LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
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MARVIN J. SOUTHARD, D.S.W.
Director

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Chief Deputy Director

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Medical Director

December 17, 2013

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
27 December 17, 2013
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVAL OF AMENDMENT NUMBER TWO TO COUNTY AGREEMENT NUMBER 77676 WITH NETSMART TECHNOLOGIES, INC., FOR AN INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM AND APPROVAL OF AN APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2013-14 (ALL SUPERVISORIAL DISTRICTS) (4 VOTES)

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Request approval of Amendment Number Two to County Agreement Number 77676 with Netsmart Technologies, Inc., to add $6 million in Pool Dollars for Fiscal Year 2013-14 for County-requested Other Professional Services/Change Notices and other necessary changes required to complete the implementation of the Integrated Behavioral Health Information System for the Department of Mental Health and approval of an appropriation adjustment.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (DMH or Department), or his designee, to: prepare, sign, and execute Amendment Number Two (attached hereto as Attachment II) to the existing DMH Integrated Behavioral Health Information System (IBHIS or System), County Agreement Number 77676 with Netsmart Technologies, Inc. (Netsmart), effective upon Board approval; provide an additional $6 million fully funded by State Mental Health Services Act (MHSA) revenue in Pool Dollars for Other Professional Services/Change Notices increasing the Contract Sum by $6 million to a total of $99,316,793; and add/update certain other County-required provisions of the Agreement.

2. Approve and authorize the Director of Mental Health, or his designee, to amend the Agreement to: a) exclude certain Deliverables from the holdback provision; b) redistribute $1,856,750 into a new Deliverable (Pilot 1 Production Use), originally tied to Final System Acceptance; and c) modify Maintenance and Support Services and

Hosting Services provisions to reflect that such services shall commence upon Production Use of the System.

3. Approve the Request for Appropriation Adjustment (Attachment III) for FY 2013-14 in the amount of $6 million to increase Services and Supplies (S&S) to provide additional spending authority. The appropriation agreement is fully funded with State MHSA revenue budgeted in Designation for Budget Uncertainties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will allow DMH to: increase Pool Dollars from $3,656,378 to $9,656,378 for County-requested Other Professional Services/Change Notices needed to successfully complete the implementation of the IBHIS; allow DMH to effectively respond to requirements under the Affordable Care Act (ACA); obtain Meaningful Use Incentive payments under the Health Information Technology Act (HITECH Act); and provide funding for essential custom modifications to the Avatar Application Software needed to address requirements unique to the complexity and scale of Los Angeles County. The IBHIS is the Department's new Electronic Health Record (EHR) System that will enable the Department to meet the Federal and State mandates associated with health care reform and to meet County's Strategic Plan goal of achieving a seamless electronic exchange of selected health and human services data across County Providers. Once IBHIS is fully deployed, both the Integrated System (IS) and the legacy Mental Health Management Information System (MHMIS) will be retired. The MHMIS is DMH's legacy Health Insurance Portability and Accountability Act (HIPAA) non-compliant billing system that was augmented by the IS as a "wrapper" in February 2004 to achieve HIPAA compliance.

Key reasons for the increase in Pool Dollars are as follows:

- DMH's preparation for implementation of the ACA in 2014 has introduced requirements not anticipated when the IBHIS Request for Proposals (RFP) was prepared in 2009. The ACA and HITECH Act will require a substantial expansion in the exchange of clinical information, referrals, and care coordination between DMH and primary care providers, physical healthcare entities, and DMH contracted agencies. It is anticipated that DMH will need to develop a formal process for providing consultation to primary care providers. Under Healthy Way LA (HWLA), and expanding under the ACA, are additional requirements for tracking access to care. Under the ACA, we anticipate new requirements related to care management and reimbursement models with our network of Contracted Providers. As a result, DMH has requested additional software modifications to Netsmart's Avatar product, which is the core system of IBHIS, in order to successfully respond to the challenges of 2014 and beyond;

- Due to the scope of the project and the size of the County's client and provider populations, custom modifications to the Avatar Application Software have been and will continue to be required to address needs unique to Los Angeles County. For example, DMH's system has over 10,000 active practitioners and nearly 1,000 Contracting Provider Programs, and each of these require frequent updates, additions, deletions, and mapping between modules. While Avatar's off-the-shelf screen-based functionality for maintaining such information may be sufficient for smaller organizations, additional

automation, filtering, and background edits are critical for DMH to efficiently and effectively perform such system maintenance and information processing tasks.

- The combination of maintaining current business operations while simultaneously implementing ACA, HITECH-related business operation changes, and IBHIS has placed a demand on DMH that cannot be met with existing resources. DMH has acquired Other Professional Services under the IBHIS Agreement in order to complete the necessary System configuration, integration, Custom Programming Modifications, data Conversion, procurement and implementation of additional Application Software modules necessary to meet DMH's requirements, provide assistance to Contract Providers for the transition to Electronic Data Interchange (EDI) transactions, and provide additional support for System roll-out activities;
- Acquiring resources under Other Professional Services to provide leadership, operational, and compliance oversight for the startup, transition, and operation of a Central Business Office (CBO). The purpose of the CBO is to optimize revenue and streamline adjudication processes. The CBO is a new organizational unit within DMH that is established to centralize and consolidate the billing activities and functions that are currently fragmented and inefficient. Early in the implementation, the CBO was identified as an essential component for the successful implementations of ACA and IBHIS; and
- Acquiring resources under Other Professional Services to provide oversight and operational support for the development of a Provider Services Organization (PSO). The purpose of the PSO is to facilitate more efficient and effective coordination with Contract Providers through a single point-of-contact for claiming and navigation assistance with IBHIS. DMH needs to establish a PSO as an expanded and centralized functional unit.

Because of the extended implementation time for this project as the result of ACA requirements and the need to establish new DMH business units during the implementation process, Final System Acceptance will be nine months later than originally planned. Netsmart has been and remains a willing and effective partner in this process, despite a very much delayed payment schedule. DMH believes that, because of the effective partnership in working with Netsmart in this project, it is reasonable to split the payment that was originally established based on Final System Acceptance to allow a $1,856,750 payment upon first Production Use. To that end a new Deliverable, Pilot 1 Production Use, has been created. Pilot 1 Production Use marks a point at which the System has been thoroughly tested and the Department is convinced that the risk of implementing IBHIS has been substantially reduced. In addition, eight scheduled Deliverables will be excluded from the holdback provision and as a result $856,655 of the Holdback Amount will be released upon the completion of such Deliverables. There would remain a holdback payment of approximately 14 percent ($3,475,762) of the original amount of Implementation Services due upon Final System Acceptance.

In the existing Agreement, 24 months of Netsmart Hosting Services were provided as a transition to continuing Hosting Services and maintenance payments upon Final System Acceptance. With the implementation extending several months beyond 24 months, Netsmart would receive no further payments for hosting until Final System Acceptance, now planned for June 2014. This is due to the current payments having expired effective October 2013.

Therefore, in consideration of the extended implementation of IBHIS and in recognition of Netmart's associated costs, it is proposed that revisions be made to the ongoing Maintenance and Support Services and Hosting Services provisions so that said services commence upon Deliverable for Pilot 1 Production Use of the System.

Implementation of Strategic Plan Goals

The recommended actions are consistent with County Strategic Plan Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

The total cost of this Amendment increase is $6 million, fully funded by State MHSA revenue for the revised Contract Sum of $99,316,793 for the full term of the Agreement.

The Request for Appropriation Adjustment (Attachment III) for FY 2013-14 in the amount of $6 million will increase the S&S to provide additional spending authority for the Pool Dollars in the IBHIS Agreement. The Appropriation Agreement is fully funded with State MHSA revenue budgeted in Designation for Budget Uncertainties.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 18, 2011, your Board approved County Agreement Number 77676 with Netsmart to provide DMH with an IBHIS, as well as ongoing Maintenance and Support Services, Hosting Services, application management, and other related services for an eleven-year term and a total Contract Sum of $93,316,793. IBHIS provides clinical, administrative, financial, and data sharing functionality to support the State of California Department of Mental Health (SDMH) Medi-Cal and Federal Medicare programs.

On September 23, 2013, your Board approved Amendment Number One to revise standard County language regarding Contractor's Obligations as a Business Associate under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The proposed Amendment addresses changes to software, in the form of Change Notices and supplemental resources to timely fill gaps in DMH resources to keep the project moving forward without further delay.

This Amendment also adds and updates certain County standard terms and conditions: Contractor Alert Reporting Database (CARD), Background and Security Investigations, and Local Small Business Enterprise Preference Program. New and updated County standard terms and conditions have been accepted by Netsmart.

The Amendment has been reviewed and approved as to form by County Counsel. In addition, in accordance with your Board's policy, outside counsel (Hanson Bridgett, LLP) assisted in the review and finalization of the Amendment, and recommends Board approval of the Amendment.

The County's Chief Information Officer reviewed this Amendment and recommends approval as indicated on the Analysis (Attachment I).

Except as expressly provided in the Amendment, all other provisions and conditions of the Agreement will remain the same and in full force and effect.

CONTRACTING PROCESS

On November 18, 2009, DMH issued a Request for Proposals (RFP) to solicit proposals from qualified vendors to acquire, install, configure, implement, and maintain the IBHIS, under which Netsmart was the selected vendor. The resultant County Agreement Number 77676 was approved by your Board on October 18, 2011, for an eleven-year term to provide an EHR system consistent with the Department's requirements under MHSA that will support multiple simultaneous users and interface with several existing and planned County information systems.

IMPACT ON CURRENT SERVICES

The Board's approval of the recommended Amendment will allow DMH to continue the implementation of IBHIS and ensure that a smooth transition from the IS to IBHIS occurs. Failure to approve this Amendment will mean that IBHIS implementation will be further and substantially delayed and that some essential changes may have to be deferred.

Respectfully submitted,

Marvin J. Southard, D.S.W.
Director of Mental Health

Reviewed by:

Richard Sanchez
Chief Information Officer

MJS:MM:RK:RG

Attachments (3)

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

NTSAmnd No.2/V13 12/03/13

RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO

CIO Analysis

NUMBER:	DATE:
CA 13-26	12/3/2013

SUBJECT:

APPROVAL OF AMENDMENT NUMBER 2 TO COUNTY AGREEMENT NUMBER 77676 WITH NETSMART TECHNOLOGIES, INC. FOR AN INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM (IBHIS) AND APPROVAL OF AN APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2013-14

RECOMMENDATION:

☒ Approve ☐ Approve with Modification ☐ Disapprove

CONTRACT TYPE:

☐ New Contract ☐ Sole Source
☒ Amendment to Agreement #: 77676 ☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☐ Software ☐ Hardware
☐ Telecommunications ☒ Professional Services

SUMMARY:

Department Executive Sponsor: Marvin J. Southard, D.S.W., Director, Department of Mental Health

Description: Department of Mental Health (DMH) is requesting authorization to:

1. Execute Amendment Number 2 to the existing Agreement with Netsmart Technologies, Inc. to provide an additional $6 Million, fully funded by State Mental Health Services Act (MHSA) revenue, in Pool Dollars for Other Professional Services/Change Notices; increase the Contract Sum by $6 Million to a total of $99,316,793; and add/update certain other County-required provisions to the Agreement.
2. Amend the Agreement to A) exclude certain Deliverables from the Holdback provision; B) redistribute $1,856,750 into a new Deliverable (Pilot 1 Production Use Deliverable), originally tied to Final System Acceptance; and C) modify Maintenance and Support Services and Hosting Services provisions to reflect that such services shall commence upon Production Use of the System.
3. Make an Appropriation Adjustment for Fiscal Year (FY) 2013-14 in the amount of $6 Million to increase Services and Supplies (S&S) to provide additional spending authority.

Amendment Amount: $6 Million Funding Source: State MHSA revenue

☐ Legislative or Regulatory Mandate ☒ Subvened/Grant Funded: 100%

Strategic and Business Analysis	PROJECT GOALS AND OBJECTIVES: This Project, which was kicked off in 2009 to implement DMH's Electronic Health Record system, has an established project charter and the appropriate business justification has been made for Amendment Number 2 to the original Agreement. The Project's goals and objectives have been clearly described and are reasonable. The organizational changes required to establish a Central Business Office (CBO) and Provider Services Organization (PSO) are particularly strategic in nature. The CIO encouraged DMH to quantify the claiming benefits related to the establishment of a new CBO. The proposed Amendment will enable DMH to successfully complete the implementation of the IBHIS.
	BUSINESS DRIVERS: The key business drivers for this Project are: 1. Support new requirements under the Affordable Care Act (ACA). 2. Obtain Meaningful Use Incentive payments under the Health Information Technology Act (HITECH). 3. Support essential custom modifications to the software required to address requirements unique to Los Angeles County. 4. Implement and operate a CBO. 5. Implement and operate a PSO. 6. Achieve seamless electronic exchange of selected health and human services data across County Providers. 7. Accelerate the retirement of the Integrated System (IS) and the Mental Health Management Information System (MHMIS).
	PROJECT ORGANIZATION: Dr. Southard has been the Project's Executive Sponsor from the inception of the Project, and DMH's Executive Management Team (EMT) serves as the Project's Steering Committee. There are also three Project Directors from DMH and a Project Director from Netsmart, as well as dedicated Project Managers from DMH and Netsmart. Additionally, there are dedicated teams of subject matter experts from both DMH and Netsmart. All of these resources receive support from DMH's Project Management Office, which tracks the IBHIS Project and manages other projects that comprise the overall IBHIS Program.

	PERFORMANCE METRICS: Project success will be determined by the implementation of a fully functional Electronic Health Record system by the end of 2014. This will drive Meaningful Use Incentive payments to the County under HITECH. The next critical steps will be the implementation of Pilot 1 (Production Use Deliverable) by the end of January and Pilot 2 (Contract Providers) by the end of February. The CIO strongly encouraged DMH to work closely with Netsmart to address outstanding issues in the areas of system functionality and system performance.
	STRATEGIC AND BUSINESS ALIGNMENT: The Project is well aligned with DMH's business objective to implement an Electronic Health Record system by the end of 2014, and the CIO's objectives in the area of data sharing.
	PROJECT APPROACH: DMH acquired Netsmart's commercial-off-the-shelf EHR system, which will be configured to meet the DMH's needs while minimizing system customizations, wherever possible. The system will be implemented in phases, including the previously mentioned Pilot 1 (Directly Operated Clinics) and Pilot 2 (Contract Providers).
	ALTERNATIVES ANALYZED: The Netsmart Agreement was originally awarded as a result of a competitive solicitation. Because this is an Amendment to the existing Agreement, no alternative solutions were evaluated.
Technical Analysis	ANALYSIS OF PROPOSED IT SOLUTION: Most of the technical analysis for the Netsmart EHR system was completed at the time of the original competitive solicitation. The additional funding requested in this Amendment will be used primarily to augment DMH staff to support new requirements under the ACA; complete system configuration, customization, and integration to address requirements specific to Los Angeles County; and implement a CBO and PSO with leadership and compliance oversight from Netsmart.

Financial Analysis	BUDGET: Contract costs Base Contract: Implementation Services ..... $ 28,313,575 (over 3 years) Maintenance and Support Services..... $ 31,262,340 (over 10 years) Hosting Services ..... $ 30,084,500 (over 10 years) Pool Dollars..... $ 3,656,778 **Sub-total Base Contract Cost: ..... $ 93,316,793 (over 13 years)** Amendment: Services ..... $ 6,000,000 **Total Contract Cost: ..... $ 99,316,793** Notes: 1. The $6 Million, which will be added to the Pool Dollars, will be fully funded by State MHSA revenue, and there is no impact to Net County Cost. 2. Due to the extended implementation time for the project and DMH's need to establish new business units, Final System Acceptance will be nine months later than originally planned. Because of this, DMH has created a new Deliverable (Pilot 1 Production Use Deliverable), and plans to release a payment of $1,856,750 at that time. This payment represents approximately 30 percent of the overall project implementation holdback amount of $6,189,167. Additionally, eight Deliverables will be excluded from the holdback provision, and the cost related to these Deliverables ($856,655) will be released upon completion of the Deliverables. The remaining holdback payment ($3,475,762), which represents approximately 14 percent of the original amount of Implementation Services, will be released at the time of Final System Acceptance, as originally planned. 3. Netsmart would receive no hosting or maintenance payments until Final System Acceptance, DMH recommends that revisions be made to the maintenance and support and hosting services provisions so that services commence at the time of the new Pilot 1 Production Use Deliverable. Based on DMH's justification in the Board Letter, the CIO believes this is a reasonable approach.

Risk Analysis	**RISK MITIGATION:** 1. CIO identified risks and discussed with the DMH center primarily around functional gaps that have been identified in the software and system performance issues that have surfaced during system testing. As a result of these discussions, the CIO believes DMH is taking the appropriate steps, in conjunction with Netsmart, to address these risks prior to the implementation of Pilot 1 Production Use Deliverable. 2. The Chief Information Security Officer (CISO) reviewed the Amendment and did not identify any IT security or privacy related issues.
CIO Approval	**PREPARED BY:** Henry Balta, Sr Associate CIO — Date: 12/3/13 **APPROVED:** Richard Sanchez, County Chief Information Officer — Date: 12-3-13

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

ATTACHMENT II

DEPARTMENT OF MENTAL HEALTH

AMENDMENT NUMBER TWO TO

COUNTY AGREEMENT NUMBER 77676

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

NETSMART TECHNOLOGIES, INC.

FOR AN

INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM (IBHIS)

December 2013

AMENDMENT NUMBER TWO TO COUNTY AGREEMENT NO. 77676
BY AND BETWEEN COUNTY OF LOS ANGELES
AND
NETSMART TECHNOLOGIES, INC.
FOR THE PROVISION OF THE INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM (IBHIS)

This Amendment Number Two ("Amendment Number Two") is entered into by and between the County of Los Angeles (hereafter "County") and Netsmart Technologies, Inc., a Delaware corporation (hereafter "Contractor"), and amends that certain County Agreement Number 77676, dated October 18, 2011, and captioned "Agreement By and Between County of Los Angeles and Netsmart Technologies, Inc., for an Integrated Behavioral Health Information System (IBHIS), including Amendment Number One, dated September 23, 2013, and Change Notice Numbers One through Twenty-One, with the exception of Change Notice Number Six, (hereafter collectively "Agreement").

WHEREAS, County and Contractor entered into the Agreement as of October 2011 for the development, implementation, maintenance and support, and hosting of the IBHIS; and

WHEREAS, County and Contractor desire to amend the Agreement in order to: (1) increase the amount of Pool Dollars available for Other Professional Services/Change Notices; (2) increase the Contract Sum; (3) revise the terms and conditions, Statement of Work and payment schedule of the Agreement; and (4) add and update certain County standard terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and pursuant to Paragraph 6 (Change Orders and Amendments) of the Agreement, Contractor and County hereby agree to amend the Agreement as follows:

1. CONSTRUCTION.

1.1 Capitalized terms used in this Amendment Number Two without further definition shall be the meaning ascribed to them in the Agreement.

1.2 As used in this Amendment Number Two, words and phrases such as 'including," "for example," "e.g.," and "such as," are intended to be descriptive and not limited.

2. AMENDMENTS TO THE BASE DOCUMENT.

The base document to the Agreement is amended as follows:

2.1 Definitions. Paragraph 1.4 (Definitions) is hereby amended by adding the following definitions thereto in the appropriate alphabetical order:

2.1.1 "Amendment Number Two" means that certain Amendment Number Two to County Agreement Number 77676, dated as of the date of approval by County's Board of Supervisors, by and between County and Contractor."

2.1.2 "Amendment Number Two Effective Date" means the date on which Amendment Number Two becomes effective in accordance with its terms."

2.2 Paragraph 3.5.1 to Paragraph 3.5 (Background and Security Investigations) is hereby amended by deleting it in its entirety and replacing it with the following:

"3.5.1 At any time during the Term, County may require that any or all members of Contractor's staff performing Work hereunder undergo and pass, to the satisfaction of

County, a background investigation, as a condition to beginning and/or continuing to Work under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. Any third party fees associated with obtaining the background information shall be at the expense of Contractor, not to exceed One Thousand Dollars ($1,000.00) per Contractor staff member investigated."

2.3 Paragraphs 4.4.1(i) and 4.4.1(ii) to Paragraph 4.4 (Maintenance and Support Services and Hosting Services) are hereby amended by deleting them in their entirety and replacing it with the following:

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

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

2.4 Paragraph 6.7 to Paragraph 6 (CHANGE NOTICES AND AMENDMENTS) is hereby amended by deleting it in its entirety and replacing it with the following:

"6.7 Notwithstanding any other provisions of this Paragraph 6, County's Project Director may execute an amendment in the form of a Change Notice, for the purchase of any additional Application Software or additional seat licenses, (collectively, "Ancillary Software") that County determines is necessary under the Agreement, provided the aggregate amount of Ancillary Software purchased in any County fiscal year pursuant to this Paragraph 6.7 shall not exceed three percent (3%) of the Contract Sum, and that the aggregate amount of Ancillary Software purchased throughout the Term shall not exceed ten percent (10%) of the Contract Sum. Such form of a Change Notice shall not be used for new Application Software designed to support new functionality, the purchase of which requires an amendment and approval of the Board (e.g., an additional small server to increase database size or optimize the speed of certain functions would be permissible, as would a software license for an additional CPU to run that database or a support utility to optimize or back up the database, but a server to support new functionality not previously acquired by County would not be a permissible use of funds). If the County's Project Director, in the County's Project Director's sole discretion, determines that Contractor shall provide Maintenance and Support Services and Hosting Services for the items purchased pursuant to this Paragraph 6.7, then such Ancillary Software shall be covered under Maintenance and Support Services and Hosting Services at the Fees set forth in the applicable Change

Notice. Upon purchase and Acceptance by County pursuant to this Agreement, all such Ancillary Software will become Components of System Software to be added to the items of System Software, as specified in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements). Under no circumstances will the total cost of items (including projected Maintenance and Support Fees and Hosting Fees in respect of such items for the Term) purchased under this Paragraph 6.7 be greater than Sixty-One Million, Three Hundred Forty-Six Thousand, Eight Hundred Forty Dollars ($61,346,840) for the Term."

2.5 Paragraphs 7.1 (Contract Sum – General) and 7.2 (Pool Dollars) of Paragraph 7 (CONTRACT SUM) are hereby amended by deleting them in their entirety and replacing it with the following:

"7.1 Contract Sum – General

The "Contract Sum" under this Agreement shall be the total monetary amount that may be payable by County to Contractor for supplying all the Work requested, specified and Accepted by County under this Agreement. The Contract Sum (excepting the Pool Dollars set forth in Paragraph 7.2) and schedule of payments in respect of the Work provided hereunder shall be as set forth in Exhibit C (Price and Schedule of Payments), which payments shall be paid in accordance with and upon satisfaction of, the terms and conditions of this Agreement, including the Exhibits and Attachments hereto. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Ninety Nine Million, Three Hundred Sixteen Thousand, Seven Hundred Ninety-Three Dollars ($99,316,793), unless the Contract Sum is modified pursuant to a duly approved amendment to this Agreement executed by County's Board of Supervisors and Contractor pursuant to Paragraph 6 (Change Notices and Amendments). Notwithstanding any provision of this Paragraph 7.1, Contractor shall fully perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement.

7.2 Pool Dollars

The aggregate amount of Pool Dollars available under this Agreement shall not exceed Nine Million, Six Hundred Fifty-Six Thousand, Three Hundred Seventy-Eight Dollars ($9,656,378), plus any net reduction in the total price of all System Software, Maintenance and Support Fees, and Hosting Services Fees under the Agreement resulting from Change Notices executed in accordance with Paragraph 6 (Change Notices and Amendments), plus any net surplus remaining after the completion of budgeted professional services for less total expenditure than what was budgeted."

2.6 Paragraph 7.3.1(iii) to Paragraph 7.3.1 (Key Deliverables) is hereby amended by deleting it in its entirety and replacing it with the following:

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

Key Deliverables

Deliverable 1.3 – Detailed Work Plan

Deliverable 3.3 – Load Baseline Application Software

Deliverable 3.4 – Synchronize for Application and Database Replication

Deliverable 4.2 – Training

Deliverable 6.1 – Integration

Deliverable 8.5 – System Performance Test

Deliverable 9.2 – Data Conversion Programs

Deliverable 9.3 – Data Conversion Test

Deliverable 9.4 – Conversion

Deliverable 10.1.1 – Pilot 1 Production Use

Deliverable 10.3 – Final System Acceptance

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

2.7 Paragraph 8.4 (Holdbacks) to Paragraph 8 (INVOICES AND PAYMENTS) is hereby amended by deleting it in its entirety and replacing it with the following:

"8.4 Holdbacks

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

As of the Amendment Number Two Effective Date, Deliverables 4.2, 4.3, 6.1, 8.4, 8.5, 9.3, 9.4, and 10.2 as set forth in Exhibit C (Price and Schedule of Payments) are not subject to the thirty (30) percent Holdback Amount."

2.8 Paragraph 9.1.1 to Paragraph 9.1 (Warranty Services) is hereby amended by deleting it in its entirety and replacing it with the following:

"9.1 Warranty Services

9.1.1 Contractor's warranty services are set forth in Paragraphs 9.3 (Warranty Services Response), and 9.5 (Notification of Deficiencies for Warranty Services) for the System (and each System Component thereof) installed and shall commence upon, and shall continue until the expiration of, the periods set forth in Paragraph 9.2 (Warranty Periods for Warranty Services). Contractor shall provide Maintenance and Support Services as set forth in Paragraph 4.4 (Maintenance and Support Services and Hosting Services), but Contractor shall not charge, and County shall not pay, Maintenance and Support Fees for Contractor's provision of Maintenance and Support Services until the Contractor's achievement of Production Use of the System in accordance with Task 10.0 (System Cutover)."

2.9 Paragraph 61 (NOTICES) is hereby amended by deleting it in its entirety and replacing it with the following:

"61. NOTICES

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

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

To County:

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

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

To Contractor:

Netsmart Technologies, Inc.
3500 Sunrise Highway, Suite D-122
Great River, NY 11739
Attn: Timothy Donovan, Vice President/General Counsel
Facsimile: (631) 968-2123
E-mail: tdonovan@ntst.com"

2.10 Paragraph 83 (LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM) is hereby amended by deleting it in its entirety and replacing it with the following:

"83 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

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

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

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

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

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

83.5 <u>Local Small Business Enterprise (SBE) Prompt Payment Program</u>

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

2.11 Paragraph 87 (CONTRACTOR ALERT REPORTING DATABASE (CARD)) is hereby added to Agreement as follows:

"87. Contractor Alert Reporting Database (CARD)

The County maintains database that track/monitors contractor performance history. Information entered into such databases may be used for a varied of purposes, including determining whether the County will exercise a contract term extension option."

3. **AMENDMENT TO EXHIBIT A (STATEMENT OF WORK).**

Exhibit A (Statement of Work) to the Agreement is hereby amended by deleting it in its entirety and replacing it with the revised Exhibit A (Statement of Work), each page dated December 2013, which is attached hereto as Attachment 1 (Exhibit A (Statement of Work)) and incorporated herein by reference.

4. **AMENDMENT TO EXHIBIT C (PRICE AND SCHEDULE OF PAYMENTS).**

Exhibit C (Price and Schedule of Payments) to the Agreement is hereby amended by deleting it in its entirety and replacing it with the revised Exhibit C (Price and Schedule of Payments), each page dated December 2013, which is attached hereto as Attachment 2 (Exhibit C (Price and Schedule of Payments)) and incorporated herein by reference.

5. **AMENDMENT NUMBER TWO EFFECTIVE DATE.**

This Amendment Number Two is effective upon approval and execution by the Board of Supervisors.

6. **INCORPORATION OF 'WHEREAS' CLAUSES.**

Contractor and County agree that the "Whereas" clauses in this Amendment Number Two are hereby incorporated into this Amendment Number Two as though fully set forth hereat.

7. **OTHER AGREEMENT PROVISIONS.**

Except as expressly provided in this Amendment Number Two, all other terms and conditions of the Agreement shall remain in full force and effect.

8. **AUTHORITY.**

Contractor and the person executing this Amendment Number Two on behalf of Contractor hereby represent and warrant that the person executing this Amendment Number Two 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. **ARM'S LENGTH NEGOTIATIONS.**

This Amendment Number Two is the product of arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. This Amendment Number Two is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

10. **ENTIRE AGREEMENT.**

This Amendment Number Two together with the Agreement and exhibits and attachments hereto and thereto and Change Notice Numbers One through Twenty-One, with the exception of Change Notice Number Six, constitutes the entire agreement of County and Contractor as of the date of approval of this Amendment Number Two by County's Board of Supervisors, superseding any and all prior understandings, arrangements and agreements between County and Contractor, whether oral or written, in respect of the terms and conditions hereof.

/

AMENDMENT NUMBER TWO TO COUNTY AGREEMENT NO. 77676
BY AND BETWEEN COUNTY OF LOS ANGELES
AND
NETSMART TECHNOLOGIES, INC.
FOR THE PROVISION OF THE INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM (IBHIS)

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Amendment Number Two to County Agreement Number 77676 to be subscribed by County's Director of Mental Health, and Contractor has caused this Amendment Number Two to be subscribed on its behalf by its duly authorized officer, this _____ day of _____, 2013.

	COUNTY OF LOS ANGELES By: _____
	Marvin J. Southard, D.S.W., Director Department of Mental Health
	CONTRACTOR **NETSMART TECHNOLOGIES, INC.** By: _____
	Signature
	Joe McGovern
	Print Name
	Executive Vice President
	Title
APPROVED AS TO FORM:	
JOHN F. KRATTLI	
County Counsel By: _____	
Patrice Salseda	
Senior Deputy County Counsel	

AMENDMENT NUMBER TWO TO
AGREEMENT NUMBER 77676

ATTACHMENT 1

Exhibit A (Statement of Work) -
(Replaced in its entirety by revised Exhibit A
Under Amendment Number Two of Agreement)

EXHIBIT A

STATEMENT OF WORK

FOR AN

INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM (IBHIS)

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

DEFINED TERMS

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

"BackChannel" shall mean a mechanism that allows customers to retrieve OrderConnect data and import it into their own information systems. BackChannel includes creation of a file created for the purpose of allowing electronic prescription information to be loaded into Avatar which is part of the System.

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

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

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

"InfoChannel" shall mean a set of programs that are part of OrderConnect that allows a client to keep its local member source data of demographics synchronized with OrderConnect. InfoChannel uses a formatted text file, generated by the client, to update information in the OrderConnect service.

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

"Pharmacy Tags" shall mean a Custom Programming Modification that will create the ability for an OrderConnect application administration User to attach up to three (3) special comments (which will be free format text information) to each pharmacy in the System. Each comment would be associated with a tag. When the prescriber is searching for a pharmacy during a prescribing event, they would see the tag which would show up next to the listed pharmacy. The prescriber would have the ability to then see the comments associated with the specific tag.

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

1.0 SCOPE OF WORK

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

1.1 Contractor shall perform and provide all services, products and other Work to install, set-up, configure, integrate, train County Staff to use, and otherwise deploy and implement Contractor's Application Software as set forth in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements). Any proposed assignment or utilization of County

Staff for any Work hereunder must be pre-approved in writing by County's Project Manager in his or her reasonable discretion.

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

1.3 Contractor and County shall designate, for each selected Application Software module, a Contractor's Project Lead and a County's Project Lead. Responsibilities of the Contractor's Project Lead are described in Attachment A.8 (Contractor's Project Lead) to this Exhibit A. Responsibilities of the County's Project Lead are described in Attachment A.7 (County's Project Lead) of this Exhibit A.

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

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

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

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

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

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

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

1.7 Contractor shall provide technical consultative support to the County Staff responsible for Application Software configuration and administration throughout all System implementation Tasks to support County in its implementation and roll-out of the

System. The implementation Tasks may include, but are not limited to, Application Software administration, data Conversion and System cutover.

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

1.9 **System Deficiencies**

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

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

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

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

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

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

2.0 DOCUMENT TOOLS AND FORMATTING

Contractor shall comply with County's Project Management Methodology (PMM) and shall document and utilize County's existing project management templates, reporting tools and

software or templates, tools or software otherwise agreed to by County to report all Work. Contractor shall deliver all Work in accordance with this Statement of Work as soon as available electronically (in a file format acceptable to County) unless otherwise indicated as follows:

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

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

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

3.0 TASKS AND DELIVERABLES

Contractor's Work hereunder shall include the Tasks and Deliverables set forth below, in each case performed in accordance with the requirements set forth in this Statement of Work. The ordering of the Tasks and Deliverables, except where otherwise expressly indicated, is not intended to convey any required sequence of Contractor's performance, and it is expected that Contractor, in its Detailed Work Plan, will order and intersperse the performance and delivery of these Tasks and Deliverables so as to most efficiently and effectively deploy the System in accordance with County's requirements and Specifications. Some Tasks and Deliverables may be performed in phases or multiple times for different aspects or parts of the System implementation and this scheduling of Work shall in each case be set forth in Contractor's Detailed Work Plan.

TASK 1.0 – PROJECT PLANNING

Task 1.1 – Project Planning

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

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

DELIVERABLE 1.1 – PROJECT PLANNING

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

Task 1.2 – Contractor Staff

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

Contractor shall identify work space and equipment needs for Contractor's project staff requiring access to County's work space and network computers at the capacity of a full time

staff equivalent. County shall make reasonable accommodations, as determined by County in its sole discretion, for Contractor's project staff with regards to work space and network computers.

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

A. The proposed role;

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

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

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

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

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

DELIVERABLE 1.2 – CONTRACTOR STAFF

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

Task 1.3 – Develop and Present Detailed Work Plan

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

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

A. Project Milestones and Key Deliverables;

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

C. Sequencing and linking of key dependencies between Tasks;

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

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

F. Baseline start and end dates.

DELIVERABLE 1.3 – DETAILED WORK PLAN – Key Deliverable

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

TASK 2.0 – PROJECT STATUS REPORTS UPDATE

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

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

A. Actual start and end dates;

B. Start date and end date variances; and

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

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

DELIVERABLE 2.0 – PROJECT STATUS REPORTS

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

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

TASK 3.0 – ESTABLISH HOSTING ENVIRONMENT, DELIVER AND LOAD SOFTWARE

Task 3.1 – Establish Hosting Environment

Contractor shall (1) prepare Contractor's Primary Data Center and Secondary Data Center; (2) provide a dedicated network, such that all dedicated network data traffic is secured for

County's use only; and certify in writing to County that a dedicated network has been established; (3) provide remote access for County to monitor the Hosting Environment, network connectivity, and System performance through a System administration portal provided by Contractor; (4) certify to County in writing that the Hosting Environment has been prepared for the installation of the Application Software; and (5) provide Hosting Services as described in Exhibit D (Service Level Requirements) and Paragraph 4.4.1(ii) of this Agreement.

DELIVERABLE 3.1 – ESTABLISH HOSTING ENVIRONMENT

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

DELIVERABLE 3.1.1 – PREPARE DATA CENTER

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

DELIVERABLE 3.1.2 – PROVIDE DEDICATED NETWORK

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

DELIVERABLE 3.1.3 – PROVIDE SYSTEM ADMINISTRATION PORTAL

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

DELIVERABLE 3.1.4 – CONFIRM HOSTING ENVIRONMENT IS ESTABLISHED

Contractor shall provide interim network access to the Hosting Environment for a period not to exceed six (6) months using the Internet until the completion of Deliverable 3.1.2 (Provide Dedicated Network). Contractor shall certify to County in writing that the Hosting Environment has been established.

DELIVERABLE 3.1.5 – PROVIDE HOSTING SERVICES

Contractor shall provide Hosting Services to County.

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

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

DELIVERABLE 3.2 - APPLICATION SOFTWARE DELIVERY

Contractor shall deliver all System Software to Contractor's Primary and Secondary Data Centers and shall deliver all Documentation to County, other than Interfaces and Custom Programming Modifications, in accordance with Task 3.2 (Deliver Application Software and Documentation and Establish Early Project Environment) and shall certify in writing and provide to County a list of all such System Components delivered.

DELIVERABLE 3.2.1 – EARLY PROJECT DEVELOPMENT ENVIRONMENT

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

Task 3.3 – Load Baseline Application Software

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

DELIVERABLE 3.3 – LOAD BASELINE APPLICATION SOFTWARE – Key Deliverable

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

Task 3.4 – Synchronize for Application and Database Replication

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

Contractor shall document its procedures and the performance of testing and all applicable results and certify in writing at the conclusion of each testing that: (a) Contractor's Hosting Environment is configured to recover such that if Contractor's Primary Data Center becomes unavailable, is malfunctioning, or otherwise fails to meet Specifications, Contractor's Secondary Data Center will operate and provide full System Software functionality to all Users; (b) that databases for both sites are synchronized; (c) the integrity of data between

Contractor's Primary and Secondary Data Centers collectively perform according to all Specifications, requirements and standards set forth in Exhibit D (Service Level Requirements) and this Statement of Work; and (d) Contractor's Hosting Services maintain Business Continuity during Contractor's Primary Data Center failure in accordance with the Agreement. Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

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

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

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

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

TASK 4.0 - SYSTEM TRAINING

Task 4.1 – Develop Training Plan

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

A. Contractor shall develop a training plan which includes:

Approach

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

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

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

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

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

Training Schedule

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

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

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

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

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

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

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

Training Materials, Testing and Assessment

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

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

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

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

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

County's Training Environment

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

Recommendations

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

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

- Administrative Managers

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

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

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

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

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

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

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

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

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

DELIVERABLE 4.1 – TRAINING PLAN

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

Task 4.2 – Conduct Training

Upon County's approval of training plan, Contractor shall conduct training sessions utilizing training materials and Documentation as set forth in Task 4.3 (Training Materials and Documentation) in accordance with Attachment A.4 (System Training) and at minimum, deliver the following:

A. Application Software administration training:

(1) Contractor shall provide comprehensive hands-on classroom training on all administrative System functionality including, but not limited to, activities specific to the support and maintenance of operating systems, servers, Interfaces, hardware peripherals and security, as appropriate, and necessary for the trainee to obtain a detailed working knowledge and competency of the System's capabilities with respect to their respective responsibilities.

(2) In addition to classroom training, Contractor shall provide on-the-job training to two (2) County Staff on the support and maintenance of the System and

throughout all applicable System implementation activities. Such training must be sufficient for the Application Software administration trainees to achieve a proficient level of understanding to immediately operate the Application Software under the guidance and technical support of Contractor at the beginning of the implementation. Further, as a result of the training, such trainees must have the competency to operate the Application Software at System cutover. As part of on-the-job training, Contractor shall allow Application Software administration trainees to shadow Contractor's Application Software administration staff throughout Work set forth in Task 3.0 (Establish Hosting Environment, Deliver and Load Software), Task 9.4 (Conduct Conversion) and make any other necessary provisions to enhance and support trainees' understanding and exposure to Application Software administration.

B. Interface development training:

Contractor shall provide comprehensive hands-on classroom training for Interface development, including, but not limited to, activities specific to the development, support, and maintenance of Interfaces to and from the System. Upon completion of such training, trainee shall obtain a detailed working knowledge and understanding of the System's capabilities, including, but not limited to, the development and configuration of standard data Interfaces (e.g., HL7, X.12 and XML), Interface administration utilities and tools to view the status of on-line Interfaces, start and stop existing Interfaces, re-load unprocessed batches, and bring newly developed Interfaces on-line.

As part of the classroom training, Contractor shall provide live Interfaces and classroom case study assignments for each trainee to use to achieve competency as it pertains to their specific responsibilities to monitor and support System Interfaces.

C. Report and query writer training:

Contractor shall provide comprehensive hands-on classroom report and query writing training for trainees to obtain a detailed working knowledge of the System Software's report and query writing tools and capabilities and include training activities which provide an understanding of the System Software architecture and data dictionaries. Upon completion of such training, trainee shall have achieved the competency necessary to develop, maintain, and distribute standard and ad-hoc reports. Such training shall include without limitation, the use of report and query writing tools, on-line or importable graphics, distribution of reports for specific User groups, data export capabilities, and the query application and System Software tables against external data sources.

Application configuration training:

Contractor shall provide comprehensive hands-on classroom training including, but not limited to activities specific to configuring all Components of the Application Software. Upon completion of such training, trainee shall have obtained a detailed working knowledge of the Application Software configuration settings and capabilities so as to achieve competency as it pertains trainees-specific implementation responsibilities to analyze, configure, test, roll-out and support Components of the Application Software. Contractor shall provide training activities and case study scenarios relating to the System Software configuration options and settings that allow trainees to configure Components of the System Software and analyze the results.

D. Application trainer training:

(1) Contractor shall provide comprehensive hands-on classroom training on all Components of the Application Software as appropriate, in order for the trainee to achieve a proficient level of understanding of the Application Software and expertise as a trainer as a prerequisite to training County Staff (e.g., end-users). Contractor shall provide trainees with instruction on how to train Users, how to use scenarios, exercises, User surveys and other tools to assess subject mastery, and how to address questions and issues raised in the classroom. Contractor's instruction shall include other information as reasonably required by County to prepare County's trainer to train Users prior to System cutover. Contractor shall create User training data in County's training environment unless elected otherwise by County.

(2) In addition to classroom training, Contractor shall participate in User training classes conducted by County's trainers and provide guidance, technical support, instruction and a written assessment for no less than four (4) User training classes, (two (2) for each pilot test), as to each trainer's demonstrated ability to train Users.

DELIVERABLE 4.2 – TRAINING – Key Deliverable

Contractor shall train distinct classes of trainees, deliver training materials and Documentation and User training data, unless elected otherwise by County in accordance with Task 4.2 (Conduct Training) and deliver to County test results; class score averages and application trainer assessments in accordance with Task 4.1 (Develop Training Plan).

Task 4.3 – Training Materials and Documentation

A. Contractor shall provide System Software training materials for each trainee specific to each distinct class of training in accordance with Section 2.0 (Document Tools and Formatting) of this Statement of Work and shall include:

(1) Training session agendas and sign-in sheets;

(2) Lesson plans which describe the objective of each session;

(3) Time allocations for each System Component;

(4) Navigation guide through System Components and functions as they occur during training; and

(5) Training exercises which include problem scenarios for County Staff to perform a self-assessment of subject mastery prior to testing.

B. Contractor shall provide Documentation for each trainee in accordance with Section 2.0 (Document Tools and Formatting) of this Statement of Work which shall include:

(1) An orientation to the System including the interdependency of data between Components;

(2) Descriptions of System Software functionality that include screen prints, step-by-step instructions on how to navigate through the System and how to use each function, and a description of all reports associated with each System Component;

(3) Instructions on how to access and use online help;

(4) Quick reference guides; and

(5) Instructions on how to troubleshoot System error messages and respond to System notifications.

Such Documentation shall be organized in such a manner so that County Staff can readily locate, identify, understand and use the information as an aid in the completion of their respective System implementation Tasks and responsibilities.

C. In addition, Contractor shall provide training materials in accordance with Section 2.0 (Document Tools and Formatting) of the Statement of Work to be used as the basis for developing training materials for County Staff (e.g., end-user training). Such training materials shall include without limitation a list of System Components with suggested training time allocated per Component, tests with answer sheets for each System Component and training surveys which measure training efficiency in relation to the subject matter.

D. In addition, Contractor shall materially contribute to the development of User training materials to be used in classroom; videoconferencing and web based training settings to the extent reasonably requested by County.

DELIVERABLE 4.3 – TRAINING MATERIALS

Contractor shall deliver System training materials and Documentation to each trainee; and training materials and content to be used as a basis to develop training materials to County's Project Manager in accordance with Task 4.3 (Training Materials and Documentation).

TASK 5.0 – CONFIGURE SYSTEM

Contractor shall provide consultative guidance and recommended practices and business solutions to support County's configuration and definition of System settings to meet all State clinical documentation, billing, claiming and reporting requirements. Contractor shall review System configuration settings prior to testing to ensure the efficiency and effectiveness of clinical and business operations in meeting all Specifications, requirements and standards set forth in Exhibit B (Technical Solution Requirements) of this Agreement and federal and state mandates for an Electronic Health Record (EHR).

If County elects to acquire Peripheral Hardware recommended by Contractor as set forth in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements), Contractor shall configure such recommended Peripheral Hardware and demonstrate the successful operation of the Peripheral Hardware to County's Project Manager. Contractor shall provide County with accompanying operational Documentation, including set-up and basic troubleshooting.

Contractor shall correct all Peripheral Hardware configuration Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

DELIVERABLE 5.0 – CONFIGURE SYSTEM

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) and confirm in writing that the System, including Peripheral Hardware elected by County, is configured and operational for module testing in accordance with Task 5.0 (Configure System). Contractor shall provide operational Documentation on all Peripheral Hardware elected by County.

TASK 6.0 – INTEGRATION

Task 6.1 – Pre-Defined Interfaces

Task 6.1.1 – Develop Checkwrite File Interface

Contractor shall develop, test and implement the Interfaces with the Auditor-Controller's eCAPS financial system as specified in Attachment A.1 (Auditor-Controller eCAPS Interfaces) to this Statement of Work. County Staff shall monitor and support System Interfaces with regards to their specific responsibilities and in accordance with Task 4.0 (System Training).

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

Task 6.1.2 – Develop Standard Interfaces

Contractor shall develop, test and provide the required standard Interfaces described in Exhibit B (Technical Solution Requirements), including Interfaces for the State of California Department of Mental Health (SDMH) and Medicare Fiscal Intermediary, as applicable. County Staff shall monitor and support System Interfaces with regards to their specific responsibilities and in accordance with Task 4.0 (System Training). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies). If Contractor is required to develop, test and implement interfaces other than those specified in this Agreement, or which County may request and Contractor may agree to provide at any time, a Change Notice shall be mutually agreed to and executed by County's Project Director and Contractor's Project Director in accordance with Paragraph 6 (Change Notices and Amendments) of the Agreement.

Task 6.1.3 – Develop Credentialing Interfaces

Contractor shall develop, test and implement clinical staff and practitioner Interfaces to the DMH Credentialing System following the Health Level Seven (HL7) standard. County Staff shall monitor and support System Interfaces with regards to their specific responsibilities and in accordance with Task 4.0 (System Training). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

DELIVERABLE 6.1 – INTEGRATION – Key Deliverable

Contractor shall develop, test, install and otherwise fully implement each Interface set forth in Attachment A.1 (Auditor-Controller eCAPS Interfaces) and Exhibit B (Technical Solution Requirements). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

TASK 7.0 – DEVELOP CUSTOM PROGRAMMING MODIFICATIONS

Contractor shall, upon the written request by County's Project Director, or his/her designee, develop and provide Custom Programming Modifications in accordance with Paragraph 1.4.31 (Custom Programming Modifications) of the Agreement.

DELIVERABLE 7.0 – CUSTOM PROGRAMMING MODIFICATIONS

Contractor shall deliver Custom Programming Modifications in accordance with Task 7.0 (Develop Custom Programming Modifications).

TASK 8.0 – SYSTEM TESTS

Upon the completion of a successful delivery, installation and configuration of the requisite System Components, both Contractor and County shall perform System Tests as provided in this Task 8.0 (hereinafter also separately or cumulatively "System Test(s)") in the testing environment, unless otherwise specified by County. All System Tests shall be repeated until successfully completed in accordance with System Test Acceptance criteria as defined in Task

8.1 (Develop System Test Plan). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

Task 8.1 – Develop System Test Plan

After consulting with County and receiving the approval of County's Project Manager on Contractor's proposed test strategy, Contractor shall develop a corresponding test plan (hereinafter "System Test Plan") for all System Tests. Contractor shall deliver the System Test Plan to County for County's review and approval. The System Test Plan shall include without limitation defining assumptions, testing scope, approach, the use of automated test tools, regression testing, System Test Acceptance criteria, testing schedules and assignment of responsibilities and resource requirements.

DELIVERABLE 8.1 – SYSTEM TEST PLAN

Contractor shall develop and deliver to County a System Test Plan for County's review and approval, in accordance with Task 8.1 (Develop System Test Plan).

Task 8.2 – Conduct Module Tests

Prior to County conducting reporting tool tests and integration tests, Contractor shall create initial test data from converted data utilizing Contractor's tool to de-identify the data in County's test environment and deliver to County in an electronic format existing regression test scripts (and advise the County in County's development of additional scripts as necessary) which allows County to test each Component of the Baseline Application Software separately and validate that standard reports and Application Software meets all Specifications set forth in Attachments B.1 (Functional Requirements) and B.2 (Technical Requirements) to Exhibit B (Technical Solution Requirements) except to the extent requirements are otherwise to be tested under Task 8.4 (Conduct System Integration Test).

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

Contractor shall, within ten (10) Working Days of County's successful completion of the module testing as determined by County in its sole discretion, provide a written report in a format approved by County, of all Deficiencies reported to Contractor as a direct result of module testing.

DELIVERABLE 8.2 – MODULE TESTS

Contractor shall deliver standard regression test scripts and create initial test data in accordance with Task 8.2 (Conduct Module Tests). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) and deliver a written report of all Deficiencies reported to Contractor as a direct result of module testing in accordance with Task 8.2 (Conduct Module Tests).

Task 8.3 – Conduct Reporting Tool Tests

County shall test all report development tools as appropriate, to ensure that they meet the requisite requirements set forth in Exhibit B (Technical Solution Requirements). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

Contractor shall, within ten (10) Working Days of County's successful completion of the reporting tool testing as determined by County in its sole discretion, provide a written report in a format approved by County, of all Deficiencies reported to Contractor as a direct result of reporting tool testing.

DELIVERABLE 8.3 - REPORTING TOOL TESTS

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) and deliver a written report of all Deficiencies reported to Contractor as a direct result of reporting tool testing in accordance with Task 8.3 (Conduct Reporting Tool Tests).

Task 8.4 – Conduct System Integration Test

Ninety (90) Working Days prior to County conducting System integration tests, Contractor shall provide County with a schematic which depicts both data flow and data processing through the System for each Component to facilitate County's development of test scenarios. County shall conduct the System integration test, which is a systematic approach to the testing of the Hosting Environment, Application Software, County's business policies and workflow procedures and all existing Interfaces prior to Production Use. A complete and comprehensive System integration test must successfully perform all functional requirements, technical requirements and Interfaces and shall include all combinations of input, output and error conditions. Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work and provide consultative technical support and instruction to County Staff during County's development and execution of test scenarios.

Contractor shall, within ten (10) Working Days of County's successful completion of System integration testing as determined by County in its sole discretion, provide a written report in a format approved by County, of all Deficiencies detected as a direct result of System integration testing.

DELIVERABLE 8.4 - SYSTEM INTEGRATION TEST

Contractor shall deliver a complete System data flow and data processing schematic for the System to be used by County to complete a comprehensive System integration test which must successfully perform all functional requirements, technical requirements and Interfaces and shall include all combinations of input, output and error conditions. Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) and deliver a written report of all Deficiencies detected as a direct result of System integration testing in accordance with Task 8.4 (Conduct System Integration Test).

Task 8.5 – Conduct System Performance Test

County and Contractor shall conduct System Performance Test in the production environment in accordance with the System Test Plan approved by County to benchmark System performance and to determine and resolve any performance Deficiencies until such point as the System successfully meets the System Performance Requirements, including Response Time, identified in Exhibit D (Service Level Requirements). Contractor shall employ software that will simulate multiple Users and various activities occurring simultaneously in order to accurately evaluate the System's performance under moderate and rated-maximum load conditions. Contractor shall track the performance of the System under such conditions and correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

Contractor shall perform Business Continuity Tests as set forth in Task 3.4 (Synchronize for Application and Database Replication) of this Statement of Work to perform recovery testing as part of the performance test.

Contractor shall, within ten (10) Working Days of successful completion of System performance testing as determined by County in its sole discretion, report to County in a written format approved by County, its System performance test results which shall include a report of all Deficiencies detected as a direct result of System performance testing.

DELIVERABLE 8.5 – SYSTEM PERFORMANCE TEST – Key Deliverable

Contractor shall test System performance and recovery using software provided by Contractor which simulates multiple Users and various activities occurring simultaneously and correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies). Contractor shall deliver a written test results report and include a report of all Deficiencies detected as a direct result of System performance testing in accordance with Task 8.5 (Conduct System Performance Test).

TASK 9.0 – DATA CONVERSION

Task 9.1 – Develop Data Conversion Plan

County anticipates the Conversion of all clients and all client treatment episodes from the legacy Integrated System (IS). Contractor shall provide, for County's review and approval, a proposed data Conversion strategy for: (a) data clean up prior to Conversion; (b) the Conversion of all client identification, demographic and benefit data; (c) the Conversion of all client treatment episodes; and (d) the validation of converted data.

County shall deliver to Contractor for Conversion two (2) sets of data extracted from the Department's existing IS of: (a) all client identification, demographic and benefit data; and (b) all client treatment episodes. County shall exercise reasonable efforts to complete data clean up prior to data Conversion and shall exercise reasonable efforts to resolve as many data issues as possible prior to data Conversion; however, County makes no representations or warranties whatsoever concerning the quality or scope of data issues resolved by County prior to the data Conversion. County Staff shall assist Contractor with regards to their specific responsibilities to support System Conversion activities.

Contractor shall upon County's approval of Contractor's strategy, develop a Conversion plan (hereinafter "Data Conversion Plan") for County's review and approval that provides a data Conversion process which allows for the maximum reliance on an automated approach with minimum disruption to the existing legacy system and ongoing operations; however, Contractor should identify areas where manual replacement of data is recommended in lieu of automation. The Data Conversion Plan shall include without limitation all Components listed below:

A. Objectives;

B. Assumptions;

C. Scope;

D. Approach (e.g., sample record size, representative data, increasing volume of converted data, Conversion process, number of final Conversion files);

E. Schedule;

F. Responsibilities and resource requirements;

G. Identification of pre-Conversion requirements (e.g., data definitions and mapping, field formatting, code Conversion);

H. Data clean-up process, to include definition of methods to be employed to add records to the database if they did not convert successfully;

I. Data Conversion process flow diagram;

J. Development of program code in accordance with Task 9.2 (Develop Data Conversion Programs);

K. Development of Contractor's test plans, to include test scripts, regression testing, test outcome Acceptance criteria, specific sample records to be monitored and controls to ensure all records were either successfully converted or identified for exception processing;

L. Iterative results review and resolution of exceptions;

M. Data Conversion/client migration cutover plan;

N. Acceptance criteria, to include an acceptance threshold as determined by County; and

O. Contingency plan.

DELIVERABLE 9.1 – DATA CONVERSION PLAN

Contractor shall deliver for County's approval a Data Conversion strategy and Data Conversion Plan developed in accordance with Task 9.1 (Develop Data Conversion Plan).

Task 9.2 – Develop Data Conversion Programs

Contractor shall develop System Software for performing the Conversion and deliver to County a Data Conversion process flow diagram in accordance with the County's approved Data Conversion Plan.

DELIVERABLE 9.2 – DATA CONVERSION PROGRAMS – Key Deliverable

Contractor shall develop Conversion System Software and deliver to County a Data Conversion process flow diagram in accordance with Task 9.2 (Develop Data Conversion Programs).

Task 9.3 – Conduct Data Conversion Test

Contractor shall conduct Conversion testing of a full data Conversion in County's testing environment and correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work prior to release to County. All Conversion tests shall be repeated until such point as the Conversion successfully meets the test outcome Acceptance criteria as defined in the County's approved Data Conversion Plan. Within ten (10) Working Days of its successful completion of Conversion testing as determined by County in its sole discretion, Contractor shall report to County in a written format approved by County, its Conversion test results and identify Conversion timing, errors by type and volume, decision points for County's consideration as a result of Conversion outcomes which shall include a report all Deficiencies detected as a direct result of Conversion testing.

DELIVERABLE 9.3 – DATA CONVERSION TEST – Key Deliverable

Contractor shall conduct and successfully complete the Conversion testing, and correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies). Contractor shall deliver a written Conversion test results report and include a report of all Deficiencies detected as a direct result of Conversion testing in accordance with Task 9.3 (Conduct Data Conversion Test).

Task 9.4 – Conduct Conversion

Contractor shall convert all clients and all client treatment episodes from the legacy IS in accordance with the County-approved Data Conversion Plan and correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

Pursuant to Task 10.2 (Pilot Tests), Contractor shall deliver to County complete and tested System Software, free of all Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work, for Conversion that will allow County to convert and migrate data

from the existing IS system to Contractor's System. Contractor shall transition its Conversion procedures and programs to designated County Staff, provide instruction and respond to requests for assistance to ensure that program code can be operated by County Staff. Contractor shall provide technical User Documentation to support and assist County Staff in operating Conversion procedures and programs, including the analysis and resolution of Conversion problems.

DELIVERABLE 9.4 – CONVERSION – Key Deliverable

Contractor shall convert all clients and all client treatment episodes from the legacy IS in compliance with the Acceptance criteria defined in Task 9.1 (Develop Data Conversion Plan), correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) and deliver to County complete and tested System Software for Conversion, procedures for Conversion and technical User Documentation to County in accordance with Task 9.4 (Conduct Conversion).

TASK 10.0 – SYSTEM CUTOVER

Upon the successful completion of all applicable System configuration, integration, Custom Programming Modifications, data Conversion, trainer training and initial User training, Contractor shall consult with County and receive the approval of County's Project Manager prior to cutover of the System for Production Use. Upon cutover, the System Software shall be implemented in the production Hosting Environment.

System cutover shall include without limitation preparation for and placing into Production Use all Application Software purchased from Contractor, all Custom Programming Modifications, all Conversions, Contract Provider access to client information through a secure web-enabled portal, and all Interfaces set forth in Task 6.0 (Integration) of this Statement of Work.

System cutover shall include two (2) pilot tests to ensure that prior to a complete System roll-out all aspects of the System are operational in the production environment as set forth in the Specifications. Contractor shall lead the first pilot and County shall lead the second pilot. Each pilot test shall include Business Continuity Tests as set forth in Task 3.4 (Synchronize for Application and Database Replication) of this Statement of Work.

The first pilot test (Pilot 1) shall represent a subset of DMH directly operated programs in both field and clinic based settings. Authorizations, claims submission and processing and administration shall also be tested by both County and Contract Providers. Contract Providers shall access selected information in the System through a secure web-enabled portal and shall submit claims and other business and clinical transactions to the System using Electronic Data Interchange (EDI).

The second pilot test (Pilot 2) shall use the same model as described for Pilot 1, but County shall validate the effectiveness of the procedures for adding service delivery sites and programs to the System and the continued compliance of the System with Response Time Requirements prior to County's deployment of the System.

Task 10.1 – Develop System Cutover Plan

Contractor shall develop a System cutover strategy plan (hereinafter "System Cutover Plan") for County's review and approval which shall address the continuation and coordination of care and service delivery from the existing IS during System cutover and throughout System roll-out. The coordination of care for service delivery shall include but not be limited to continued access to all relevant client information, including identification and treatment information, and the continuation of County's data exchange with other County departments and agencies. The System Cutover Plan shall at minimum, include but not be limited to:

A. Cutover criteria;

B. Assumptions;

C. Approach (e.g., representative data and process to be used);

D. Responsibilities and resource requirements;

E. Cutover schedule;

F. Any additional/necessary details regarding Production Use Deficiency reporting and resolution as set forth in Exhibit D (Service Level Requirements);

G. Cutover contingency fall-back strategy;

H. Business Continuity Tests;

I. Validation of compliance with Response Time Requirements;

J. Post cutover assessment following the first pilot test; and

K. Identification of System or environmental modifications as applicable (e.g., adjustments to operating system and Application Software settings, workflow, policies, forms, training materials, Interfaces, migration, hardware, etc.).

DELIVERABLE 10.1 – SYSTEM CUTOVER PLAN

Contractor shall deliver for County approval a System Cutover Plan developed in accordance with Task 10.1 (Develop System Cutover Plan).

Task 10.1.1 – Pilot 1 Production Use

Contractor shall provide a written report for County's review and approval which shall certify that the System is operational for Pilot 1 testing. The report shall at minimum, confirm:

A. The System is functional, as configured and tested for DMH, in the hosted Production environment, including Business Continuity in accordance with Task 3.4 (Synchronize for Application and Database Replication);

B. DMH User access to the Production environment;

C. All non-client converted data successfully loaded and is available for verification and use;

D. A configured set of initial User roles to allow Pilot 1 authorized Users to access and use the System; and

E. The document scanning Perceptive Software (formerly Kofax Capture) and associated hardware are functional and available for scanning clients' medical records at Pilot 1 sites.

DELIVERABLE 10.1.1 – PRODUCTION USE

Contractor shall deliver for County's review and approval a written report attesting that the System is ready for Pilot 1 work in accordance with Task 10.1.1 (Pilot 1 Production Use).

Task 10.2 – Pilot Tests

A. Contractor shall, without limitation:

(1) Reassign immediately prior to commencement of Production Use, any outstanding Level II Priority Deficiencies as described in Section 1.9.1 to a new

Deficiency Priority Level in accordance with Section VIII.B(5) of Exhibit D (Service Level Requirements). In addition, if in accordance with Section 1.9.3, County elects to permit deferred resolution of any Level I Priority Deficiencies (as described in Section 1.9.1) until after cutover to Production Use, such ongoing Deficiencies shall also receive a new Deficiency Priority Level in accordance with Section VIII.B(5) of Exhibit D (Service Level Requirements);

(2) Assign to be on site at County for a period of no less than five (5) Working Days to provide Deficiency resolution during each pilot test, no less than four (4) Contractor technical staff members who have previously and fully participated at County's site in System configuration, integration, Conversion and testing Tasks including, providing on-the-job Application Software administration training and performing Contractor's Tasks defined in the System Cutover Plan. This period may also be extended as mutually agreed upon by County and Contractor or if at the County's discretion Deficiencies of a Level I or Level II Priority are not resolved;

(3) Successfully demonstrate compliance of the System with Response Time Requirements in Production Use for each pilot test;

(4) Successfully complete Business Continuity Tests for each pilot test; and

(5) Monitor the System during Pilot 1 and serve County in a consultative role to resolve workflow, operational, configuration and other issues, and otherwise ensure completion of two (2) successful consecutive monthly claims cycles following System cutover to Production Use.

B. Two successful consecutive monthly claim(s) cycles meeting the following conditions constitutes completion of the Pilot 1:

(1) The System operates in accordance with the Specifications and without a Deficiency of Level I Priority or Level II Priority in each case (as defined in Exhibit D (Service Level Requirements)) for no less than ninety (90) Working Days;

(2) Claims, including Contract Provider claims, are submitted for all payors, including Medi-Cal claims submitted to the SDMH and Medicare claims submitted to the Medicare Fiscal Intermediary, for which services were delivered during each pilot test;

(3) Submitted claims are accepted by both the SDMH with an approval rate at or above ninety-four percent (94%) and by the Medicare Fiscal Intermediary with an approval rate at or above eight-five percent (85%) for services delivered;

(4) The remittance advice records for each month's claims received are properly posted in the System; and

(5) The Checkwrite file is successfully transmitted to and accepted by the Auditor-Controller.

DELIVERABLE 10.2 – PILOT TESTS

Contractor shall reassign any outstanding pre-production Deficiencies and correct all Production Use Level I and Level II Priority Deficiencies in accordance with Exhibit D (Service Level Requirements) and complete all cutover and test activities in accordance with Task 10.2 (Pilot Tests) and as defined in the System Cutover Plan.

Task 10.3 – Final System Acceptance

Contractor shall receive Final System Acceptance following the successful completion of Pilot 1 as set forth in Task 10.2 (Pilot Tests) and all other Tasks set forth in this Statement of Work.

A. In the event that Final System Acceptance is not achieved within two hundred and fifty (250) Working Days of the commencement of Production Use, Contractor shall:

(1) Provide a written proposed solution and schedule that will satisfy all Specifications, subject to the written approval of County's Project Director; and

(2) Upon County's Project Director's Acceptance of the proposed plan developed per part (A) immediately above, implement the proposed solution, resolving all Level I and Level II Priority Deficiencies (as defined in Exhibit D (Service Level Requirements)), until such time as County provides Final System Acceptance.

B. Contractor shall analyze overall implementation results, document its evaluation of the functioning of the System and assess the success and shortcomings of the System implementation efforts following the completion of the first pilot test. Within twenty (20) Working Days of the completion of Pilot 1, Contractor shall prepare and submit to County an initial Post Implementation Evaluation Report (PIER). The PIER shall evaluate the System implementation and cutover process and shall include the following:

(1) Comparisons/analyses of actual versus planned completion of project Tasks;

(2) Anticipated versus actual resources required;

(3) Business and systems lessons learned;

(4) Pitfalls to avoid in the future;

(5) User feedback;

(6) Best practice business guidelines that increase User efficiencies;

(7) Operational suggestions which aid County in conducting subsequent roll-outs;

(8) Suggested guidelines or tools for installing future phases and Enhancements specific to County's operational environment; and

(9) Suggested system release methodologies for future Enhancements specific to County's operational environment.

C. Pilot 2 shall be initiated upon Final System Acceptance. Contractor shall provide updated System cutover procedures to County in writing prior to County's initiation of Pilot 2. Contractor shall monitor the System during Pilot 2 to validate the effectiveness of the procedures for adding service delivery sites and programs to the System, and shall serve County in a consultative role to resolve workflow, operational, configuration and other issues, and otherwise ensure completion of one (1) additional successful monthly claim cycle. Furthermore, in accordance with Attachment A.6 (Contractor's On-site Transitional Application Administrator) Contractor shall assign one (1) Transitional Application Administrator to remain on-site at a designated County Facility for a period of up to twenty-four (24) months to provide System application administration, transition their responsibilities to County, and subsequently provide System support, technical assistance, and consultation to County in a supporting role.

DELIVERABLE 10.3 – FINAL SYSTEM ACCEPTANCE – Key Deliverable

Contractor shall provide updated System cutover procedures, validate the effectiveness of the

procedures, ensure completion of one (1) additional successful monthly claim cycle, prepare the PIER in accordance with Task 10.3 (Final System Acceptance) and deliver to County within twenty (20) Working Days of the completion of Pilot 1. Furthermore, in accordance with Attachment A.6 (Contractor's On-site Transitional Application Administrator) Contractor shall assign one (1) Transitional Application Administrator to remain on-site at a designated County Facility for a period of up to twenty-four (24) months to provide System application administration, transition their responsibilities to County, and subsequently provide System support, technical assistance, and consultation to County in a supporting role.

TASK 11.0 – SYSTEM CLOSE-OUT / SHUT-DOWN

County may elect to receive transition services hereunder (as further set forth in this Task 11.0, the "Transition Services") by providing written notice (a "Transition Services Election") to Contractor. Such notice may be given at any time in connection with a notice of termination prior to the natural expiration of the Term, or may otherwise be provided not less than one hundred twenty (120) days prior to the natural expiration hereof. Upon receipt of the Transition Services Election, Contractor shall perform Transition Services that will facilitate a smooth shut-down of the System and/or transition to another system, as further set forth below.

Contractor shall ensure that during the shut-down of the System and/or transition to any replacement system(s), Department clinical programs are not interrupted from delivering services and billing for services. At termination, the Department must have a useable copy of all System data, which shall be provided by Contractor in a format and media to be determined by County. Contractor, with assistance from County, will develop a transition plan (hereinafter "System Transition Plan") that will address all aspects of the shut-down and/or transition to a new system, including both data transfer and claims run-out services, and will detail the activities of each party, including timelines, to successfully shut-down the System and transition to any applicable replacement system(s).

Furthermore, the Department must be able to meet any audit requests from State and Federal regulators, and Contractor shall upon written request of County's Project Director, or his/her designee, provide any required Transition Services including any necessary services and required Work to meet audit requests to facilitate County's response to such an audit.

All Transition Services provided pursuant to this Task 11.0 shall be performed as Other Professional Services, and Contractor shall invoice County for such Transition Services in accordance with Attachment A.5 (Other Professional Services Fee Schedule).

DELIVERABLE 11.1 – CLOSE-OUT PLAN

Contractor will deliver to County a System Transition Plan which facilitates a smooth transition/shut-down, transfer of all data, any applicable claims run-out services, any services in connection with any audits requested as of the plan date, and all other Transition Services, in accordance with Task 11.0 (System Close-Out/Shut-Down).

DELIVERABLE 11.2 – DATA FILES

Contractor will extract all data in the System and provide it to County in a format specified in the System Transition Plan prior to termination of this Agreement.

DELIVERABLE 11.3 – CLAIMS RUN-OUT SERVICES

If applicable, Contractor will be asked to provide Work to support a full claims cycle run-out period for providers not to exceed one (1) year.

DELIVERABLE 11.4 – AUDIT REQUESTS

If applicable, Contractor will be asked to provide Work to support County's response to audit

requests from State or Federal regulators.

TASK 12.0 – PROJECT PLANNING FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Task 12.1 – Contractor Resource Plan for OrderConnect Under Change Notice Number Three

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

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

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

A. The proposed role;

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

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

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

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

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

DELIVERABLE 12.1 – CONTRACTOR RESOURCE PLAN FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall submit a detailed resource plan, resumes and references of proposed Contractor personnel; and a project team organization hierarchical box structure; and shall identify work space and equipment needs for Contractor's project staff requiring access at the

capacity of a full time staff equivalent in accordance with Task 12.1 (Contractor Resource Plan for OrderConnect Under Change Notice Number Three).

Task 12.2 – Update and Present Detailed Work Plan to Include OrderConnect Under Change Notice Number Three

Contractor shall update and electronically submit the Detailed Work Plan to include OrderConnect under Change Notice Number Three, using the most recent version of Microsoft® Project currently used in the Department, to include all project activities for the application delivery, configuration, integration, testing, training, Conversion, cutover, pilot and close-out phases of the project necessary to implement OrderConnect and integrate with the System.

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

A. Project Milestones;

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

C. Sequencing and linking of key dependencies between Tasks;

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

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

F. Baseline start and end dates.

DELIVERABLE 12.2 – UPDATE DETAILED WORK PLAN FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall submit an updated Detailed Work Plan in accordance with Task 12.2 (Update and Present Detailed Work Plan to Include OrderConnect Under Change Notice Number Three) for County's review and approval.

TASK 13.0 - DELIVER ORDERCONNECT AND DOCUMENTATION UNDER CHANGE NOTICE NUMBER THREE

Task 13.1 – Deliver OrderConnect and Documentation Under Change Notice Number Three

Contractor shall provide in writing a list of all Components of OrderConnect identified in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software), and shall certify that OrderConnect has been established for County, within sixty (60) Working Days as of the effective date of the Change Notice, with the exception of Interfaces, configurations and Custom Programming Modifications to be developed.

Contractor shall provide Documentation of all OrderConnect functionality and data definitions. Documentation for end-users shall be in the format of on-line help.

DELIVERABLE 13.1 - DELIVER ORDERCONNECT AND DOCUMENTATION UNDER CHANGE NOTICE NUMBER THREE

Contractor shall deliver the OrderConnect and Documentation to County, with the exception of Interfaces, configurations and Custom Programming Modifications, in accordance with Task 13.1 (Deliver OrderConnect and Documentation Under Change Notice Number Three).

Contractor shall certify in writing the delivery of all Components of OrderConnect.

TASK 14.0 - TRAINING FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Task 14.1 – Develop Training Plan for OrderConnect Under Change Notice Number Three

Prior to initiating training of County Staff, Contractor shall develop a training plan for County's approval which shall include training on all aspects of OrderConnect for two (2) specific and distinct classes of County Staff identified in Item B in this Task 14.1. In developing the training plan, Contractor shall employ a training methodology that ensures the training requirements and training materials are effectively used throughout all instances of training.

A. Contractor shall develop a training plan which includes:

Approach

(1) Contractor's approach for training distinct classes of trainees, based on their respective role, specific to the OrderConnect implementation and OrderConnect support responsibilities as described in Task 14.2 (Conduct Training for OrderConnect Under Change Notice Number Three);

Training Schedule

(2) Contractor's timeline and detailed training schedule which includes dates and times for conducting the following trainings:

(a) OrderConnect administration training

- InfoChannel and BackChannel Interface training
- Standard Report training
- OrderConnect configuration training

(b) County User training

(c) County trainer training

Training Materials

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

(4) Contractor's creation of and required User training data in OrderConnect training environment;

(5) Contractor's recommendations to County for determining its approach to training Users prior to OrderConnect roll-out; and

(6) Contractor's recommendations to County for annual, additional and ongoing training specific to each distinct class of trainees, which could include seminars, web casts, conferences, and Contractor or customer-based User groups.

DELIVERABLE 14.1 – TRAINING PLAN FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall develop and deliver to County a training plan for County's review and approval, in accordance with Task 14.1 (Develop Training Plan for OrderConnect Under Change Notice Number Three).

Task 14.2 – Conduct Training for OrderConnect Under Change Notice Number Three

Upon County's approval of training plan, Contractor shall conduct training sessions utilizing training materials and Documentation as set forth in Task 14.3 (Training Materials and Documentation for OrderConnect Under Change Notice Number Three) in accordance with Attachment A.4 (System Training) and at minimum, deliver the following:

A. OrderConnect administration training:

OrderConnect Interfaces training:

Contractor shall provide training to County Staff on standard OrderConnect Interfaces (InfoChannel and BackChannel) including, but not limited to, activities specific to support and maintenance of the standard Interfaces to and from the OrderConnect. Upon completion of such training, trainee shall demonstrate a detailed working knowledge and understanding of the OrderConnect Interfaces including Interface administration utilities.

OrderConnect report training:

Contractor shall provide training to County Staff on standard OrderConnect reports. Upon completion of such training, trainee shall demonstrate the competency necessary to run and distribute standard reports. Such training shall include without limitation, the use of report, distribution of reports and any report data export capabilities.

OrderConnect administration and configuration training:

Contractor shall provide training to County Staff including, but not limited to activities specific to administering and configuring OrderConnect. Upon completion of such training, trainee shall demonstrate a detailed working knowledge of OrderConnect administration utilities, configuration settings and capabilities so as to achieve competency as it pertains to trainees-specific implementation responsibilities to administer, configure, roll-out, and support OrderConnect.

B. OrderConnect User training:

Contractor shall provide training to County Staff, using OrderConnect, in order for the trainee to demonstrate a proficient level of understanding of OrderConnect functionality and how to use OrderConnect to e-Prescribe.

C. OrderConnect trainer training:

Contractor shall provide training to County Staff trainers on OrderConnect, in order for the trainer to demonstrate a proficient level of understanding of OrderConnect functionality and how to use and train others to use OrderConnect to e-Prescribe.

DELIVERABLE 14.2 – TRAINING FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall provide classes per the approved training plan for OrderConnect, deliver training materials, Documentation and training data, unless elected otherwise by County in accordance with Task 14.2 (Conduct Training for OrderConnect Under Change Notice Number Three).

Task 14.3 – Training Materials and Documentation for OrderConnect Under Change Notice Number Three

A. Contractor shall provide an electronic copy of standard OrderConnect training materials specific to each distinct class of training in accordance with Section 2.0 (Document Tools and Formatting) of this Statement of Work and shall include:

(1) Training session agendas;

(2) Lesson plans which describe the objective of each training; and

(3) Training exercises.

B. Contractor shall provide an electronic copy of the standard Documentation in accordance with Section 2.0 (Document Tools and Formatting) of this Statement of Work which shall include:

(1) An orientation to OrderConnect including the interdependency of data between all System Components;

(2) Descriptions of OrderConnect functionality that include screen prints, step-by-step instructions on how to navigate through OrderConnect and how to use each function, and a description of all reports associated with OrderConnect;

(3) Instructions on how to access and use online help; and

(4) Instructions on how to troubleshoot OrderConnect error messages and respond to OrderConnect notifications.

Such electronic Documentation shall be organized in such a manner so that County Staff can readily locate, identify, understand and use the information as an aid in the completion of their respective OrderConnect implementation Tasks and responsibilities.

DELIVERABLE 14.3 – TRAINING MATERIALS FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall deliver to the County's Project Manager or designated County's Project Lead electronic OrderConnect training materials and Documentation to be distributed to each trainee in accordance with Task 14.3 (Training Materials and Documentation for OrderConnect Under Change Notice Number Three).

TASK 15.0 – CONFIGURE ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall provide consultative guidance and recommended practices to support County's configuration of OrderConnect settings. Contractor shall review OrderConnect configuration settings to ensure that they meet the applicable Specifications, requirements and standards set forth in Exhibit B (Technical Solution Requirements) of this Agreement.

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

DELIVERABLE 15.0 – CONFIGURE ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) and confirm in writing that the System is configured and operational for module testing in accordance with Task 15.0 (Configure OrderConnect Under Change Notice Number Three).

TASK 16.0 – INTEGRATION FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Task 16.1 – Provide BackChannel File Interface (Data Warehouse) For OrderConnect Under Change Notice Number Three

Contractor and County shall test and implement the OrderConnect BackChannel Interface to the County's Data Warehouse as part of the OrderConnect implementation. Contractor is responsible for the testing and delivery of the standard BackChannel file that contains the information that will be used by the County Data Warehouse. County is responsible for any Components required to load the BackChannel file data into the County Data Warehouse. County Staff shall monitor and support this Interface with regards to its specific responsibilities and in accordance with Task 14.0 (Training for OrderConnect Under Change Notice Number Three).

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

DELIVERABLE 16.1 – PROVIDE BACKCHANNEL FILE INTERFACE (DATA WAREHOUSE) FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall test, install and otherwise fully implement the standard Interface in accordance with Task 16.1 (Provide BackChannel File Interface (Data Warehouse) For OrderConnect Under Change Notice Number Three).

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

Task 16.2 – Provide BackChannel File Interface (System) for OrderConnect Under Change Notice Number Three

Contractor shall test and implement the OrderConnect BackChannel Interface with the System in accordance with Task 6.0 (Integration). County Staff shall monitor and support this System Interface with regards to its specific responsibilities and in accordance with Task 14.0 (Training for OrderConnect Under Change Notice Number Three).

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

DELIVERABLE 16.2 – PROVIDE BACKCHANNEL FILE INTERFACE (SYSTEM) FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall test, install and otherwise fully implement the OrderConnect BackChannel Interface in accordance with Task 6.0 (Integration).

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

Task 16.3 – Provide InfoChannel File Interface (from County) for OrderConnect Under Change Notice Number Three

Contractor and County shall test and implement the OrderConnect InfoChannel Interface with the County's legacy system as part of the OrderConnect implementation. Contractor is responsible for the testing and delivery of the standard InfoChannel Interface that receives a file of admission information that will be used by the OrderConnect. County is responsible for any Components required to extract and create a data file for the InfoChannel Interface. County Staff shall monitor and support this Interface with regards to its specific responsibilities

and in accordance with Task 14.0 (Training for OrderConnect Under Change Notice Number Three).

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

DELIVERABLE 16.3 – PROVIDE INFOCHANNEL FILE INTERFACE (FROM COUNTY) FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall test, install and otherwise fully implement the OrderConnect InfoChannel Interface in accordance with Task 16.3 (Provide InfoChannel File Interface (from County) for OrderConnect Under Change Notice Number Three).

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

Task 16.4 – Provide InfoChannel File Interface (System) for OrderConnect Under Change Notice Number Three

Contractor shall test and implement the InfoChannel Interface with the System in accordance with Task 6.0 (Integration). County Staff shall monitor and support this System Interface with regards to their specific responsibilities and in accordance with Task 14.0 (Training for OrderConnect Under Change Notice Number Three).

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

DELIVERABLE 16.4 – PROVIDE INFOCHANNEL FILE INTERFACE (SYSTEM) FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall test, install and otherwise fully implement the InfoChannel Interface in accordance with Task 6.0 (Integration).

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

TASK 17.0 – DEVELOP CUSTOM PROGRAMMING MODIFICATIONS FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall develop, test, install and otherwise fully implement Pharmacy Tags in accordance with Paragraph 1.4.31 (Custom Programming Modifications) of the Agreement.

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

DELIVERABLE 17.0 – CUSTOM PROGRAMMING MODIFICATIONS FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall deliver Custom Programming Modifications in accordance with Task 17.0 (Develop Custom Programming Modifications for OrderConnect Under Change Notice Number Three).

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

TASK 18.0 – SYSTEM TESTS FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Upon the completion of successful configuration, custom modification and integration of OrderConnect, with the exception of Tasks 16.2 (Provide BackChannel File Interface (System) for OrderConnect Under Change Notice Number Three) and 16.4 (Provide InfoChannel File Interface (System) for OrderConnect Under Change Notice Number Three) both Contractor and County shall perform System Tests for OrderConnect as provided in this Task 18.0 (hereinafter also separately or cumulatively "System Test(s)") in the testing environment, unless otherwise specified by County. All System Tests shall be repeated until successfully completed in accordance with System Acceptance for OrderConnect criteria as defined in Task 18.1 (Develop System Test Plan for OrderConnect Under Change Notice Number Three). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

Task 18.1 – Develop System Test Plan for OrderConnect Under Change Notice Number Three

After consulting with County and receiving the approval of County's Project Manager or designated County's Project Lead on Contractor's proposed test strategy, Contractor shall develop a corresponding test plan (hereinafter "System Test Plan") for all System Tests. Contractor shall deliver the System Test Plan for OrderConnect to County for County's review and approval. The System Test Plan for OrderConnect shall include without limitation defining assumptions, testing scope, approach, System Test Acceptance criteria, testing schedules and assignment of responsibilities, and resource requirements.

DELIVERABLE 18.1 – SYSTEM TEST PLAN FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall develop and deliver to County a System Test Plan for OrderConnect for County's review and approval, in accordance with Task 18.1 (Develop System Test Plan for OrderConnect Under Change Notice Number Three).

Task 18.2 – Conduct Module Tests for OrderConnect Under Change Notice Number Three

Prior to County conducting integration tests, Contractor shall create initial test data in the test environment. County will test OrderConnect and validate that standard reports and Application Software meet all applicable Specifications set forth in Attachments B.1 (Functional Requirements) and B.2 (Technical Requirements) to Exhibit B (Technical Solution Requirements) except to the extent requirements are otherwise to be tested under Task 8.4 (Conduct System Integration Test).

Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

Contractor shall, within ten (10) Working Days of County's successful completion of the module and report testing as determined by County in its sole discretion, provide a written report in a format approved by County, of all Deficiencies reported to Contractor as a direct result of module and report testing.

DELIVERABLE 18.2 – MODULE TESTS FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall create initial test data in accordance with Task 18.2 (Conduct Module Tests for OrderConnect Under Change Notice Number Three). Contractor shall correct all detected

Deficiencies in accordance with Section 1.9 (System Deficiencies) and deliver a written report of all Deficiencies reported to Contractor as a direct result of module testing in accordance with Task 18.2 (Conduct Module Tests for OrderConnect Under Change Notice Number Three).

TASK 19.0 – DATA CONVERSION FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Task 19.1 – Develop Data Conversion Plan for OrderConnect Under Change Notice Number Three

County and Contractor shall determine data Conversion requirements related to the implementation of OrderConnect which will use the standard OrderConnect InfoChannel Interface to perform the data load. Contractor shall provide, for County's review and approval, a proposed data Conversion strategy for: (a) the Conversion steps for data Conversion; and (b) the validation of converted data.

County shall deliver to Contractor for Conversion a set of data to include all clients' identification and demographics from County legacy system. County shall exercise reasonable efforts to complete data clean up prior to data Conversion and shall exercise reasonable efforts to resolve as many data issues as possible prior to data Conversion; however, County makes no representations or warranties whatsoever concerning the quality or scope of data issues resolved by County prior to the data Conversion. County Staff shall assist Contractor with regards to their specific responsibilities to support System Conversion activities.

Contractor shall upon County's approval of Contractor's strategy, develop a Conversion plan (hereinafter "Data Conversion Plan for OrderConnect") for County's review and approval that provides a data Conversion process which allows for the maximum reliance on an automated approach with minimum disruption to the existing legacy system and ongoing operations; however, Contractor should identify areas where manual replacement of data is recommended in lieu of automation. The Data Conversion Plan for OrderConnect shall include without limitation all elements listed below:

A. Objectives;

B. Assumptions;

C. Scope;

D. Approach (e.g., sample record size, representative data, increasing volume of converted data, Conversion process, number of final Conversion files);

E. Schedule;

F. Responsibilities and resource requirements;

G. Identification of pre-Conversion requirements (e.g., data definitions and mapping, field formatting, code Conversion);

H. Data clean-up process, to include definition of methods to be employed to add records to the database if they did not convert successfully;

I. Data Conversion process flow diagram;

J. Development of Contractor's test plans, to include test scripts, regression testing, test outcome Acceptance criteria, specific sample records to be monitored and controls to ensure all records were either successfully converted or identified for exception processing;

K. Iterative results review and resolution of exceptions;

L. Data Conversion cutover schedule;

M. Acceptance criteria, to include an acceptance threshold as determined by County; and

N. Contingency plan.

DELIVERABLE 19.1 – DATA CONVERSION PLAN FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall deliver for County's approval a Data Conversion strategy and Data Conversion Plan developed in accordance with Task 19.1 (Develop Data Conversion Plan for OrderConnect Under Change Notice Number Three).

Task 19.2 – Conduct Data Conversion Test for OrderConnect Under Change Notice Number Three

Contractor shall conduct Conversion testing of a full data Conversion in County's testing environment and correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work prior to release to County. All Conversion tests shall be repeated until such point as the Conversion successfully meets the test outcome Acceptance criteria as defined in the County's approved Data Conversion Plan for OrderConnect. Within ten (10) Working Days of its successful completion of Conversion testing as determined by County in its sole discretion, Contractor shall report to County in a written format approved by County, its Conversion test results and identify Conversion timing, errors by type and volume, decision points for County's consideration as a result of Conversion outcomes which shall include a report all Deficiencies detected as a direct result of Conversion testing.

DELIVERABLE 19.2 – DATA CONVERSION TEST FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall conduct and successfully complete the Conversion testing, and correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies). Contractor shall deliver a written Conversion test results report and include a report of all Deficiencies detected as a direct result of Conversion testing in accordance with Task 19.2 (Conduct Data Conversion Test for OrderConnect Under Change Notice Number Three).

TASK 20.0 – CUTOVER FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Upon the successful completion of all applicable OrderConnect configuration, integration, with the exception of Tasks 16.2 (Provide BackChannel File Interface (System) for OrderConnect Under Change Notice Number Three) and 16.4 (Provide InfoChannel File Interface (System) for OrderConnect Under Change Notice Number Three)Custom Programming Modifications, data Conversion and training, Contractor shall consult with County and receive the approval of County's Project Manager or designated County's Project Lead prior to cutover of OrderConnect Production Use. Upon cutover, OrderConnect shall be made available for Production Use in the OrderConnect production environment.

OrderConnect cutover shall include, without limitation, preparation for and placing into Production Use, all Custom Programming Modifications, all Conversions, and all Interfaces with the exception of Task 16.4 (Provide InfoChannel File Interface (System) for OrderConnect Under Change Notice Number Three) set forth in Task 16.0 (Integration for OrderConnect Under Change Notice Number Three) of this Statement of Work.

OrderConnect cutover shall include a pilot, at County's sole discretion, to ensure that prior to a complete roll-out, all aspects of OrderConnect are operational in the production environment as set forth in the Specifications. Contractor shall assist County in the pilot. The pilot shall represent a subset of DMH prescribers and non-prescribers, not to exceed fifty (50).

Task 20.1 – Develop Cutover Plan for OrderConnect Under Change Notice Number Three

Contractor shall develop an OrderConnect cutover strategy plan (hereinafter "Cutover Plan for OrderConnect") for County's review and approval which shall address OrderConnect functions from the existing Prescription Authorization and Tracking System (PATS) during OrderConnect cutover. The System Cutover Plan for OrderConnect shall at minimum, include but not limited to:

A. Cutover criteria;

B. Assumptions;

C. Approach (e.g., representative data and process to be used);

D. Responsibilities and resource requirements;

E. Cutover schedule;

F. Any additional/necessary details regarding Production Use Deficiency reporting and resolution as set forth in Exhibit D (Service Level Requirements);

G. Cutover contingency fall-back strategy;

H. Post cutover assessment following the pilot test; and

I. Identification of OrderConnect or environmental modifications as applicable (e.g., System settings, workflow, training materials, Interfaces, Conversion, etc.).

DELIVERABLE 20.1 – CUTOVER PLAN FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall deliver for County approval a Cutover Plan for OrderConnect developed in accordance with Task 20.1 (Develop Cutover Plan for OrderConnect Under Change Notice Number Three).

Task 20.2 – Pilot for OrderConnect Under Change Notice Number Three

A. Contractor shall, without limitation:

(1) Reassign immediately prior to commencement of Production Use, any outstanding Level II Priority Deficiencies as described in Section 1.9.1 to a new Deficiency Priority Level in accordance with Section VIII.B(5) of Exhibit D (Service Level Requirements). In addition, if in accordance with Section 1.9.3, County elects to permit deferred resolution of any Level I Priority Deficiencies (as described in Section 1.9.1) until after cutover to Production Use, such ongoing Deficiencies shall also receive a new Deficiency Priority Level in accordance with Section VIII.B(5) of Exhibit D (Service Level Requirements);

(2) Assign to be on site at County for a period of no less than five (5) Working Days to provide Deficiency resolution during the pilot, no less than one (1) Contractor technical staff member who has previously participated in OrderConnect configuration, integration, Conversion and testing Tasks. This period may also be extended as mutually agreed upon by County and Contractor or if at the County's discretion Deficiencies of a Level I or Level II Priority are not resolved;

(3) Successfully demonstrate compliance of the OrderConnect with Response Time Requirements in Production Use for the pilot in accordance with Schedule D.1 (Response Time Requirements) to Exhibit D (Service Level Requirements); and

(4) Monitor OrderConnect during pilot and serve County in a consultative role to resolve workflow, operational, configuration and other issues, and otherwise ensure completion of one (1) months entry of medication orders.

DELIVERABLE 20.2 – PILOT FOR ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall reassign any outstanding pre-production Deficiencies and correct all Production Use Level I and Level II Priority Deficiencies in accordance with Exhibit D (Service Level Requirements) and complete all cutover and test activities in accordance with Task 20.2 (Pilot for OrderConnect Under Change Notice Number Three) and as defined in the Cutover Plan for OrderConnect.

Task 20.3 – Final Acceptance of OrderConnect Under Change Notice Number Three

Contractor shall receive final Acceptance of OrderConnect following the successful completion of the pilot as set forth in Task 20.2 (Pilot for OrderConnect Under Change Notice Number Three) and all other Tasks set forth in this Statement of Work.

A. In the event that final Acceptance is not achieved within one hundred and eighty (180) Working Days of the commencement of Production Use, Contractor shall:

(1) Provide a written proposed solution and schedule that will satisfy all Specifications, subject to the written approval of County's Project Director; and

(2) Upon County's Project Director's Acceptance of the proposed plan developed per part (A) immediately above, implement the proposed solution, resolving all Level I and Level II Priority Deficiencies as defined in Exhibit D (Service Level Requirements), until such time as County provides final Acceptance of OrderConnect.

B. Contractor shall analyze overall implementation results, document its evaluation of the functioning of OrderConnect and assess the success and shortcomings of OrderConnect implementation efforts following the completion of the pilot. Within twenty (20) Working Days of the completion of the pilot, Contractor shall prepare and submit to County an initial PIER. The PIER shall evaluate the OrderConnect implementation and cutover process and shall include the following:

(1) Comparisons/analyses of actual versus planned completion of project Tasks;

(2) Anticipated versus actual resources required;

(3) Business and systems lessons learned;

(4) Pitfalls to avoid in the future;

(5) User feedback;

(6) Best practice business guidelines that increase User efficiencies;

(7) Operational suggestions which aid County in conducting subsequent roll-outs; and

(8) Suggested guidelines or tools for installing future phases and Enhancements specific to County's operational environment.

DELIVERABLE 20.3 – FINAL ACCEPTANCE OF ORDERCONNECT UNDER CHANGE NOTICE NUMBER THREE

Contractor shall provide updated cutover for OrderConnect procedures, validate the effectiveness of the procedures, ensure completion of one (1) month entry of medication orders by the pilot prescribers, prepare the PIER in accordance with Task 20.3 (Final Acceptance of OrderConnect Under Change Notice Number Three) and deliver to County within twenty (20) Working Days of the completion of the pilot.

DELIVERABLE 20.3.1 – PROVIDE ORDERCONNECT SERVICES UNDER CHANGE NOTICE NUMBER THREE

Contractor shall provide OrderConnect services to County.

AMENDMENT NUMBER TWO TO
AGREEMENT NUMBER 77676

ATTACHMENT 2

Exhibit C (Price and Schedule of Payments) -
(Replaced in its entirety by revised Exhibit C
Under Amendment Number Two of Agreement)

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

Contractor will be paid on a fixed-price basis for completed and accepted Deliverables as set forth below. Each Deliverable is subject to a thirty percent (30%) Holdback Amount as set forth in Paragraph 8.4 (Holdbacks) of this Agreement unless otherwise noted.

I. DELIVERABLES

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 1.1 - Project Planning	$40,200	$28,140	$12,060
Deliverable 1.2 - Contractor Staff	$153,360	$107,352	$46,008
Deliverable 1.3 - Detailed Work Plan	$95,322	$66,725	$28,597
Deliverable 2.0 - Project Status Reports M1	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M2	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M3	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M4	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M5	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M6	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M7	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M8	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M9	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M10	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M11	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M12	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M13	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M14	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M15	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M16	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M17	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M18	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M19	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M20	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M21	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M22	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M23	$47,089	$32,962	$14,127
Deliverable 2.0 - Project Status Reports M24	$47,089	$32,962	$14,127

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT[4]	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT DUE UPON FINAL SYSTEM ACCEPTANCE
Deliverable 3.1.1 - Prepare Data Center	$55,493	$55,493	[5]
Deliverable 3.1.2 - Provide Dedicated Network[12]	$180,084	$180,084	[5]
Deliverable 3.1.3 - Provide System Administration Portal	$437,326	$437,326	[5]
Deliverable 3.1.4 - Confirm Hosting Environment Is Established[13]	$411,605	$411,605	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M4	$92,748	$92,748	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M5	$92,748	$92,748	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M6	$92,748	$92,748	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M7	$92,748	$92,748	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M8	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M9	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M10	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M11	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M12	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M13	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M14	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M15	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M16	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M17	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M18	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M19	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M20	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M21	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M22	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M23	$148,292	$148,292	[5]
Deliverable 3.1.5 - Provide Monthly Hosting Services M24	$148,288	$148,288	[5]
Deliverable 3.2 - Application Software Delivery	$9,281,967	$6,497,377	$2,784,590
Deliverable 3.2.1 - Early Project Development Environment	$28,290	$28,290	[5]
Deliverable 3.3 - Load Baseline Application Software	$1,523,040	$1,066,128	$456,912
Deliverable 3.4 - Synchronize for Application and Database Replication	$96,348	$67,444	$28,904

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT [1]	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	10% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 4.1 - Training Plan	$88,787	$62,151	$26,636
Deliverable 4.2 - Training	$647,688	$647,688	[5]
Deliverable 4.3 - Training Materials	$259,440	$259,440	[5]
Deliverable 5.0 - Configure System	$3,990,938	$2,793,657	$1,197,281
Deliverable 6.1 - Integration[14][22]	$562,170	$562,170	[5]
Deliverable 7.0 - Custom Programming Modifications [2][15][17][18][19][20][21][24][25][27][28]	$737,999	$737,999	[5]
Deliverable 8.1 - System Test Plan	$123,799	$86,659	$37,140
Deliverable 8.2 - Module Tests	$847,152	$593,006	$254,146
Deliverable 8.3 - Reporting Tool Tests	$212,400	$148,680	$63,720
Deliverable 8.4 - System Integration Test	$101,280	$101,280	[5]
Deliverable 8.5 - System Performance Test	$116,604	$116,604	[5]
Deliverable 9.1 - Data Conversion Plan	$69,645	$48,751	$20,894
Deliverable 9.2 - Data Conversion Programs	$56,400	$39,480	$16,920
Deliverable 9.3 - Data Conversion Test	$478,188	$478,188	[5]
Deliverable 9.4 - Conversion	$61,047	$61,047	[5]
Deliverable 10.1 - System Cutover Plan[16][26]	$1,191,560	$1,171,904	$19,656
Deliverable 10.1.1 - Pilot 1 Production Use	[30]	[30]	[5][30]
Deliverable 10.2 - Pilot Tests	$963,302	$963,302	[5]
Deliverable 10.3 - Final System Acceptance	[3][5]	[3][5]	[3][5]
Deliverable 11.1 - Close-Out Plan	[2]	[2]	[2]
Deliverable 11.2 - Data Files	[2]	[2]	[2]
Deliverable 11.3 - Claims Run-Out Services	[2]	[2]	[2]
Deliverable 11.4 - Audit Requests	[2]	[2]	[2]
AMENDMENT NUMBER TWO SUB-TOTAL	**$26,833,522**	**$23,357,760**	**$3,475,762**

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT[1]	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	10% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 12.1 - Resource Plan for OrderConnect[7]	$2,268	$1,588	$680
Deliverable 12.2 - Update Detailed Work Plan for OrderConnect[7]	$2,722	$1,905	$817
Deliverable 13.1 - Delivery of OrderConnect and Documentation[7]	$1,512	$1,058	$454
Deliverable 14.1 - Training Plan for OrderConnect[7]	$4,494	$3,146	$1,348
Deliverable 14.2 - Training for OrderConnect[7]	$36,851	$25,796	$11,055
Deliverable 14.3 - Training Materials for OrderConnect[7]	$3,595	$2,516	$1,079
Deliverable 15.0 - Configure OrderConnect[7]	$4,536	$3,175	$1,361
Deliverable 16.1 - Provide BackChannel File Interface (Data Warehouse)[7]	$32,700	$22,890	$9,810
Deliverable 16.2 - Provide BackChannel File Interface (System) for OrderConnect[7]	[10]	[10]	[10]
Deliverable 16.3 - Provide InfoChannel File Interface (from County) for OrderConnect[7]	$39,000	$27,300	$11,700
Deliverable 16.4 - Provide InfoChannel File Interface (System) for OrderConnect[7]	[10]	[10]	[10]
Deliverable 17.0 - Custom Programming Modifications[7]	$34,848	$24,394	$10,454
Deliverable 18.1- System Test Plan for OrderConnect[7]	$2,268	$1,588	$680
Deliverable 18.2 - Module Tests for OrderConnect[7]	$5,686	$3,980	$1,706
Deliverable 19.1 - Data Conversion Plan for OrderConnect[7]	$12,384	$8,669	$3,715
Deliverable 19.2 - Data Conversion Test for OrderConnect[7]	$20,640	$14,448	$6,192
Deliverable 20.1 - Cutover Plan for OrderConnect[7]	$10,656	$7,459	$3,197
Deliverable 20.2 - Pilot for OrderConnect[7]	$16,000	$11,200	$4,800
Deliverable 20.3 - Final Acceptance of OrderConnect[7]	[9]	[9]	[9]
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M17[7][8]	$16,393	$16,393	[5]
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M18[7][8]	$16,393	$16,393	[5]
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M19[7][8]	$16,393	$16,393	[5]
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M20[7][8]	$16,884	$16,884	[5]
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M21[7][8]	$16,884	$16,884	[5]
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M22[7][8]	$16,884	$16,884	[5]
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M23[7][8]	$16,884	$16,884	[5]
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M24[7][8]	$16,884	$16,884	[5]
CHANGE NOTICE NUMBER THREE FOR THE ORDERCONNECT MODULE SUB-TOTAL	**$363,759**	**$294,711**	**$69,048**
TOTAL SCHEDULE OF PAYMENTS	**$27,197,281**	**$23,652,471**	**$3,544,810**

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

II. CONTRACT SUM

Category	Total Cost
Implementation Services	$27,197,281
Fixed One-Time Set-Up Fee[4]	$3,504,428
Maintenance and Support Services	$32,336,862
Hosting Services	$30,084,500
Contractor's On-Site Transitional Application Administrator [6]	$170,544
Peripheral Hardware[11][22]	$19,618
Pool Dollars[25]	$6,003,560
CONTRACT SUM	$99,316,793

[1] Deliverable amounts are inclusive of all applicable taxes pursuant to Paragraph 8.5 (Delivery of System Software; Taxes) of this Agreement.

[2] County shall make payment for this Deliverable as Other Professional Services out of Pool Dollars pursuant to Paragraph 4.5 (Other Professional Services) and will require the application of a form of Change Notice or an Amendment under Paragraph 6 (Change Notices and Amendments) of the Agreement.

[3] County shall release Holdback Amount and make payment for this Deliverable pursuant to Deliverable 10.3 (Final System Acceptance) of Exhibit A (Statement of Work).

[4] Fixed One-Time Set-up Fee will be due Contractor for the purchase of hardware, software, and software licenses for Contractor's Primary and Secondary Data Centers identified in Schedule D.6 (Schedule of Contractor's Primary and Secondary Data Center Hardware and Software for Hosting Services). Upon delivery of such equipment, Contractor shall submit to County a written inventory of hardware, software, and software licenses with corresponding County costs.

[5] Deliverable is not subject to thirty percent (30%) Holdback.

[6] Contractor shall provide on-site Transitional Application Administrator for Maintenance and Support Services for Years 1 and 2 pursuant to Deliverable 10.3 (Final System Acceptance) of Exhibit A (Statement of Work). Contractor shall invoice County on a monthly basis pursuant to Paragraph 6 (Invoices and Payments) of this Agreement.

[7] County acquired the OrderConnect module under Change Notice Number Three, dated June 29, 2012, pursuant to Paragraph 6.8 of the Agreement, and County will make payment for this Deliverable as Other Professional Services out of Pool Dollars pursuant to Paragraph 4.5 (Other Professional Services) of the Agreement.

[8] Notwithstanding any other provision of this Agreement, the OrderConnect module which is part of the Connect Suite is provided under a non-exclusive usage license fee and is not provided as a perpetual license. Monthly OrderConnect services costs are licensed for 250 prescribers and 250 non-prescribers for Years 1 through 5.

[9] County shall release Holdback Amount and make payment for this Deliverable pursuant to Deliverable 20.3 (Final Acceptance of OrderConnect) of Exhibit A (Statement of Work).

[10] Cost for this Deliverable is included in and will be paid pursuant to Deliverable 6.1 (Integration) to Exhibit A (Statement of Work).

[11] County acquired and previously made payment for Peripheral Hardware under Change Notice Number Two, dated May 10, 2012, pursuant to Section II (Contract Sum) of this Exhibit C.

[12] Upon the effective date of Change Notice Number Four, dated November 9, 2012, County will make payment for Deliverable 3.1.2 (Provide Dedicated Network) to Exhibit A (Statement of Work) pursuant to the completion date of February 28, 2013, as set forth in the revised Detailed Work Plan.

[13] Upon the effective date of Change Notice Number Four, dated November 9, 2012, County will make payment for this Deliverable pursuant to Deliverable 3.1.4 (Confirm Hosting Environment is Established) to Exhibit A (Statement of Work) and this Exhibit C.

[14] Upon the effective date of Change Notice Number Five, dated December 21, 2012, the cost for this Deliverable includes Other Professional Services for an Integration Professional in the amount of $169,920, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

[15] Upon the effective date of Change Notice Number Seven, dated February 21, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of $60,024, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

[16] Upon the effective date of Change Notice Number Eight, dated March 29, 2013, the cost for this Deliverable includes Other Professional Services to establish a Central Billing Office in the amount of $680,220 ($75,000 for the base Documentation License and $605,220 for Other Professional Services), and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

[17] Upon the effective date of Change Notice Number Nine, dated April 2, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of $16,675, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

PRICE AND SCHEDULE OF PAYMENTS

[18] Upon the effective date of Change Notice Number Ten, dated June 28, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of $438,34 [($228,690 for the Enhanced Web Services License, which includes $39,690 for the first year annual Maintenance and Support Fee) and $209,656 for Other Professional Services], and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

[19] Upon the effective date of Change Notice Number Eleven, dated August 15, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of $16,288, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

[20] Upon the effective date of Change Notice Number Twelve, dated August 16, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of $17,600, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback. Change Notice Number Twelve is a cost-share agreement between Los Angeles County and San Francisco County. County's obligation under this Change Notice Number Twelve is $17,600.

[21] Upon the effective date of Change Notice Number Thirteen, dated August 16, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of $23,526, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

[22] County acquired and made payment for Peripheral Hardware under Change Notice Number Fourteen, dated August 16, 2013, pursuant to Paragraph 6.9 of Agreement and Section II (Contract Sum) of this Exhibit C.

[23] Upon the effective date of Change Notice Number Fifteen, dated August 16, 2012, the cost for this Deliverable includes Other Professional Services for an Integration Professional in the amount of $164,280, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

[24] Upon the effective date of Change Notice Number Sixteen, dated August 16, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of $25,479, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

[25] Upon the effective date of Change Notice Number Seventeen, dated August 16, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of $36,138, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

[26] Upon the effective date of Change Notice Number Nineteen, dated November 20, 2013, the cost for this Deliverable includes Other Professional Services to provide transitional services for a Central Billing Office and a Provider Services Office in the amount of $445,820, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

[27] Upon the effective date of Change Notice Number Twenty, dated November 20, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of $38,431, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

[28] Upon the effective date of Change Notice Number Twenty-One, dated November 20, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of $63,462, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

[29] Upon the Effective Date of Amendment Number Two, dated December 17, 2013, $6,000,000 in Pool Dollars was allocated for County-requested Other Professional Services/Change Notices in accordance with Paragraph 4.5 (Other Professional Services) and Paragraph 6 (Change Notices and Amendments).

[30] Upon the Effective Date of Amendment Number Two, dated December 17, 2013, $1,856,750 in Holdback Amount was reallocated for a new Deliverable 10.1.1 (Pilot 1 Production Use) to allow a $1,856,750 payment upon first Production Use, with the remainder of the original Holdback Amount paid at Final System Acceptance.

PINK

BA FORM 03/13

BOARD OF SUPERVISORS OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 435

DEPARTMENT OF MENTAL HEALTH

November 26, 2013

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2013-14

4 - VOTES

SOURCES		USES	
Mental Health Services Act-Prop.63 BT1-3047 Committed for Budget Uncertainties Decrease Obligated Fund Balance	$6,000,000	Mental Health Services Act-Prop. 63 BT1-MH-6100-41189 Other Financing Uses Increase Appropriation	$6,000,000
Department of Mental Health A01-MH-96-9911-20500 Operating Transfers In Increase Revenue	$6,000,000	Department of Mental Health A01-MH-2000-20500 Services & Supplies Increase Appropriation	$6,000,000
SOURCES TOTAL: $ 12,000,000		**USES TOTAL:** $ 12,000,000	

JUSTIFICATION

This adjustment is requested to increase appropriation for Services & Supplies to provide the additional spending authority for the implementation of the Integrated Behavioral Health Information System for the County- requested Other Professional Services/Change Notice and other necessary changes. The appropriation increased is fully funded by State MHSA revenue budgeted Committed for Budget Uncertainties. There is no impact on net County cost.

Mary Wickes

AUTHORIZED SIGNATURE [NAME]

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

#27 DEC 17 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ---

☐ ACTION

☑ RECOMMENDATION

AUDITOR-CONTROLLER BY Karen Shikuma

B.A. NO. 053 Nov 27 20 13

☑ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER BY

December 2, 20 13