready for Testing	$300,000	$30,000	$270,000

4.2	Regression Tested Remote Hosting Services Environment	$0	$0	$0
4.3	System Tested Remote Hosting Services Environment	$300,000	$30,000	$270,000
4.4 (Key)	**Failover Tested Remote Hosting Services Environment**	**$200,000**	**$20,000**	**$180,000**
5.1	Remote Hosting Services System Cutover Plan	$50,000	$5,000	$45,000
5.2	Delivery of Remote Hosting Services System Management Training	$0	$0	$0
6.1	SLA for JHIS Remote Hosting Services	$0	$0	$0
6.2 (Key)	**Replacement Agreement for JHIS**	**$175,000 (Reflects Cumulative Holdback Amounts)**	**$0**	**$175,000**
	Subtotal Deliverables Under Amendment Number Six			**$1,750,000**

XV. Contract Sum $39,687,098

Attachment 2

Supplements to Exhibit C (Project Schedule)

[see attached]

ATTACHMENT 2

SUPPLEMENTS TO EXHIBIT C (PROJECT SCHEDULE)

Added by Amendment No. 6

Attachment 2
SUPPLEMENTS EXHIBIT C (PROJECT SCHEDULE)

Exhibit C (Project Schedule), as last amendment by Amendment No. 1, is amended to add the following immediately after the last Deliverable (Deliverable 15.3 (Key) Production Use of Custom Programming Modification) listed thereon:

I. Delivery Schedule for Deliverables Under Amendment No. 6

Deliverable	Description	Weeks After Amendment No. 6 Effective Date
1.1	Project Control Document (PCD)	1
1.2	Project Status Reports	Monthly
2.1 (Key)	**Technical Assessment Report**	**4**
3.1	Confirmation of Procured Networking Equipment and Communications Infrastructure	4
3.2	Installed and Configured Networking Equipment and Communications Infrastructure	12
3.3	Confirmation of Procured Remote Hosting Services Data Center Hardware and Operating Software	5

Added by Amendment No. 6

Jail Health Information System - JHIS

Attachment 2 – Supplements to Exhibit C (Project Schedule)

Deliverable	Description	Weeks After Amendment No. 6 Effective Date
3.4 (Key)	**Installed and Configured Remote Hosting Services Data Center Hardware and Operating Software**	**16**
4.1	Remote Hosting Services Environment Ready for Testing	18
4.2	Regression Tested Remote Hosting Services Environment	22
4.3	System Tested Remote Hosting Services Environment	26
4.4 (Key)	**Failover Tested Remote Hosting Services Environment**	**27**
5.1	Remote Hosting Services System Cutover Plan	28
5.2	Delivery of Remote Hosting Services System Management Training	28
6.1	SLA for JHIS Remote Hosting Services	10
6.2 (Key)	**Replacement Agreement for JHIS and completion of all other deliverables**	**28**

Added by Amendment No. 6

Attachment 3

Supplements to Schedule II (Maintenance Fees Schedule) to Exhibit D (Schedule of Maintenance)

[see attached]

ATTACHMENT 3

SUPPLEMENTS TO SCHEDULE II TO EXHIBIT D (SCHEDULE OF MAINTENANCE)

Added by Amendment No. 6

Attachment 3 Supplements to Schedule II to Exhibit D (Schedule of Maintenance)

Schedule II (Maintenance Fee Schedule) to Exhibit D (Schedule of Maintenance), as last amended under Amendment No. 2, is hereby supplemented with the following:

I. SYSTEM SOFTWARE

A. OPERATING SOFTWARE INSTALLED ON DEVELOPMENT AND PRODUCTION HARDWARE

PART NO.	DESCRIPTION	QTY	MTHLY COST	TOTAL COST AUG 11, 2011 to FEB 10, 2012
QL-23EAQ-AA-UD	MNT: NAS 200 SW V/A LPS	2	195.30	1,171.80
QL-MT2AQ-AA-UD	MNT: OVMS Alpha UNL LPS	1	276.15	1,656.90
QL-MUZAG-AA-UD	MNT: VMScluster \, /A LPS	2	191.10	1,146.60
QL-OYPAG-AA-PS	MNT: SLS LIB MGR V/A LPS	1	275.36	1,652.18
QL-2A1AG-AA-UD	MNT: Vol Shadow v/A LPS	2	111.30	667.80
QL-2A1AQ-AA-UD	MNT: Vol Shadow I'A LPS	2	436.80	2,620.80
QL-MT1AG-6M-UD	MNT: OVMS Alpha 3AS SSS	7	95.55	573.30
QL-MT1AQ-6B-UD	MNT: OVMS A BM. ASVR 8400 DUAL	1	205.80	1,234.80
QL-MT1A9-6J-PS	MNT: OVMS SMP Ext 82/8400 2XLP	2	162.23	973.35
QL-MUZAQ-AA-PS	MNT: VMScluster WA LPS	2	554.40	3,326.40
QA-03XAA-H8-UD	MNT: SW LP LIB VA	2	527.10	3,162.60
QC-AMOAG-A3	MNT: MultiNet for AXP CPak Dep	2	244.86	1,469.16
QB-PERFMGR-CONSOL	MNT: BMC Perform ance Manager	1	216.85	1,301.08
QB-PERFMGR-CONSOL	MNT: BMC Perform ance Manager	1	253.60	1,521.58
QL-23EAQ-AA-PS	MNT: NAS 200 SW V/A LPS	2	626.33	3,757.95
QL-2A1AQ-AA-PS	MNT: Vol Shadow \NA LPS	2	463.05	2,778.30
QB-5KD0B-1C	MNT: PATROL for Oracle OVMS -	1	334.10	2,004.60
QB-5KO0B-1C	MNT: BMC Performance Manager	2	132.76	796.57

Jail Health Information System - JHIS

Attachment 3 – Supplements to Schedule II to Exhibit D (Schedule of Maintenance)

I-REPORT	MNT: Softview V6..x Report Modu	2	531.30	3,187.80
I-REPORT	MNT: Softview V6.(Report Modu	1	265.65	1,593.90
QL-MT1AQ-6B-UD	MNT: OVMS A BA S ASVR 8400 DUAL	1	100.80	604.80
QC-001AZ-00	MNT: Cerner Print Services SW	1	495.41	2,972.47
QA-MT1AA-H8-UD	MNT: OM: OVMS AXP Media & Doc,	2	54.60	327.60
QL-OYPAG-AA-UD	MNT: SLS LIB MG 1 V/A LPS	2	123.90	743.40
QL-OYQAG-AA-UD	MNT: SLS MGR RMT V/A LPS	1	149.10	894.60
QL-MT3A9-BG-UD	MNT: OVMS/A Dis IA 32 USER LP	1	32.55	195.30
QL-MUZAQ-AA-UD	MNT: VMScluster \ /A LPS	2	522.90	3,137.40
QL-OYPAG-AA-PS	MNT: SLS LIB MGR V/A LPS	1	81.55	489.32
QL-OYQAG-AA-PS	MNT: SLS MGR RMT V/A LPS	1	149.89	899.33
QL-23EAG-AA-PS	MNT: NAS 200 SW V/A LPS	1	163.28	979.65
QL-23EAG-AA-UD	MNT: NAS 200 SW V/A LPS	1	107.10	642.60
QL-MT1A9-6J-UD	MNT: OVMS SMP Ext 82/8400 2XLP	2	67.20	403.20
QL-2A1AG-AA-PS	MNT: Vol Shadow VA LPS	2	324.98	1,949.85
QL-MT1AG-6M-PS	MNT: OVMS Alpha 3AS SSS 4000/4	7	242.55	1,455.30
QL-MT1AQ-6B-PS	MNT: OVMS A BAS ASVR 8400 DUAL	2	485.10	2,910.60
QL-MT2AQ-AA-PS	MNT: OVMS Alpha UNL LPS	1	301.61	1,809.68
QL-MT3A9-BG-PS	MNT: OVMS/A Dis IA 32 USER LP	1	113.51	681.03
QL-MUZAG-AA-PS	MNT: VMScluster \ /A LPS	2	204.75	1,228.50
QC-VSGA9-AA	MNT: VSG Internet Encryption S	1	179.32	1,075.91
QC-AMOAQ-A4	MNT: MultiNet for *FXP* CPak Ent	2	450.43	2,702.57
QC-OREA9-B7	MNT: Oracle RT for Repos Defi	1	4,487.72	26,926.33
QB-5KDOB-1C	MNT: PATROL for Oracle OVMS -	2	385.43	2,312.60
QB-5K00B-1C	MNT: BMC Performance Manager	1	211.45	1,268.69
QB-PERFMGR-SRV-DT	MNT: BMC Performance Manager	1	130.10	780.57
Total Monthly System Software Maintenance				

Added by Amendment No. 6

Jail Health Information System - JHIS

Attachment 3 – Supplements to Schedule II to Exhibit D (Schedule of Maintenance)

Support Fees for Operating Software installed on Development and Production Hardware - Aug 11, 2011 to Feb 10, 2012 **$15,664.79**

Total Six-Month System Software Maintenance Support Fees for Operating Software installed on Development and Production Hardware - Aug 11, 2011 to Feb 10, 2012 **$ 93,988.76**

B. APPLICATION SOFTWARE

PART NO.	DESCRIPTION	QTY	MTHLY TOTAL COST	TOTAL COST - AUG 11, 2011 to FEB 10, 2012
PA-20070S	General Laboratory	1	5,637.16	33,822.94
RA-20130S	RadNet	1	10,581.15	63,486.93
OC-20540S	PowerChart/ Medical Data Repository	1	44,894.27	269,365.64
40276	Patrol KM for Cerner Millenium	1	446.67	2,680.02
MR-20400S	Health Information Management	1	3,073.89	18,443.31
PH-20160S	Inpatient Pharmacy	1	11,075.18	66,451.08
CA-22495S	CareNet - Patient Tracking	1	3,999.38	23,996.26
CA-22490S	CareNet - Care Coordination	1	3,807.89	22,847.33
CA-22475S	CareNet - Care Documentation	1	3,807.89	22,847.33
CA-20355S	CareNet - Order Management	1	3,999.38	23,996.26
CA-20360S	CareNet - Scheduling Management	1	3,999.38	23,996.26
PL-20003S	Risk Manager	1	6,008.63	36,051.75
PL-20030S	Financial Profiling	1	494.01	2,964.09

Application Software - Total Monthly System Software Maintenance Support Fees - Aug 11, 2011 to Feb 10, 2012 **$ 101,824.86**

Application Software - Total Six-Month System Software Maintenance Support Fees - Aug 11, 2011 to Feb 10, 2012 **$ 610,949.18**

Added by Amendment No. 6

Attachment J-4

JHIS Remote Hosting Services Preparation and Readiness

[see attached]

ATTACHMENT J-4

SUPPLEMENTAL STATEMENT OF WORK

JHIS REMOTE HOSTING SERVICES PREPARATION AND READINESS

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INTRODUCTION: SCOPE OF WORK

Capitalized terms used without definition have the meanings given to such terms in Agreement No. 71710, dated as of August 11, 1998 (as amended and together with all Exhibits, Schedules, Attachments and Annexes thereto, hereinafter "Agreement"), between the County of Los Angeles (COUNTY) and Cerner Corporation (CONTRACTOR) for the Jail Health Information System (as further defined in the Agreement, "JHIS" or "System").

This Attachment J-4 to Exhibit J is the Supplemental Statement of Work to prepare for and ensure operational readiness for implementation of Contractor's provision of remote hosting services with respect to JHIS, roughly as defined in Exhibit D (Service Level Agreement) to Agreement No. 77285, dated as of June 1, 2010 (as amended and together with all Exhibits, Schedules, Attachments and Annexes thereto, the "PEMRS Agreement"), for a Probation Electronic Medical Records System (as further defined in the PEMRS Agreement, "PEMRS") for the benefit of COUNTY and, more specifically, its Probation Department, with such changes to such Exhibit D to the PEMRS Agreement as are contemplated in Amendment Number Six to the Agreement (Amendment No. 6) and in this Attachment J-4 (collectively, "Remote Hosting Services") and defines the scope of work to be performed under this Amendment No. 6.

Without limiting the foregoing, Remote Hosting Services include the facility management, network management, system management, database management, and interface management services to operate JHIS continuously 24 hours per day, 7 days per week, every day of each year hosted at the CONTRACTOR's high availability, Tier 4 Data Center. As used in this Attachment J-4, "Networking Equipment" and "Communications Infrastructure" shall consists of all the CONTRACTOR network equipment, software, and console systems, Local Area Network (LAN) and Wide Area Network (WAN) circuits required for Remote Hosting Services.

The scope of work incorporates all of the Tasks, Deliverables, and services necessary to prepare the Remote Hosting Services environment for transition from the current client-hosted JHIS at Sheriff's Data Center to remote-hosted JHIS at CONTRACTOR's Data Center. CONTRACTOR shall prepare a project plan, conduct a technical assessment, order, install, and configure hardware, system software, and networking equipment and communications infrastructure required for the Remote Hosting Services environment, prepare the Remote Hosting Services environment for testing, conduct regression testing, full system testing, and failover testing in conjunction with COUNTY. Upon successful completion of testing, CONTRACTOR shall prepare a Remote Hosting Services cutover plan and deliver Remote Hosting Services system management training to COUNTY staff. Upon successful completion of the Tasks and Deliverables as defined in this Attachment J-4 and approval by COUNTY in accordance with the Agreement, CONTRACTOR and COUNTY shall be ready for conversion and cutover of JHIS from Sheriff's Data Center to CONTRACTOR'S Data Center.

CONTRACTOR shall conduct weekly status reporting and project management meetings with COUNTY's project staff in accordance with schedules and agendas established collaboratively by COUNTY's Project Manager and CONTRACTOR's Project Manager. These meetings shall be conducted in a communications format agreed upon by COUNTY's and CONTRACTOR's Project Managers.

TASK 1: PROJECT PLANNING AND ADMINISTRATION

CONTRACTOR shall develop a Project Control Document (hereafter "PCD") that shall include, without limitation, a detailed work plan, work breakdown structure, milestone chart, Gantt chart, communication plan, the CONTRACTOR's project organization and staffing. CONTRACTOR shall develop and maintain a critical path analysis for the project. COUNTY will provide logistical support for work and events required by this TASK 1 when conducted in Los Angeles County. CONTRACTOR shall manage project activities and its resources and track project status. Project Status Reports shall be prepared on a monthly basis by CONTRACTOR reporting plans, progress, and issues tracked against the PCD.

Subtask 1.1: Prepare Project Control Document (PCD)

CONTRACTOR shall review, document, clarify and refine all project goals and the assignment of goals to project resources. This process shall ensure that all involved parties have clearly understood and agreed upon all project goals and COUNTY responsibilities for governance and participation in the project effort. In collaboration with the Sheriff, CONTRACTOR shall develop a PCD that addresses, without limitation, the following:

1. The scope and objectives.
2. The expected roles and responsibilities of CONTRACTOR and COUNTY project organizations and a communication strategy for sharing the context and vision of the project to the project team members at large.
3. The composition of the project team and how the project team shall communicate with and collaborate with components of project governance.
4. The project organization and the roles and responsibilities of the project team members.
5. The technology strategy, including Domains and hosting strategy.
6. The project communication plan.

7. The security strategy and requirements, including physical, administrative and technical elements and the divisions of security roles and responsibilities between CONTRACTOR and COUNTY.
8. The detailed project plan including, without limitation, start and end dates for all Tasks and Subtasks specified in this Statement of Work, the work breakdown structure, Task dependencies, and assignments by Task and Subtask.

CONTRACTOR shall develop this PCD consistent with this Statement of Work. CONTRACTOR shall specifically address each Task and Subtask to be performed, the order in which CONTRACTOR shall perform the Tasks and Subtasks and the order in which CONTRACTOR shall produce the Deliverables specified in this Statement of Work. For each Task and Subtask, CONTRACTOR shall define and describe in detail the recommended involvement of COUNTY's staff that is necessary for successful completion of such Task or Subtask. CONTRACTOR shall formally present the PCD to the Sheriff.

Deliverable 1.1: Project Control Document (PCD)

The Project Control Document shall document the components listed in Items 1 – 8 of Subtask 1.1 described above together with any other items identified for inclusion by agreement of COUNTY's Project Director and CONTRACTOR's Project Director. Upon approval by COUNTY in accordance with Subparagraph 2.4 of the body of the Agreement, the Project Control Document shall automatically supplement Exhibit C (Project Schedule), as amended by Amendment No. 6.

Subtask 1.2: Perform Project Administration

CONTRACTOR shall manage project activities and its resources and track project status. This Subtask shall include, without limitation, reporting the results with COUNTY participants as designated in the PCD, and managing and tracking all progress and issues against the PCD. It shall also include, without limitation, the management of project and software change control processes. CONTRACTOR shall report project status on a regular basis. CONTRACTOR shall include, without limitation, updates to the PCD in the project status reporting. CONTRACTOR shall participate in regular project status meetings, including, without limitation, meetings with Sheriff that shall take place no less frequently than monthly.

CONTRACTOR shall manage the communication process which shall include, without limitation, monthly project status reports. These monthly project status reports shall include, as a minimum, identification and comparison of the project plan to the project sta-

tus, including without limitation any updates in the critical path or projected delivery schedules.

Through an on-going quality assurance process, CONTRACTOR shall assess COUNTY's satisfaction and report any project risks or problems identified as part of the quality assurance process, as well as when relevant risk mitigation, risk emergence, and recommended COUNTY and CONTRACTOR risk mitigation actions. The project status reports prepared by CONTRACTOR shall be used to document the results of this ongoing quality assurance process.

CONTRACTOR shall update the applicable sections of the PCD monthly as part of the project status reports (Deliverable 1.2 Project Status Reports).

Deliverable 1.2: Project Status Reports

As described in Subtask 1.2, CONTRACTOR shall prepare and present to the Sheriff a project status report to report project progress, plans, and outstanding issues, no less frequently than monthly.

The project status report shall include, without limitation, the following:

1. Project Progress and Plans, with actual status of schedule and budget
2. Updates to the PCD and critical path analysis
3. Issue Tracking and Change Control Process
4. Project Schedule
5. Readiness Assessments
6. Project risks identified through the quality assurance process.

TASK 2: TECHNICAL ASSESSMENT

Under this Task, CONTRACTOR shall produce a Technical Assessment Report that documents the current technical state and environment of JHIS, the results of a network survey identifying communications hardware requirements with Remote Hosting Services, and the impact of an analysis of current utilization statistics and capacity of the current JHIS infrastructure. CONTRACTOR shall assess and document the Wide Area Network (WAN) design and the technical and system software architecture to the extent necessary to enable CONTRACTOR to provide the Remote Hosting Services for JHIS. As part of this Task, CONTRACTOR shall identify impact points that address System capabilities to be provided by COUNTY that may affect the timely and successful migration of JHIS, including without limitation any issues associated with COUNTY's hardware and software to be used to connect with and use JHIS with Remote Hosting Services implementation such as without limitation LAN/WAN, available bandwidth, and the help desk, whether supplied by COUNTY or CONTRACTOR.

Subtask 2.1: Conduct Technical Assessment for Remote Hosting Services

With participation by COUNTY as provided in the PCD, CONTRACTOR shall conduct a technical assessment of the current JHIS technical environment and requirements to support Remote Hosting Services implementation including, but not limited to, a network survey, COUNTY JHIS infrastructure requirements, and Remote Hosting Services hardware and operating system software requirements based upon current and projected utilization statistics and capacity needs. CONTRACTOR shall prepare an assessment inventory survey instrument and assist COUNTY in completion of the assessment survey. The technical assessment inventory survey shall include without limitation the following:

(a) An assessment of the Application Software including all custom processes, operations jobs, and scripts as well as issues with performance and outages,

(b) A back-end assessment including domain, host, storage information, and performance data. The assessment shall also provide an inventory of all inbound foreign system interfaces, outbound foreign system interfaces, and MDI interfaces.

(c) A database assessment including a database inventory, database management processes, and external connections to the database.

CONTRACTOR shall analyze, document, and review findings of the assessment. Upon approval of Deliverable 2.1, Technical Assessment Report, CONTRACTOR shall proceed with Task 3.

Deliverable 2.1: Technical Assessment Report

CONTRACTOR shall deliver and present to COUNTY a Technical Assessment Report identifying the findings and impact of the survey and assessment activities conducted in Subtask 2.1. All the technical assessments required for the implementation of Remote Hosting Services shall be incorporated in the Technical Assessment Report.

TASK 3: PROCUREMENT, INSTALLATION, AND CONFIGURATION OF NETWORKING EQUIPMENT AND COMMUNICATIONS INFRASTRUCTURE AND DATA CENTER HARDWARE AND OPERATING SOFTWARE

Under this Task, CONTRACTOR shall procure, install, and configure the Networking Equipment and Communications Infrastructure required to support JHIS Remote Hosting Services at the CONTRACTOR's Data Center. CONTRACTOR shall also procure, install, and configure the required server hardware, operating software, and other components required to support Remote Hosting Services implementation of JHIS at the CONTRACTOR's Data Center. CONTRACTOR shall procure and pre-configure all hardware to be installed at COUNTY sites before delivery. COUNTY shall install hardware at COUNTY sites with assistance from CONTRACTOR. The sizing of the Networking Equipment and Communications Infrastructure, hardware, and other components installed as part of this Task shall be based upon the findings of the Technical Assessment Report, Deliverable 2.1. All the activities required to configure the Networking Equipment and Communications Infrastructure, hardware, and operating software required for Remote Hosting Services implementation shall be performed as part of this Task.

Subtask 3.1: Procure Networking Equipment and Communications Infrastructure

CONTRACTOR shall procure primary and secondary Networking Equipment and Communications Infrastructure for the Wide Area Network (WAN) connectivity based upon the Technical Assessment Report identifying network requirements in support of the Remote Hosting Services migration. All related Networking Equipment and Communications Infrastructure components shall also be procured and delivered at COUNTY and CONTRACTOR sites. The configuration shall include all Networking Equipment and Communications Infrastructure required at COUNTY site to ensure redundancy and continuity of operations with a Telco Circuit failure.

Deliverable 3.1: Confirmation of Procured Networking Equipment and Communications Infrastructure

As described in Subtask 3.1, CONTRACTOR shall order primary and secondary Networking Equipment and Communications Infrastructure components for CONTRACTOR and COUNTY sites providing a network infrastructure ready for installation and configuration in support of JHIS Remote Hosting Services. CONTRACTOR shall provide writ-

ten confirmation to COUNTY that the procurements have been placed consistent with the technical assessment findings.

Subtask 3.2: Install and Configure Networking Equipment and Communications Infrastructure

CONTRACTOR shall install and configure primary and secondary Networking Equipment and Communications Infrastructure for the Wide Area Network (WAN) connectivity based upon the Technical Assessment Report identifying network requirements in support of the Remote Hosting Services migration at CONTRACTOR sites. All related Networking Equipment and Communications Infrastructure components shall also be installed and configured at CONTRACTOR sites. CONTRACTOR shall pre-configure all Hardware for COUNTY sites and deliver to COUNTY for installation by COUNTY. CONTRACTOR shall provide any assistance required by COUNTY in support of installation. The configuration shall ensure redundancy and continuity of operations with a Networking Equipment and Communications Infrastructure failure. Upon completion of this Subtask, the WAN and associated communications infrastructure in support of Remote Hosting Services shall be operationally ready to support testing Subtasks as defined in Task 4.

Deliverable 3.2: Installed and Configured Networking Equipment and Communications Infrastructure

As described in Subtask 3.2, CONTRACTOR shall install and configure primary and secondary Networking Equipment and Communications Infrastructure and related components at CONTRACTOR sites. CONTRACTOR shall pre-configure, deliver to COUNTY all hardware required at COUNTY sites, and provide installation assistance to COUNTY. Upon completion of the TASK, the network infrastructure shall be ready for JHIS Remote Hosting Services testing and implementation.

Subtask 3.3: Procure Remote Hosting Services Data Center Hardware and Operating Software

CONTRACTOR shall procure server hardware, Storage Area Network (SAN), operating software, and other infrastructure components required for preparation of the Remote Hosting Services environment for testing and implementation based upon the Technical Assessment Report identifying infrastructure requirements in support of the Remote Hosting Services migration. CONTRACTOR shall procure all required components for

CONTRACTOR and COUNTY sites. Upon completion of this Subtask, the hardware and operating software environment for Remote Hosting Services shall be ready for delivery, installation, and configuration as defined in Subtask 3.4.

Deliverable 3.3: Confirmation of Procured Remote Hosting Services Data Center Hardware and Operating Software

As described in Subtask 3.3, CONTRACTOR shall procure server hardware, SAN environment, operating software, and associated infrastructure components in support of JHIS Remote Hosting Services. CONTRACTOR shall provide written confirmation to COUNTY that the procurements have been placed consistent with the technical assessment findings.

Subtask 3.4: Install and Configure Remote Hosting Services Data Center Hardware and Operating Software

CONTRACTOR shall install and configure the hardware, operating software, and other infrastructure components required for preparation of the Remote Hosting Services environment. CONTRACTOR shall rack and install the server hardware. CONTRACTOR shall install the base operating software (OpenVMS) on the server hardware. CONTRACTOR shall also install and configure file systems, Storage Area Network (SAN), Oracle database, and other operating software components required for JHIS. For hardware and operating software required at COUNTY sites, CONTRACTOR shall pre-configure and deliver to COUNTY and assist COUNTY with installation. Upon completion of this Subtask, the Hardware and Operating Software environment for Remote Hosting Services shall be fully prepared and ready for installation of the Application Software and related JHIS application environmental software in support of Remote Hosting Services.

Deliverable 3.4: Installed and Configured Remote Hosting Services Data Center Hardware and Operating Software

As described in Subtask 3.4, CONTRACTOR shall deliver a fully configured server hardware, SAN environment, and associated infrastructure components in support of JHIS Remote Hosting Services testing and implementation. All operating software, including but not limited to OpenVMS and the Oracle database, shall be fully configured and ready for installation of the Application Software and related JHIS application environment software as identified in Task 4.

TASK 4: REMOTE HOSTING SERVICES ENVIRONMENT PREPARATION AND TESTING

Under this Task, CONTRACTOR shall take all the steps required to create the mock domain environment on the Remote Hosting Services environment inclusive of all components of the JHIS application. Subsequent to the successful completion of the environment preparation Subtask, the Remote Hosting Services environment will be ready for testing. Several testing phases will be conducted by CONTRACTOR in conjunction with COUNTY. Testing stages consist of regression testing, full system testing, and failover testing. Upon successful completion of all Subtasks, the Remote Hosting Services environment will be ready for conversion and cutover to Full Production Use. CONTRACTOR will maintain a system in complete sync with current COUNTY system. This sync includes archive logs and schema changes. An upgrade will be performed by CONTRACTOR to the COUNTY database from its present Oracle 8i version to a minimal Oracle 9i version. This Oracle upgrade must be performed before any mock domain establishment can occur.

Subtask 4.1: Prepare Environment for Testing

CONTRACTOR shall prepare the Remote Hosting Services environment for testing. All JHIS application environmental items will be copied by COUNTY to a portable storage device provided by CONTRACTOR. These items include, but are not limited to, the database, Application Software, Interfaces, and other JHIS environmental items required for a fully functional JHIS system. CONTRACTOR shall provide COUNTY detailed instructions and assist in the copy of all JHIS application environmental items.

CONTRACTOR shall create the JHIS mock domain environment on the Remote Hosting Services hardware at CONTRACTOR's Data Center. CONTRACTOR shall utilize the portable storage device to unload and create the initial testing domain. CONTRACTOR shall build out the file system and configure the mock domain. CONTRACTOR shall also create a standby database and install the CONTRACTOR's Disaster Recovery Toolkit to keep the database synchronized with JHIS current production system using archive logs synchronized with the current production system periodically based upon transaction volumes. All activities required to prepare the mock domain for testing will be completed as part of this Subtask.

Deliverable 4.1: Remote Hosting Services Environment Ready for Testing

CONTRACTOR shall certify in writing that the Remote Hosting Services mock domain is fully configured with all JHIS application environmental items and ready for testing, as described in Subtask 4.1. CONTRACTOR shall prepare the certification and deliver to COUNTY.

Subtask 4.2: Support Regression Testing

CONTRACTOR shall support COUNTY by providing technical assistance and resolving problems identified during the regression testing of the JHIS Remote Hosting Services system to ensure that the copy of JHIS Application Software and other application environmental items function properly in the Remote Hosting Services system. The regression testing shall provide an initial test of all components of the application including Application Software modules, printers, Interfaces, operations jobs, custom code and reports, and all other components of JHIS.

Deliverable 4.2: Regression Tested Remote Hosting Services Environment

CONTRACTOR shall certify in writing that the Remote Hosting Services regression testing of all JHIS components has been successfully completed as described in Subtask 4.2. CONTRACTOR shall prepare and deliver to COUNTY the certification for completion of the regression testing.

Subtask 4.3: Support Full System Testing

CONTRACTOR shall assist COUNTY in conducting full system testing of the JHIS Remote Hosting Services system to ensure that all components of JHIS are fully functional in the this environment. The system test will fully test all components of the Application Software modules, printers, Interfaces, operations jobs, custom code and reports, and all other components of JHIS. Any problems encountered will be logged with CONTRACTOR and CONTRACTOR shall resolve the issues, modify the environment, and support COUNTY in re-testing.

Deliverable 4.3: System Tested Remote Hosting Services Environment

CONTRACTOR shall certify in writing that the Remote Hosting Services system testing of all JHIS components has been successfully completed as described in Subtask 4.3. CONTRACTOR shall prepare the certification and deliver to COUNTY.

Subtask 4.4: Conduct Failover Testing

CONTRACTOR, in conjunction with COUNTY, shall conduct a failover test to test failure of both Remote Hosting Services hardware and the Networking Equipment and Communications Infrastructure network. The failover testing shall create simulated events of database, Application Software, and network failures to ensure that all components are configured appropriately to support failover. All Remote Hosting Services hardware and the Networking Equipment and Communications Infrastructure shall have redundant components including, but not limited to, servers, network circuits, and network equipment. Failover testing shall be conducted to ensure that none of these components are a single point of failure and all components failover without system downtime. Upon completion of this Subtask, CONTRACTOR shall have demonstrated that failover functions as designed and that end users have the least amount of impact should a failover event occur in JHIS upon Production Use with Remote Hosting Services implementation.

Deliverable 4.4: Failover Tested Remote Hosting Services Environment

CONTRACTOR shall certify in writing that the Remote Hosting Services failover testing of server hardware and the Networking Equipment and Communications Infrastructure has been successfully completed as described in Subtask 4.4. CONTRACTOR shall prepare and deliver to COUNTY the certification for the Remote Hosting failover testing.

TASK 5: CUTOVER TRANSITION PLANNING

TASK 5 of this Statement of Work describes the Subtasks and Deliverables necessary to plan the actual cutover to Remote Hosting Services and train COUNTY staff in Remote Hosting Services system management. This Task completes all the preparatory tasks prior to actual cutover to JHIS Remote Hosting Services Production Use.

Subtask 5.1: Prepare Remote Hosting Services System Cutover Plan

CONTRACTOR shall prepare a detailed plan for JHIS conversion and cutover to Remote Hosting Services at CONTRACTOR's Data Center. CONTRACTOR shall document in the cutover plan all the specific activities required to make the final transition to Production Use of JHIS at CONTRACTOR's Data Center. Both CONTRACTOR and COUNTY responsibilities shall be delineated in the System Cutover Plan. The duration of each task shall be specified. The cutover plan shall include, but not limited to, the steps required for a graceful shutdown of JHIS at COUNTY's Data Center, the switch of all desktop devices and intranet links to connect to the new Remote Hosting production domain, the application of all database archive logs to the Remote Hosting standby database, connection of all Interfaces to the new Remote Hosting production domain, and turnover of the new Remote Hosting system to end users for Production Use. The cutover plan shall also identify all outstanding issues that must be resolved and corrective action required prior to Remote Hosting cutover to Production Use.

Deliverable 5.1: Remote Hosting Services System Cutover Plan

As described in Subtask 5.1, CONTRACTOR shall document, deliver and present a comprehensive Remote Hosting Services System Cutover Plan to COUNTY for review and approval.

Subtask 5.2: Conduct Remote Hosting Services System Management Training

CONTRACTOR shall prepare training materials and train COUNTY staff in JHIS system management in a Remote Hosting Services production environment. The roles and responsibilities of COUNTY staff in managing JHIS under the new Remote Hosting Services environment will be delivered by CONTRACTOR in the on-site training. CONTRACTOR shall identify and document Remote Hosting Services system man-

agement practices in the training materials. Specific topics shall include, but not limited to, technical support, network, support tools, Citrix overview, security, printing, and conversion preparation.

Deliverable 5.2: Delivery of Remote Hosting Services System Management Training

As described in Subtask 5.2, CONTRACTOR shall deliver training materials and two on-site training sessions to COUNTY for JHIS system management in the Remote Hosting Services environment.

TASK 6: PREPARATION OF REPLACEMENT AGREEMENT DOCUMENTS FOR JHIS

Task 6 of this Statement of Work describes the Subtasks and Deliverables necessary to prepare a replacement agreement for JHIS based upon the Remote Hosting Services model. The cost components of the replacement agreement for Remote Hosting Services shall not exceed the pricing set forth in Attachment J-4A. The replacement agreement documents and, in particular but without limitation the Service Level Agreement (SLA), developed by CONTRACTOR and COUNTY shall be consistent with the PEMRS Agreement to the maximum extent possible subject to resolution and agreement of the terms and conditions identified in Attachment J-4B related to service levels for Remote Hosting Services and as otherwise set forth in Section 5 (Incorporation of Recitals; Amendment No. 6 Covenants) to Amendment No. 6. The preparation of the JHIS replacement agreement documents shall be completed consistent with Section 5 (Incorporation of Recitals; Amendment No. 6 Covenants) to Amendment No. 6. Upon completion of this Task, the replacement agreement for JHIS shall be ready for review and approval by the COUNTY Board of Supervisors.

Subtask 6.1: Prepare an SLA Exhibit for JHIS Remote Hosting Services

COUNTY and CONTRACTOR shall prepare and negotiate in good faith an SLA for Remote Hosting Services consistent with Section 5 (Incorporation of Recitals; Amendment No. 6 Covenants) to Amendment No. 6. Exhibit D (Service Level Requirements) to the PEMRS Agreement shall be used as a baseline SLA with modifications to address and resolve the terms and conditions identified in Attachment J-4B, subject to the pricing and pricing assumptions defined in Attachment J-4A and as otherwise set forth in Section 5 (Incorporation of Recitals; Amendment No. 6 Covenants) to Amendment No. 6. Upon completion of this Subtask, an agreed-upon SLA shall have been prepared for the JHIS replacement agreement.

Deliverable 6.1: SLA for JHIS Remote Hosting Services

As described in Subtask 6.1, an SLA document shall be prepared in concert with COUNTY and delivered for the JHIS replacement agreement with Remote Hosting Services.

Subtask 6.2: Prepare a Replacement Agreement for JHIS

Upon completion of Subtask 6.1, COUNTY and CONTRACTOR shall prepare and negotiate in good faith the replacement agreement for JHIS, and all other related agreement documentation, including but not limited to a statement of work, project schedule, payment schedule, and maintenance and support exhibit, consistent with Section 5 (Incorporation of Recitals; Amendment No. 6 Covenants) to Amendment No. 6. All existing Application Software and Interfaces as well as all new mandatory and optional Application Software and Interfaces shall be within scope of the replacement Agreement for JHIS. Upon completion of this Subtask, the JHIS replacement agreement, together with all related agreement documentation, shall be ready for review and approval by the COUNTY Board of Supervisors.

Deliverable 6.2: Replacement Agreement for JHIS

As described in Subtask 6.2, a replacement agreement, inclusive of all related agreement documentation, shall be prepared and delivered for JHIS in concert with COUNTY ready for review and approval by the COUNTY Board of Supervisors.

ATTACHMENT J4-A. REMOTE HOSTING SERVICES PRICING.

Remote Hosting Services	Months 1 Through 12	Months 13 Through 24	Months 25 Through 36	Months 37 Through 48	Months 49 Through 60
Recurring Monthly Fees	$146,500	$150,895	$155,422	$160,085	$164,887
Total Annual Fees: 12 Month Period	$1,758,000	$1,810,740	$1,865,062	$1,921,014	$1,978,644

Fees above are for the first five years of the JHIS replacement agreement for Production Use of Remote Hosting Services. If the term of the replacement agreement is extended beyond the initial five year term, Remote Hosting Services will be renewed at the last monthly rate charged plus a no greater than 3% annual increase. For Remote Hosting Services fees prior to Production Use under the replacement agreement, see Attachment 1, Supplements to Exhibit B (Schedule of Payments), of Amendment No. 6 to the current Agreement.

Application Software included in Remote Hosting Services include CDR, Orders, Documentation, MAR, Registration, Scheduling, PowerPlans, PowerNote, CPDI - DX Based (Batch Capture), PathNet (Gen Lab, Micro), Inpatient Pharmacy, RadNet (Radiology Mgt.), Explicit Logon Infrastructure, Open Engine, ProFile, Auto Tester, and PowerInsight EDW. PACS is a current JHIS Application Software module excluded from Remote Hosting Services with short-term cache and application hardware hosted by COUNTY. CONTRACTOR will host the long-term PACS archive for COUNTY.

Based on the assumptions in the attached budgetary quote, Attachment J4-C (Cerner Budgetary Quote Technology-RHO (new add-ons) for Los Angeles County Sheriff's Department), for additional new and optional Application Software identified in the quote, Contractor agrees that related recurring Remote Hosting Fee increase will not exceed 11%. CONTRACTOR will honor the maximum 11% fee increase for a period of 18 months from execution of this Amendment No. 6. If any of the new and optional Application Software listed below are added after this period, CONTRACTOR will review and determine if additional fees are applicable. New and optional Application Software includes CareAware iBus, Adv Care Doc, ECG Imaging, ImageAware, PowerChart Maternity, PPOC (CareAdmin), Billing & A/R, XR Reporting, and 724 Downtime Viewer.

Other pricing assumptions include:

Up to 625 concurrent logons for Application Software other than PowerInsight Enterprise Data Warehouse with an additional maximum of 40 concurrent logons.

No limits on primary Millennium database storage (includes all storage for all Application Software except PACS and CPDI). PACS archive storage included in this arrangement assumes the current archive does not exceed 9TB in size with an annual growth rate of 3TB per year. Should growth rate exceed 3TB per year, additional fees will apply. Scope limits for the CPDI solution are 1.0 Terabyte of existing images and 300 Gigabytes of images added per year.

Includes all Oracle and Citrix licenses.

Includes (1) frame relay primary connection and (1) frame relay backup connection to single client point of presence and Remote Hosting Services technical support for installation of up to 1 new release Upgrade per year. Services provided by the CONTRACTOR for the upgrade include loading the new Millennium code release on the COUNTY's system and technical support associated with the technical infrastructure required to support the new release of Millennium. Costs for application user acceptance testing for the Upgrade are not included in the RHO fees listed above.

Disaster Recovery Services which are not part of the standard Remote Hosting Services (see Item No. 20 of Attachment J4-B) are not included in the RHO fees listed above.

Application Management Services (AMS) are not included in the RHO fees listed above.

ATTACHMENT J4-B. PEMRS SLA (EXHIBIT D) ITEMS FOR REVIEW AND MODIFICATION TO MEET JHIS SLA REQUIREMENTS

ITEM NO.		
1	Page D-1 to D-3; Defined terms "Change Management Plan", "Domain", "PLT", "RRD", and "System Stabilization Period".	Clarify and determine any required modifications or deletions to these defined terms within the context of JHIS.
2	Page D-4; Application Management Services.	Determine what AMS services are within scope for JHIS. See Item #34 for comments.
3	Page D-4; Reporting of Security Incidents	Need to review and possibly modify within context of JHIS security requirements. Possible language to add: "CONTRACTOR shall notify COUNTY's Project Manager upon reason to believe a security threat may exist to COUNTY data/information within 4 hrs of identification of the security threat. Following notification, "CONTRACTOR shall also report to COUNTY's Project Manager all other Security Incidents for which CONTRACTOR has knowledge that JHIS is subject to similar threats. Such reports shall include the nature of the incident, the steps taken to remediate the associated threat or vulnerability, and any residual risk."
4	Page D-5; COUNTY's support contacts.	Clarify and determine any required modifications within the context of JHIS.
5	Page D-5; CONTRACTOR's Millennium LDAP Authentication.	Need to review and modify or delete since not applicable to JHIS.

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6	Page D-5; COUNTY payments if Response Time and Availability Warranty assumptions in Schedule I exceeded.	Need to review and ensure that adequate parameters are included to accommodate growth over the term of the Agreement.
7	Page D-6, Section I.A(1); Interfaces support as part of Application Software.	Need to review within the context of existing JHIS Interfaces.
8	Page D-6, Section I.A(3); Use of Cerner.com	Need to review within the context of current and planned use of Cerner.com for JHIS.
9	Page D-7, Section I.A(3); Meeting service level commitments .... 95% of time for Severity Level 1 or 2.	Need to review the 95% rule and possibly modify within the context of JHIS
10	Page D-8, Section I.A(5): At CONTRACTOR's option and expenses, CONTRACTOR may perform Corrective Maintenance at COUNTY Facilty(ies).	Need to review and possibly modify within the context of JHIS.
11	Page D-10, Section I.A(6); Upgrades and Updates based upon changes in laws and regulations.	Need to review and possibly modify within the context of JHIS.
12	Page D-10, Section I.A(7); Applicable fees for Upgrades and Updates	Need to review and possibly modify within the context of JHIS
13	Page D-10, Section 1.A(8)(b); Approval by CONTRACTOR of changes in COUNTY WAN/LAN connectivity.	Need to review and possibly modify within the context of JHIS. Modifications to Sheriff's Data Network (SDN) cannot require CONTRACTOR approval unless directly related to points of demarcation, JHIS connectivity or WAN connectivity to CONTRACTOR.
14	Page D-11, Section 1.A(8)(f); Change Management Plan	Need to review within the context of JHIS and current change management processes.

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15	Page D-11, Section I.A(9); CONTRACTOR will not be responsible for the installation or retrofitting of those Upgrades and Updates to Application Software modules which contain modifications which CONTRACTOR has previously identified to COUNTY's Project Director in writing and in advance of making such modifications, as incompatible with Baseline Software.	Need to review within the context of JHIS and identify any specific modifications that will not be installed or retrofitted.
16	Page D-12, Section 1.A(10); Two (2) years prior written notification in the event CONTRACTOR intends to discontinue System Software Support of any Applications Software module.	Need to review and possibly modify to a minimum of three years.
17	Page D-12, Section I.B; System Maintenance Support fees commencing upon .... Production Use of Phase 1.	Need to review and modify within the context of JHIS since already in Production Use.
18	Page D-14, Section II.A(1); Domain strategy documented in Conceptual Design Document.	Need to review and possibly modify within the context of JHIS domain requirements. Conceptual Design Document is not relevant to JHIS.
19	Page D-14, Section II.A(3); CDC Physical Security requirements and reporting security incidents.	Need to review and possibly modify in conjunction other security items including Item #3.
20	Page D-15, Section II.A(4). Disaster Recovery requirements.	Need to review and possibly modify within the context of JHIS with consideration of the following: • Recovery Time Objective (RTO) of not more than 4 hours for CONTRACTOR to invoke the alternate data center and resume production operations; • Recovery Point Objective (RPO) of not more than 8 hours to limit amount of data loss; and Subject to inclusion of additional Disas-

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		ter Recovery services beyond those described below in this Item No. 20 (for which additional fees will apply) in the replacement agreement, discussions may include provisions for LASD to perform annual disaster recovery exercise, at the discretion of COUNTY Project Manager. CONTRACTOR will be required to remedy all issues identified in such exercise at no additional cost to COUNTY. CONTRACTOR'S technology center consists of multiple data centers. Each of these data centers has core infrastructure services, including telecommunications, power and security infrastructure in place. In the event of a disaster, an alternate data center will be invoked, with production computing systems being recovered first, followed by non-production computing systems. In a disaster situation, CONTRACTOR will use reasonable efforts to recover COUNTY systems as quickly as possible. CONTRACTOR offers defined recovery commitments for an additional fee. In the event of a disaster, an emergency response team will be mobilized. The system backups will be used to recover the production system in an alternate data center. Equipment (e.g., servers, storage) will be provisioned as quickly as possible, and recovery of COUNTY's production system will begin. As the COUNTY 's recovery processes complete, COUNTY will be notified to begin testing the recovered computing system in preparation to return the system to the end users.

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21	Page D-16, Section II.B(2): A single point of demarcation at COUNTY Facilities.	Need to review and possibly modify for inclusion of two points of demarcation.
22	Page D-17, Section II.C; Systems Operation Plan.	Need to review and possibly modify within the context of JHIS and not based upon PEMRS Systems Operations Plan.
23	Page D-18, Section II.C(1)(e); Provide external access via internet to Citrix servers for occasional access by COUNTY Users.	Need to review and possibly modify within the context of JHIS security.
24	Page D-19, Section II.C(2); Security Management – paragraphs (e), (f), (g), and (h).	Need to review and modify/delete provisions not applicable to JHIS because of security policy.
25	Page D-21, Section II.C(2). Paragraph (c) – facilitate printing excluding COUNTY-owned print servers required for local printing.	Need to review and possibly modify within the context of JHIS.
26	Page D-23, Section II.E(2); Identify and correct interface operational or performance problems in accordance with AMS.	Need to review and possibly modify within the context of JHIS use of AMS and existing Interfaces. If needed, AMS services would need to be included in the replacement agreement at an additional cost.
27	Page D-23 and D-24, Section II.F. Remote Hosting Terms and Fees.	Need to modify within the context of JHIS.
28	Page D-24, Section II.G. P2Sentinel Security Services terms and Fees.	Need to review and possibly modify within the context of JHIS migration and timing of P2Sentinel Security Services.
29	Page D-26, Section III; Number and frequency of Upgrades.	Need to review and modify within the context of JHIS for Upgrades every 12 to 18 months.

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30	Page D-26 and D-27, Section II.A(1); Documents incorporated by reference to ensure Upgraded System will perform in accordance with Specifications.	Need to review and possibly modify within the context of JHIS.
31	Page D-28, Section III.A(2)(a); Use of MethodM and Bedrock to Upgrades implemented.	These may not be relevant to JHIS and need to be reviewed and possibly modified or deleted.
32	Page D-28, Section III.A(2); Use of remote report distribution (RRD).	Need to review and possibly modify within the context of JHIS.
33	Page D-29, Section III.B; Upgrades Implementation Services Terms and Fees.	Need to review and possibly modify within the context of JHIS with consideration of the following: • Revise schedule to reflect JHIS software modules (Schedule II), hosting requirements based on negotiated service levels (Schedule III) and upgrades services fees (Schedule IV) • Define standard testing strategy for all LASD customizations to baseline COTS; • Discuss and agree to a maximum number of months for CONTRACTOR to complete an Upgrade and Discuss inclusion of provisions to ensure that Updates, i.e. patches and service packs, are applied timely and remain current with manufacturer recommendations.
34	Pages D-29 through D-35, Section IV; Application Management Services (AMS)	Need to review this entire section in terms of AMS services scope for JHIS. Likely modifications to AMS services include the following: 1. Exclude User Account Management. 2. Revise/reduce the Systems Opera-

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		tions Monitoring services based upon the desired JHIS support model. 3. Include System Content Management with some revisions in service descriptions. 4. Include Report Management with some reductions in services. 5. Revise/reduce the 2nd Level Help Desk Services based upon the desired JHIS support model. 6. Exclude Operations Management. 7. Consider additional AMS services applicable to JHIS. If needed, AMS services would need to be included in the replacement agreement at an additional cost.
35	Page D-35 through D-37, Section V; Change Management Process.	Need to review and possibly modify within the context of JHIS Change Management.
36	Page D-38, Section VI.A; Governance and Staffing.	Need to restructure based upon JHIS governance requirements.
37	Page D-39, Section VI.A(1)(e); Paragraph (ii).	Need to review and possibly modify within the context of JHIS.
38	Page D-40 and D-41, Section VI.A(2); Staffing.	Need to review and possibly modify staffing requirements by CONTRACTOR within the context of JHIS.
39	Page D-41, Section VI.B(1); Facilities paragraph (b).	Need to review and possibly modify within the context of JHIS CONTRACTOR requirements for COUNTY facilities and equipment.

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40	Page D-42, Section VI.C; Services (1) (a).	Need to review and possibly modify within the context of JHIS.
41	Page D-43, Section VI.C(1); Paragraphs (d), (e), and (j).	Need to review and modify/delete provisions within the context of JHIS security policies.
42	Page D-48, Schedule 1; Severity Level 1 and 2 resolution standards.	Need to review and possibly modify resolutions in the event that JHIS Severity 1 or 2 issues are not addressed. Recommend including the options to: • Invoke disaster recovery site, with COUNTY Project Manager approval, in the event that Severity 1 and 2 incidents are not addressed to COUNTY satisfaction within Resolution Time Standard. • Require CONTRACTOR staff, at discretion of COUNTY Project Manager, to be onsite to resolve Severity 1 and 2 incidents.
43	Page D-49 and D-50, Schedule 1; Response Time and Availability Service Level Commitment Assumptions.	Need to modify to incorporate JHIS service level commitments such as peak concurrent logons, image storage, and servers located at COUNTY facilities.
44	Page D-50, Schedule 1 Paragraph (a); Response Time Warranty.	Need to review and possibly modify within the context of JHIS.

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45	Page D-51, Schedule 1 Paragraph (b) (i); Response time for non-production domains.	Need to review and possibly modify within the context of JHIS non-production domains.
46	Page D-51, Schedule 1 Paragraph (3) (a); Availability Service Level Commitment Formula and Monitoring.	Need to review and possibly modify within the context of JHIS downtime requirements.
47	Page D-52, Schedule 1; Credits and Other Remedies.	Need to review and possibly modify within the context of JHIS with consideration of expanding credits to include failure to meet security requirements and failure to meet DR requirements. Actual DR services beyond those described in Item No. 20 to be discussed and included in replacement agreement if needed.
48	Page D-53, Schedule 1; Downtime Credits.	Need to review and possibly modify within the context of JHIS Downtime Requirements.
49	Page D-54, Schedule 1; Remedies Exclusive.	Need to review and possibly modify within the context of JHIS.
50	Page D-55 through D-60; Schedule II.	Need to modify the Schedule for JHIS.
51	Page D-61; Schedule III.	Need to modify the Schedule for JHIS.
52	Page D-62; Schedule IV.	Need to modify the Schedule for JHIS.
53	Page D-63; Schedule V.	Need to modify the Schedule for JHIS.

ATTACHMENT J4-C

CERNER BUDGETARY QUOTE

TECHNOLOGY-RHO (NEW ADD-ONS)

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Cerner Budgetary Quote
Technology - RHO (New add-ons)
for
Los Angeles County Sheriff's Department

CERNER BUDGETARY QUOTATION

Prepared For: Los Angeles County Sheriff's Department
12440 E Imperial Hwy 400 E
Norwalk, CA 90650 USA

Expiration Date: June 24, 2011

Contents

Summary of Purchase Price
Quote Assumptions

Quotes Included:
Technology - RHO (New add-ons) (1-4600852499-R-1)

Cerner Sales Contact Information

Name	Phone #	Email Address
Blake Beltramea	(816) 201-6047	blake.beltramea@cerner.com

Summary of Purchase Price

	System Purchase Price	Installation Fees	One-Time Fees	Monthly Fees	Monthly Support Fees	Prepaid Maintenance	Monthly Maintenance
Managed Services	-	-	30,000	15,000	-	-	-
TOTALS:	**0**	**0**	**30,000**	**15,000**	**0**	**0**	**0**

All Prices are in US Dollar (USD).

Total One-Time Fees:	**30,000**	**(USD)**
System Purchase Price Grand Total:	**30,000**	**(USD)**
First Year Managed Services Fees:	**180,000**	**(USD)**

Quote Assumptions

Quote	Assumption
Technology - RHO (New add-ons) (1-4600852499-R-1)	Note - Quoted RHO Fees are in addition to base or currently contracted RHO Fees. Add-on Applications: ---------- CareAware iBus, Adv Care Doc, ECG Imaging, ImageAware, PowerChart Maternity (with FetaLink), Mpages (no web services), PPOC (CareAdmin), Billing & A/R, XR Reporting, 724 Downtime Viewer Other Scope Limits: ---------- CareAware iBus: • (3) CareAware iBus Servers [(2) Production Servers and (1) Test Server] • Assumed to support up to 1,000 Device Connections (excludes fetal monitor or other wave form devices) • CareAware iBus servers owned and remotely managed by Cerner, but located at Client site. • Server(s) or other hardware needed to support client site devices (e.g., Welch Allyn, etc.) will be provided by Client or purchased separately. 7x24 Client Site Downtime Viewer: • (3) Servers [(2) Prod Servers and (1) Test Server] • Configuration estimated to support up to 150 Client-owned, on-site workstations that receive updates from 7x24 DT Viewer servers (each prod server assumed to support up to 75 devices) • Downtime Viewer servers are sized not to exceed 30 days Millennium historical/lookback data. • Servers owned and remotely managed by Cerner, but located at Client site. (All servers reside at single client location) • Client will support local 724 Access workstations requirements, including software configuration, code updates, etc. • RHO Services fees DO NOT include 724 Access Licenses, Golden Gate Licenses, monthly maintenance, or implementation. Client must purchase separately. ECG Imaging: • Storage: See ImageAware scope. • RHO Services does not include M-Gate Servers. M-Gate Servers will be owned and managed by Client. Additional Assumptions: ---------- - One-time fee due upon execution and Monthly fees begin upon agreement signing
Technology - RHO (New add-ons) (1-4600852499-R-1)	Other Assumptions: ImageAware Virtual Archive (i.e. CAMM): The ImageAware Virtual Archive is Cerner's remote hosted storage platform for images and other media. This platform allows clients to image-enable their EMR by storing all in-scope images and other media (for example, document imaging, ECG and other waveforms, wound care photos, dermatology photos, Pathology images, Hot Spot Dictation, etc.). Image Store Scope Limits: • (500) Gigabytes of Images added every twelve months (Note - Scope Limit based on 12 month rolling periods) • Fees do not include storage for historical images. Other Scope Limits and Assumptions: • ImageAware Virtual Archive will be utilized for all in scope RHO solutions requiring CAMM. • ImageAware Virtual Archive utilizes certain shared infrastructure components (i.e. servers and storage) with Client images distinctly separated with application security. • ImageAware Virtual Archive requires scheduled maintenance events for optimal performance. These maintenance events will occur approximately every quarter with a minimum of 28 days prior notice provided to Client. • Domains: Access to (1) Production and (1) Test Archive • ImageAware Virtual Archive solution will be kept within 2 releases of the most current available CAMM release. • Fees include the storage licenses/sublicenses, monthly maintenance and RHO Services hosting fees for the ImageAware Virtual Archive solution • Fees for the ImageAware Virtual Archive solution DO NOT include licenses/sublicenses, monthly maintenance, implementation services, or RHO Services fees required for specific imaging solutions (e.g., ProVision Document Imaging, Fetalink, Hot Spot Dictation, Cerner ProVision PACS, Cardiology PACS, Pathology, etc.) and would be purchased separately. • Existing Millennium telco connection(s) from CTC to Client site will be leveraged and upgraded as required to support Image viewing and transport of images from Client Site to CTC ImageAware Virtual archive. Fetal Monitoring: • (4) CareAware iBus Servers [(2) Production Servers and (2) Test Server] – in addition to existing iBus servers • Assumes less than 200 Fetal Monitors • ImageAware Virtual Archive scope to be utilized/leveraged. • MDBus servers owned and remotely managed by Cerner, but located at Client site. • Does not include context management software, RHO fees or implementation fees. While FetaLink and PowerChart Maternity are CCOW-enabled solutions, this is optional functionality to enhance the labor and delivery workflow that can be quoted when requested.

CERNER BUDGETARY QUOTATION

Prepared For: Los Angeles County Sheriff's Department
12440 E Imperial Hwy 400 E
Norwalk, CA 90650 USA

Expiration Date: June 24, 2011

MANAGED SERVICES

Solution Code	Description	Monthly Range	Term in Months	Monthly Fees	One-Time Fees
Quote: Technology - RHO (New add-ons) (1-4600852499-R-1)					
CFG_CMS	**CernerWorks**				
CTS-RHO1TIME	Remote Hosting (One-time Setup Fees)				30,000
CTS-RHORECUR	Remote Hosting (Recurring Fees)	1 to 120	120	15,000	

First Year Managed Services Fees: 180,000 (USD)

Total One-Time Managed Services Fees: 30,000 (USD)

CIO ANALYSIS

AMENDMENT NUMBER SIX TO AGREEMENT 71710 WITH CERNER CORPORATION TO ADD REMOTE HOSTING PREPARATION AND READINESS SERVICES OF THE JAIL HEALTH INFORMATION SYSTEM (JHIS)

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

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

New/Revised Contract Term: Base Term: Additional 2 years # of Options One 1-year extension

Contract Components:
☒ Software ☒ Hardware ☒ Telecommunications
☒ Professional Services

Project Executive Sponsor: Chief Alexander R. Yim

Budget Information :

Y-T-D Contract Expenditures	$ 38,161,098
Requested Contract Amount	$ 1,526,000
Aggregate Contract Amount	$ 39,687,098

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☒	☐	Is this project subvented? If yes, what percentage is offset? 100% of the funding for this Amendment is provided by the Sheriff's Inmate Welfare Fund.
☐	☒	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved. The Jail Hospital Information System is used solely by Sheriff's Custody for inmate health care.

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan? The services provided in this Amendment are in support of the County's Strategic Goal 1 – Operational Effectiveness and Goal 5 – Public Safety.

Yes	No	Question
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan? This project was identified as a mission critical application in the Sheriff's FY 2011-12 Business Automation Plan.
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
☒	☐	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Sheriff's Department is seeking Board approval of Amendment Number Six to the Agreement 71710 with Cerner Corporation (Cerner) for services to prepare for remote hosting of the Jail Hospital Information System (JHIS) at a cost of $2,455,000, which includes maintenance services for six months. The Sheriff is proposing to offset the Amendment cost by reallocating $929,000 remaining from the existing Agreement, thereby reducing the net amount to $1,526,000.

Background:

JHIS is used to support the delivery of inmate health care services by the Sheriff's Medical Services Bureau. The Board approved the base Agreement with Cerner to implement JHIS on August 11, 1998. While the Sheriff has been operating JHIS for over the past ten years, it has not been able to keep current with the system operating environment. Additionally, it has been unable to implement additional modules providing new functionality without implementing significant hardware and database upgrades.

Project Justification/Benefits:

The proposed Amendment will provide professional services that will enable the Sheriff to prepare for remote hosting of JHIS by Cerner, similar to the Probation Department's Probation Electronic Medical Records System (PEMRS). Specifically, the Amendment will upgrade JHIS to current application and database software versions and replicate JHIS data in an environment hosted at Cerner's data center. The system upgrade and data replication is expected to take approximately four months and also includes maintenance services for an additional six months to allow the Sheriff time for system testing and to prepare a separate agreement with Cerner for hosting and application management services.

Project Metrics:

The Amendment Statement of Work (SOW) includes defined deliverables for a Technical Assessment, secured network connectivity, as well as an upgraded JHIS application operating on a currently supported Oracle database version that will be used for testing by the Sheriff in preparation for the transition to Cerner's remote hosting services.

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

If this Amendment is not approved, it will severely hamper the Sheriff's ability to remain current on system hardware and software, as well as to implement additional JHIS modules to meet their evolving business needs.

Alternatives Considered:

The only viable alternative to remote hosting services is the continued support and operation of JHIS internally by the Sheriff. This would require a significant capital investment to migrate to a new hardware platform, as well as additional staff resources and consultant services to implement and support new application modules. The CIO has recommended that an assessment be performed at the conclusion of this Amendment to fully understand the costs and requirements to transition JHIS to remote hosting services by Cerner.

Project Risks:

There are minimal risks in Cerner performing the work described in the Amendment because Cerner has performed similar upgrades of their baseline commercial off-the-shelf application for many of their clients. Additionally, the Amendment SOW clearly describes the tasks and deliverables to be performed. These deliverables are fixed price with a ten percent holdback until the remote hosting agreement is successfully negotiated. The Chief Information Security Officer (CISO) has reviewed the Amendment and did not identify any security risks or issues.

Risk Mitigation Measures:

Adequate mitigation measures that have been established in the Agreement will remain unchanged for this Amendment. Additionally, the Amendment's SOW identifies additional service level requirements that the Sheriff plans to negotiate before finalizing an agreement for remote hosting and application management services.

Financial Analysis:

The proposed Amendment has a maximum contract amount of $2,455,000. The Sheriff is proposing to offset the Amendment cost by reallocating $929,000 remaining from the existing Agreement, thereby reducing the net amount to $1,526,000. A breakout of the Amendment costs is provided below:

Project Control Document & Monthly Status Reports	$	0
Technical Assessment Report	$	0
Installation and configuration of communications Infrastructure	$	405,000
Installation and configuration of data center hardware & software	$	675,000
Regression & system testing	$	270,000
Failover testing	$	180,000
Cutover Plan	$	45,000
10% holdback until negotiated Agreement	$	175,000
Six months maintenance and support for Remote Hosting Environment	$	705,000
Total	$	2,455,000

The Sheriff represents that the cost of the proposed Amendment is fully funded by the Sheriff's Inmate Welfare Fund.

CIO Concerns:

None.

CIO Recommendations:

My Office supports this action and recommends approval by the Board.

CIO APPROVAL

Date Received: July 7, 2011

Prepared by: Peter Loo

Date: July 11, 2011

Approved: Greg Melendez

Date: 7/14/2011