



Los Angeles County
DEPARTMENT OF MENTAL HEALTH

JONATHAN E. SHERIN, M.D., Ph.D.
DIRECTOR

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 December 12, 2017

December 12, 2017

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

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF AMENDMENT NUMBER FOUR TO AGREEMENT NUMBER 77676
WITH NETSMART TECHNOLOGIES, INC.,
FOR AN INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM
FOR FISCAL YEAR 2017-18
(3 VOTES)
(ALL SUPERVISORIAL DISTRICTS)**

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

SUBJECT

Request approval of Amendment Number Four to Agreement Number 77676 with Netsmart Technologies, Inc., to add \$5 million in Pool Dollars for County-requested Other Professional Services/Change Notices needed for post-implementation System operational support and future System modifications.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute Amendment Number Four, substantially similar in format to Attachment I, to the existing Department of Mental Health (DMH or Department) Integrated Behavioral Health Information System (IBHIS or System) Agreement Number 77676 with Netsmart Technologies, Inc. (Netsmart), effective upon Board approval to: a) acknowledge and approve an assignment of the Agreement resulting from a joint venture and merger of Netsmart; b) increase the Contract Sum by \$5 million for a total of \$108,716,793, fully funded by Mental Health Services Act (MHSA) revenue for Other Professional Services/Change Notices needed for post-implementation System operations work through December 23, 2024 or until such time the funds are fully expended, whichever comes first; and c)

update and add to the Agreement certain other Board required provisions.

2. Delegate authority to the Director, or his designee, to execute Amendments to Agreement Number 77676 for the delegation and assignment of the Agreement resulting from acquisitions, mergers, or other changes in ownership, or contractor's name changes, that do not impact the general contractual terms or payment provisions, subject to review and approval by County Counsel and notification to the Board offices and Chief Executive Office within 30 days of execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DMH to increase Pool Dollars by \$5 million from \$14,056,378 to \$19,056,378 for County-requested Other Professional Services/Change Notices for post-implementation System operational support and future System modifications.

Key reasons to increase Pool Dollars are as follows:

Maintain Ongoing System Operations (\$2 million)

Continue the Maintenance and Support Services from Year 4 through approximately Year 7 of an 11-year Agreement for Meaningful Use (MU) certified software modules acquired with available Pool Dollars via the Change Notice process.

- CareConnect enables IBHIS to securely exchange Continuity of Care Documents (CCD) with external MU certified Electronic Health Record (EHR) systems. CCDs are standardized patient summary information documents that allow interoperability of clinical data and promote improved patient care. Through CareConnect, DMH has the ability to connect to local or regional Health Information Exchanges (HIEs) and contracted and non-contracted providers for point-to-point referral messaging capability. DMH will soon use CareConnect to exchange clinical data between the Department of Health Services' (DHS) Online Realtime Centralized Health Information Database (ORCHID) and Los Angeles Network for Enhanced Services (LANES).

- CarePathways, which provides MU data benchmarking and reporting analytics functionality, allows DMH to qualify its eligible professionals for MU, set specific MU objectives, and report MU clinical quality measures to the State to qualify for Centers for Medicare & Medicaid (CMS) EHR incentive payments under the Health Information Technology for Economic and Clinical Health (HITECH) Act.

Other Connect Suite modules and services include OrderConnect (provides e-Prescribing and lab Order Entry), Formulary (provides dictionary of DMH specific medications), Diagnosis Service (licensing for International Classification of Diseases, Tenth Revision (ICD-10) codes) and Web Services (supports electronic data exchange between IBHIS and DMH Contract Providers).

Implement System Modifications to Meet Current Needs (\$0.75 million)

DMH does ongoing evaluations of its policies and workflows to identify areas for improvements. As part of that process, DMH considers IBHIS improvements that may require customizations as defined in the Agreement. Examples of identified improvements include:

- Enhance the web-based ClientView Portal (CVP) which is used by external practitioners. Specifically, modify the CVP client search functionality to enable practitioners to obtain refined client search results; insert additional client information sections to the CCD which is available to

practitioners through CVP CCD Viewer; add DMH specific non-CCD clinical data elements to the CVP; add secure message integration to allow external practitioners to forward the CCD to their certified EHR; and provide CVP usage reporting. These modifications will further improve DMH's ability to participate in electronic client care coordination with the DHS, Jails, DMH Contract Providers, Health Neighborhoods and Co-Located Services.

- Implement additional unique System modifications to improve DMH operational efficiencies in support of the growing number of Contract Providers, such as enhancing field selection choices on the billing data entry forms to improve billing process workflow; adding multi-selection functionality to the inpatient Treatment Authorization Request (TAR) screens to reduce time required to process the increasing number of TARs from Fee-for-Service (FFS) Providers; and changing the acceptable ZIP +4 number to ensure claim files are accepted by the State first time when services are delivered in location other than the clinic or client's home.

Acquire Additional Services to Meet Future Needs (\$2.25 million)

DMH monitors federal, State, County and Agency initiatives some of which require the County to put new programs or processes in place to meet objectives. Changes to IBHIS may also be required such as modifying or adding interfaces, data capture, reporting or component products. DMH should have appropriate funding to acquire additional unique System modifications, Other Professional Services, Ancillary Software, Hosting Services, Maintenance and Support Services for County to respond to future needs.

Amendment Number Four is also requesting Board acknowledgement and approval of an assignment and delegation of the Agreement resulting from a joint venture and merger of Netsmart. Effective March 20, 2016, Netsmart was acquired by Netsmart, LLC, a limited liability company owned by Allscripts Healthcare, Inc., GI Partners (a private investment firm) and Netsmart executive management. This was accomplished through a merger of Netsmart, Inc., the sole stockholder of Netsmart, with Nathan Merger Co., a subsidiary of Netsmart, LLC. Netsmart's ultimate parent company is now Netsmart, LLC, and Netsmart is a corporate affiliate under the control of Netsmart, LLC. Netsmart, LLC, provided DMH with a guaranty on behalf of Netsmart related to the performance of its obligations pursuant to the Agreement, effective November 1, 2016. DMH staff, in conjunction with County Counsel and Risk Management, conducted a thorough review of the acquisition and merger described in the guaranty provided by Netsmart, LLC, on behalf of Netsmart in accordance with the standards set forth in Board Policy No. 5.053 (Evaluation of Vendors/Contractors Engaged in Mergers or Acquisitions). Netsmart has assured the Department that there be no changes in Netsmart's leadership, departments or associates working with DMH as a result of the acquisition and merger.

Implementation of Strategic Plan Goals

The recommended actions are consistent with County Strategic Plan Goal 3, "Realize Tomorrow's Government Today."

FISCAL IMPACT/FINANCING

Amendment Number Four increases the Contract Sum by \$5 million in Pool Dollars to fund additional Other Professional Services and System changes/modifications. The revised total Contract Sum is \$108,716,793. This funding will be utilized on an as-needed basis. The estimated cost for Fiscal Year (FY) 2017-18 is \$1,352,749 for Pool Dollars fully funded by State Mental Health Services Act (MHSA) revenue.

DMH has sufficient appropriation for the Amendment in the FY 2017-18 Final Adopted Budget. Funding for future fiscal years will be included in DMH's annual budget request process.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 18, 2011, your Board approved 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 11-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 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 (HIPAA).

On December 17, 2013, your Board approved Amendment Number Two to add an additional \$6 million in Pool Dollars for Other Professional Services/Change Notices in support of requirements introduced by the Affordable Care Act (ACA) and the HITECH Act, and to address requirements unique to the complexity and scale of the County; increase the Contract Sum by \$6 million, from \$93,316,793 to \$99,316,793; exclude certain Deliverables from the holdback provision; redistribute \$1,856,750 into a new Deliverable (Pilot 1 Production Use), originally tied to Final System Acceptance; modify Maintenance and Support Services and Hosting Services provisions to reflect that such services shall commence upon Production Use of the System; and add/update certain other County-required provisions of the Agreement.

On April 7, 2015, your Board approved Amendment Number Three to add an additional \$4,400,000 in Pool Dollars for Other Professional Services/Change Notices; and to increase the Contract Sum by \$4,400,000, from \$99,316,793 to \$103,716,793 to provide necessary software changes and additional technical and go-live support resources for DMH's implementation and roll-out of IBHIS for Directly-Operated clinics and Contract Providers.

On December 11, 2015, Final System Acceptance was achieved contingent upon Netsmart's completion of the following: a) assistance with and resolution of Levels I and II Priority Deficiencies during County's transition of one rollout of Contract Providers to IBHIS; b) support for County during one monthly claim submission and remittance for a new Contract Provider; and c) support for County during the transition of 50 Contract Providers to IBHIS. As a result, County released the remaining Holdback Amount of \$500,000.

In addition to the assignment of right and delegation of duties under the Agreement, this Amendment also updates and includes new Board policy language, including revising the County's Quality Assurance Plan, Safely Surrendered Baby Law, Social Enterprise (SE) Preference Program, and Local Small Business Enterprise (LSBE) Preference Program provisions to be consistent with the County's standard contract language. The Board-mandated provisions on Disabled Veteran Business Enterprise (DVBE) Preference Program, Compliance with County's Zero Tolerance Policy on Human Trafficking are also included. Under Board Policy No. 5.200 Paragraph 92 (Contractor Protection of Electronic County Information – Data Encryption Standards), Schedule D.7 (Information Security and Privacy Requirements), Schedule D.8 (Contractor's Compliance with Encryption

Requirements), and Exhibit G.1 (Contractor Acknowledgement and Confidentiality Agreement) have also been included in this Amendment.

The Amendment has been reviewed and approved as to form by County Counsel. The County's Chief Information Officer (CIO) has reviewed this request and has determined that this does not introduce any new technology-related changes that would necessitate the preparation of a formal CIO Analysis.

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.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended Amendment will enable the continuation of the maintenance and support of CareConnect and CarePathways required to meet electronic care coordination communication and interoperability activities with other healthcare information systems (e.g., County Providers' EHRs, Jail Hospital Information System (JHIS), Probation Electronic Medical Records System (PEMRS), LANES, eConsult, etc.), while meeting MU certification requirements and supporting federal and state mandates standards for health information exchange under the HITECH Act. Approval of the recommended Amendment will also allow DMH to implement system modifications necessary to enhance CVP client search functionality and improve workflow processes to support the growing number of Contract Providers.

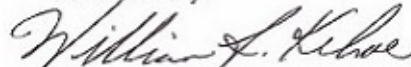
Respectfully submitted,



JONATHAN E. SHERIN, M.D., Ph.D.

Director

Reviewed by:



WILLIAM KEHOE

Chief Information Officer

JES:DM:SLD:MA:es

Enclosures

- c: Executive Office, Board of Supervisors
- Chief Executive Office
- County Counsel
- Chairperson, Mental Health Commission

ATTACHMENT I

DEPARTMENT OF MENTAL HEALTH



**AMENDMENT NUMBER FOUR 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 2017

**AMENDMENT NUMBER FOUR 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 Four (“Amendment Number Four”) 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, Amendment Number Two, dated December 17, 2013, Amendment Number Three, dated April 7, 2015, and Change Notice Numbers One through Seventy-Eight (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;

WHEREAS, on September 23, 2013, County and Contractor entered into Amendment Number One for the purpose of implementing federally mandated changes to Exhibit M-1 (Business Associate Agreement) Contractor’s Obligations as a “Business Associate” Under the Health Insurance Portability and Accountability Act of 1996 and Health Information Technology for Economic and Clinical Health Act, effective as of February 17, 2010, to incorporate the increased privacy and security requirements applicable to business associates;

WHEREAS, on December 17, 2013, County and Contractor entered into Amendment Number Two for the purpose of adding \$6,000,000 in Pool Dollars for Other Professional Services/Change Notices increasing the Contract Sum by \$6,000,000, from \$93,316,793 to \$99,316,793; excluding certain Deliverables from the holdback provision; redistributing \$1,856,750 into a new Deliverable (Pilot 1 Production Use), originally tied to Final System Acceptance (FSA); modifying Maintenance and Support Services and Hosting Services provisions to reflect that such services shall commence upon Production Use of the System; and adding/updating certain other County-required provisions of the Agreement;

WHEREAS, on April 7, 2015, County and Contractor entered into Amendment Number Three for the purpose of adding \$4,400,000 in Pool Dollars for Other Professional Services/Change Notices; and increasing the Contract Sum by \$4,400,000, from \$99,316,793 to \$103,716,793, to support the DMH in its implementation of the IBHIS;

WHEREAS, Netsmart, Inc., is the parent and sole stockholder of Netsmart Technologies, Inc.;

WHEREAS, Netsmart, Inc., became a subsidiary of Netsmart LLC (formerly Nathan Holding LLC), through ownership by Nathan Intermediate LLC, a wholly-owned subsidiary of Netsmart LLC (parent) pursuant to an agreement of merger dated March 20, 2016;

WHEREAS, substantially all of the equity in Netsmart LLC is owned by Allscripts Healthcare Solutions, Inc., (Allscripts) and GI Partners, a private equity investment firm;

WHEREAS, on March 29, 2016, Netsmart informed the County that ownership and control of Netsmart, Inc., had been transferred from Genstar Capital, LLC, (Genstar Capital), a San Francisco-based private equity investment firm to Netsmart LLC;

WHEREAS, Paragraph 11 (Prohibition Against Delegation and Assignment; Continuous Product Support) of the body of the Agreement requires that transfer by Contractor’s equity holders of majority

control of Contractor to another entity requires written consent of County;

WHEREAS, on December 1, 2016, Netsmart LLC made and executed a Netsmart Affiliate Guaranty as a guarantor on behalf of Netsmart as it relates to the performance of its obligations pursuant to the Agreement and any Amendments thereto. This Netsmart Affiliate Guaranty became effective November 1, 2016;

WHEREAS, County and Contractor desire (i) to effect the assignment and delegation as a result of the change in the majority control of Contractor and merger of Netsmart; (ii) to increase the Contract Sum by \$5,000,000 in Pool Dollars for a total of \$108,716,793 for Other Professional Services/Change Notices needed for post-implementation System operations work; and (iii) to update and add to the Agreement certain other Board required provisions; and

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 Four without further definition shall be the meaning ascribed to them in the Agreement.
- 1.2 As used in this Amendment Number Four, 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 Interpretation. Paragraph 1.1 (Interpretation) is hereby amended by deleting it in its entirety and replacing it with the following:

"1.1 Interpretation

The provisions of this document, along with Exhibits A, B, C, D, E, F, G, G.1, H, I, J, K, L, M, N, O, P, Q, R, and S, attached hereto and any Attachments thereto, and Exhibits T, U, and V not attached hereto, and the Detailed Work Plan not attached hereto, all described in this Paragraph 1.1 below and incorporated herein by reference, collectively form and hereinafter are referred to as the "Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or descriptions of any Task, Subtask, Deliverable, good, service or other Work, or otherwise, between this document as the body of the Agreement and the Exhibits, or between the Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Exhibits, according to the following descending priority:

- 1. Exhibit A Statement of Work
 - Attachment A.1 Auditor-Controller eCAPS Interfaces
 - Attachment A.2 Project Status Report
 - Attachment A.3 System Definition as of Effective Date
 - Attachment A.4 System Training
 - Attachment A.5 Other Professional Services Fee Schedule
 - Attachment A. 6 Contractor's On-Site Transitional Application Administrator
- 2. Exhibit B Technical Solution Requirements
 - Attachment B.1 Functional Requirements

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

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

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

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

- 2.3 Paragraph 3.2 (Contractor's Project Manager) of Paragraph 3 (ADMINISTRATION OF AGREEMENT - CONTRACTOR) is hereby amended by deleting it in its entirety and replacing it with the following:

3.2 Contractor's Project Manager

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

Gary Elfman
Contractors Project Manager Netsmart Technologies, Inc.
137 Martens Blvd.
San Rafael, CA 94901
Telephone: (619) 446-7490
Facsimile: (631) 968-2123
Email: GElfman@ntst.com"

- 2.4 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 One Hundred Eight Million, Seven Hundred Sixteen Thousand, Seven Hundred Ninety-Three Dollars (\$108,716,793), 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 Nineteen Million, Fifty-Six Thousand, Three Hundred Seventy-Eight Dollars (\$19,056,378), 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."

- 2.5 Paragraph 8.2.8 of Paragraph 8 (INVOICES AND PAYMENTS) is hereby amended by adding:

"8.2.8 Any other information reasonably required by the County's Project Director."

2.6 Paragraph 15.5.4(iii) (Privacy/Network Security (Cyber) Liability) to Paragraph 15 (INDEMNIFICATION, INSURANCE, AND PERFORMANCE SECURITY) is hereby added to the Agreement as follows:

“(iii) Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$5 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.”

2.7 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: ipatel@dmh.lacounty.gov
- To Contractor:
- (1) Netsmart Technologies, Inc.
4950 College Blvd.
Overland Park, Kansas 66211
Attn: Timothy Donovan, Vice President/General Counsel
Facsimile: (631) 968-2123
E-mail: tdonovan@ntst.com”

(2) Netsmart, Inc.
4950 College Blvd.
Overland Park, Kansas 66211
Attn: Anthony Ritz, Chief Financial Officer; General Counsel
Facsimile: (631) 9678-2123
E-mail: aritz@ntst.com and tdonovan@ntst.com

2.7 Paragraph 65 (COUNTY'S QUALITY ASSURANCE PLAN) is hereby amended by deleting it in its entirety and replacing it with the following:

“65. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent(s) will monitor contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.”

2.8 Paragraph 77 (SAFELY SURRENDERED BABY LAW) is hereby amended by deleting it in its entirety and replacing it with the following:

“77. SAFELY SURRENDERED BABY LAW

77.1 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit L, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

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

The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit L, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.”

2.9 Paragraph 82 (TRANSITIONAL JOB OPPORTUNITIES PROGRAM) and Paragraph 83 (LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM) are hereby amended by deleting them in their entirety and replacing them with the following:

“82. SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

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

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

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

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

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

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

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

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

83. LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

83.1 This Agreement is subject to the provisions of the County’s ordinance entitled LSBE 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, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

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 LSBE.

83.4 If Contractor has obtained certification as a LSBE 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 what the 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 (10) percent 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

83.5 Local Small Business Enterprise (LSBE) Prompt Payment Program

Certified Local LSBEs 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."

2.10 Paragraph 90 (DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM) and Paragraph 91 (COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING) are hereby added to the Agreement as follows:

"90. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

90.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

90.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

90.3 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 DVBE.

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

- (i) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- (ii) In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; 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).

Notwithstanding any other remedies in this contract, 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

91. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract."

2.11 Paragraph 92 (PROTECTION OF ELECTRONIC COUNTY INFORMATION – DATA ENCRYPTION STANDARDS) is hereby added to the Agreement as follows:

“92. PROTECTION OF ELECTRONIC COUNTY INFORMATION – DATA ENCRYPTION STANDARDS

Contractor that electronically transmits or stores Personal Information (hereinafter "**PI**"), Protected Health Information (hereinafter "**PHI**"), and/or Medical Information (hereinafter "**MI**") shall comply with the encryption standards set forth below and incorporated into this Agreement and all Amendments thereto (collectively, the "**Encryption Standards**"), as required by the Board of Supervisors Policy Number 5.200 (hereinafter "Policy"). For purposes of this Paragraph 92 (Protection of Electronic County Information — Data Encryption Standards), PI is defined in California Civil Code Section 1798.29(g); PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and **MI** is defined in California Civil Code Section 56.05(j).

92.1 Encryption Standards — Stored Data

Contractor's and subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with:

- (a) Federal Information Processing Standard Publication (FIPS) 140-2;

(b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management — Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management — Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

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

92.2 Encryption Standards — Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management — Part 3: Application-Specific Key Management Guidance.

Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit. Notwithstanding the foregoing, this encryption requirement does not apply to communications to and from Contractor's servers that occur over a network dedicated exclusively to Contractor's use and isolated from third-party communications at the physical layer (OSI layer 1).

92.3 Definition References

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

92.4 Compliance

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

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

92.5 Policy Exceptions

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

3. 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 12, 2017, which is attached hereto as Attachment 1 (Exhibit C (Price and Schedule of Payments)) and incorporated herein by reference.

4. ADDITION OF SCHEDULE D.7 (INFORMATION SECURITY AND PRIVACY REQUIREMENTS)

Schedule D.7 (Information Security and Privacy Requirements) is hereby added to the Agreement in the form and substance attached hereto as Attachment 2 (Schedule D.7 (Information Security and Privacy Requirements)).

5. ADDITION OF SCHEDULE D.8 (CONTRACTOR’S COMPLIANCE WITH ENCRYPTION REQUIREMENTS)

Schedule D.8 (Contractor’s Compliance with Encryption Requirements) is hereby added to the Agreement in the form and substance attached hereto as Attachment 3 (Schedule D.8 (Contractor’s Compliance with Encryption Requirements)).

6. ADDITION OF EXHIBIT G-1 (CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT)

Exhibit G.1 (Contractor Acknowledgement and Confidentiality Agreement) is hereby added to the Agreement in the form and substance attached hereto as Attachment 4 (Exhibit G.1 (Contractor Acknowledgement and Confidentiality Agreement)).

7. AMENDMENT TO EXHIBIT P (IRS NOTICE 1015).

Exhibit P (IRS Notice 1015) to the Agreement is hereby amended by deleting it in its entirety and replacing it with the revised Exhibit P (IRS Notice 1015), dated December 12, 2017, which is attached hereto as Attachment 5 (Exhibit P (IRS Notice 1015)) and incorporated herein by reference.

8. AMENDMENT NUMBER FOUR EFFECTIVE DATE.

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

9. INCORPORATION OF 'WHEREAS' CLAUSES.

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

10. OTHER AGREEMENT PROVISIONS.

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

11. AUTHORITY.

Contractor and the person executing this Amendment Number Four on behalf of Contractor hereby represent and warrant that the person executing this Amendment Number Four 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.

12. ARM'S LENGTH NEGOTIATIONS.

This Amendment Number Four 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 Four is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

13. ENTIRE AGREEMENT.

This Amendment Number Four together with the Agreement and exhibits and attachments hereto and thereto and Change Notice Numbers One through Seventy-Eight constitutes the entire agreement of County and Contractor as of the date of approval of this Amendment Number Four 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 FOUR 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 Four to County Agreement Number 77676 to be subscribed by County's Director of Mental Health, and Contractor has caused this Amendment Number Four to be subscribed on its behalf by its duly authorized officer, this _____ day of _____, 2017.

COUNTY OF LOS ANGELES

By: _____
Jonathan E. Sherin M.D., Ph.D.
Director of Mental Health

CONTRACTOR

NETSMART TECHNOLOGIES, INC.

By: _____
Signature

Joe McGovern
Print Name

Executive Vice President
Title

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Patrice Salseda
Principal Deputy County Counsel

AMENDMENT NUMBER FOUR TO
AGREEMENT NUMBER 77676

ATTACHMENT 1

Exhibit C (Price and Schedule of Payments) -
(Replaced in its entirety by revised Exhibit C
under Amendment Number Four 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 ⁽¹⁾	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 1.1 - Project Planning ⁽³⁰⁾	\$40,200	\$40,200	
Deliverable 1.2 - Contractor Staff ⁽³⁰⁾	\$153,360	\$153,360	
Deliverable 1.3 - Detailed Work Plan ⁽³⁰⁾	\$95,322	\$95,322	
Deliverable 2.0 - Project Status Reports M1 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M2 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M3 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M4 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M5 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M6 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M7 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M8 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M9 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M10 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M11 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M12 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M13 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M14 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M15 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M16 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M17 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M18 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M19 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M20 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M21 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M22 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M23 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M24 ⁽³⁰⁾	\$47,089	\$47,089	

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT ⁽¹⁾	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 3.1.1 - Prepare Data Center ⁽⁵⁾	\$55,493	\$55,493	
Deliverable 3.1.2 - Provide Dedicated Network ⁽¹²⁾⁽⁵⁾	\$180,084	\$180,084	
Deliverable 3.1.3 - Provide System Administration Portal ⁽⁵⁾	\$437,326	\$437,326	
Deliverable 3.1.4 - Confirm Hosting Environment is Established ⁽¹³⁾⁽⁵⁾	\$411,605	\$411,605	
Deliverable 3.1.5 - Provide Monthly Hosting Services M4 ⁽⁵⁾	\$92,748	\$92,748	
Deliverable 3.1.5 - Provide Monthly Hosting Services M5 ⁽⁵⁾	\$92,748	\$92,748	
Deliverable 3.1.5 - Provide Monthly Hosting Services M6 ⁽⁵⁾	\$92,748	\$92,748	
Deliverable 3.1.5 - Provide Monthly Hosting Services M7 ⁽⁵⁾	\$92,748	\$92,748	
Deliverable 3.1.5 - Provide Monthly Hosting Services M8 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M9 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M10 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M11 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M12 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M13 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M14 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M15 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M16 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M17 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M18 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M19 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M20 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M21 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M22 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M23 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M24 ⁽⁵⁾	\$148,288	\$148,288	
Deliverable 3.2 - Application Software Delivery	\$9,281,967	\$6,497,377	\$2,784,590
Deliverable 3.2.1 - Early Project Development Environment ⁽⁵⁾	\$28,290	\$28,290	
Deliverable 3.2.2 - Three Additional Project Development Environments ⁽⁴⁴⁾⁽⁵⁾	\$75,051	\$75,051	
Deliverable 3.3 - Load Baseline Application Software	\$1,523,040	\$1,165,804	\$357,236
Deliverable 3.4 - Synchronize for Application and Database Replication ⁽³⁰⁾	\$96,348	\$96,348	

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT ⁽¹⁾	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 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 BackChannel 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⁾ , ⁽⁸⁾	\$134,501	\$131,304	\$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 ⁽⁹⁾ , ⁽¹⁰⁾	\$16,393	\$16,393	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M18 ⁽⁹⁾ , ⁽¹⁰⁾	\$16,393	\$16,393	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M19 ⁽⁹⁾ , ⁽¹⁰⁾	\$16,393	\$16,393	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M20 ⁽⁹⁾ , ⁽¹⁰⁾	\$16,884	\$16,884	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M21 ⁽⁹⁾ , ⁽¹⁰⁾	\$16,884	\$16,884	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M22 ⁽⁹⁾ , ⁽¹⁰⁾	\$16,884	\$16,884	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M23 ⁽⁹⁾ , ⁽¹⁰⁾	\$16,884	\$16,884	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M24 ⁽⁹⁾ , ⁽¹⁰⁾	\$16,884	\$16,884	
CHANGE NOTICE NUMBERS THREE AND FORTY-THREE FOR THE ORDERCONNECT MODULE SUB-TOTAL	\$487,604	\$418,556	\$69,048
AMENDMENT NUMBER TWO AND CHANGE NOTICE NUMBERS THREE, FORTY-TWO, FORTY-THREE, FORTY-FOUR, FORTY-FIVE, FORTY-SIX, FORTY-SEVEN, FORTY-EIGHT, FORTY-NINE, FIFTY, FIFTY-ONE, FIFTY-TWO, FIFTY-THREE, FIFTY-FOUR, FIFTY-FIVE, FIFTY-SIX, FIFTY-SEVEN, FIFTY-EIGHT, FIFTY-NINE, SIXTY, SIXTY-ONE, SIXTY-TWO, SIXTY-THREE, SIXTY-FOUR, SIXTY-FIVE, SIXTY-SIX, SIXTY-SEVEN, SIXTY-EIGHT, SIXTY-NINE, SEVENTY, SEVENTY-ONE, SEVENTY-TWO, SEVENTY-THREE, SEVENTY-FOUR, SEVENTY-FIVE, SEVENTY-SIX, SEVENTY-SEVEN, SEVENTY-EIGHT, SEVENTY-NINE, EIGHTY, EIGHTY-ONE, EIGHTY-TWO, EIGHTY-THREE, EIGHTY-FOUR, EIGHTY-FIVE, EIGHTY-SIX, EIGHTY-SEVEN, EIGHTY-EIGHT, EIGHTY-NINE, NINETY, NINETY-ONE, NINETY-TWO, NINETY-THREE, NINETY-FOUR, NINETY-FIVE, NINETY-SIX, NINETY-SEVEN, NINETY-EIGHT, NINETY-NINE, ONE HUNDRED, ONE HUNDRED-ONE, ONE HUNDRED-TWO, ONE HUNDRED-THREE, ONE HUNDRED-FOUR, ONE HUNDRED-FIVE, ONE HUNDRED-SIX, ONE HUNDRED-SEVEN, ONE HUNDRED-EIGHT, ONE HUNDRED-NINE, TWO HUNDRED, TWO HUNDRED-ONE, TWO HUNDRED-TWO, TWO HUNDRED-THREE, TWO HUNDRED-FOUR, TWO HUNDRED-FIVE, TWO HUNDRED-SIX, TWO HUNDRED-SEVEN, TWO HUNDRED-EIGHT, TWO HUNDRED-NINE, THREE HUNDRED, THREE HUNDRED-ONE, THREE HUNDRED-TWO, THREE HUNDRED-THREE, THREE HUNDRED-FOUR, THREE HUNDRED-FIVE, THREE HUNDRED-SIX, THREE HUNDRED-SEVEN, THREE HUNDRED-EIGHT, THREE HUNDRED-NINE, FOUR HUNDRED, FOUR HUNDRED-ONE, FOUR HUNDRED-TWO, FOUR HUNDRED-THREE, FOUR HUNDRED-FOUR, FOUR HUNDRED-FIVE, FOUR HUNDRED-SIX, FOUR HUNDRED-SEVEN, FOUR HUNDRED-EIGHT, FOUR HUNDRED-NINE, FIVE HUNDRED, FIVE HUNDRED-ONE, FIVE HUNDRED-TWO, FIVE HUNDRED-THREE, FIVE HUNDRED-FOUR, FIVE HUNDRED-FIVE, FIVE HUNDRED-SIX, FIVE HUNDRED-SEVEN, FIVE HUNDRED-EIGHT, FIVE HUNDRED-NINE, SIX HUNDRED, SIX HUNDRED-ONE, SIX HUNDRED-TWO, SIX HUNDRED-THREE, SIX HUNDRED-FOUR, SIX HUNDRED-FIVE, SIX HUNDRED-SIX, SIX HUNDRED-SEVEN, SIX HUNDRED-EIGHT, SIX HUNDRED-NINE, SEVEN HUNDRED, SEVEN HUNDRED-ONE, SEVEN HUNDRED-TWO, SEVEN HUNDRED-THREE, SEVEN HUNDRED-FOUR, SEVEN HUNDRED-FIVE, SEVEN HUNDRED-SIX, SEVEN HUNDRED-SEVEN, SEVEN HUNDRED-EIGHT, SEVEN HUNDRED-NINE, EIGHT HUNDRED, EIGHT HUNDRED-ONE, EIGHT HUNDRED-TWO, EIGHT HUNDRED-THREE, EIGHT HUNDRED-FOUR, EIGHT HUNDRED-FIVE, EIGHT HUNDRED-SIX, EIGHT HUNDRED-SEVEN, EIGHT HUNDRED-EIGHT, EIGHT HUNDRED-NINE, NINE HUNDRED, NINE HUNDRED-ONE, NINE HUNDRED-TWO, NINE HUNDRED-THREE, NINE HUNDRED-FOUR, NINE HUNDRED-FIVE, NINE HUNDRED-SIX, NINE HUNDRED-SEVEN, NINE HUNDRED-EIGHT, NINE HUNDRED-NINE, ONE THOUSAND, ONE THOUSAND-ONE, ONE THOUSAND-TWO, ONE THOUSAND-THREE, ONE THOUSAND-FOUR, ONE THOUSAND-FIVE, ONE THOUSAND-SIX, ONE THOUSAND-SEVEN, ONE THOUSAND-EIGHT, ONE THOUSAND-NINE, TWO THOUSAND, TWO THOUSAND-ONE, TWO THOUSAND-TWO, TWO THOUSAND-THREE, TWO THOUSAND-FOUR, TWO THOUSAND-FIVE, TWO THOUSAND-SIX, TWO THOUSAND-SEVEN, TWO THOUSAND-EIGHT, TWO THOUSAND-NINE, THREE THOUSAND, THREE THOUSAND-ONE, THREE THOUSAND-TWO, THREE THOUSAND-THREE, THREE THOUSAND-FOUR, THREE THOUSAND-FIVE, THREE THOUSAND-SIX, THREE THOUSAND-SEVEN, THREE THOUSAND-EIGHT, 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EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

II. CONTRACT SUM

Category	Total Cost
Implementation Services	\$35,728,710
Fixed One-Time Set-Up Fee ⁽⁴⁾	\$3,504,428
Maintenance and Support Services ⁽⁵⁾⁽⁶⁾⁽⁸⁾	\$33,772,162
Hosting Services ⁽⁴⁾⁽⁵⁾	\$30,419,900
Contractor's On-Site Transitional Application Administrator ⁽⁶⁾⁽⁴⁾⁽⁹⁾	\$170,544
Peripheral Hardware ⁽¹⁾⁽¹⁾⁽²⁾	\$19,618
Pool Dollars ⁽²⁾⁽⁹⁾⁽⁵⁾⁽¹⁾⁽⁵⁾⁽²⁾⁽⁹⁾⁽¹⁾	\$5,101,431
CONTRACT SUM	\$108,716,793

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

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

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

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

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

⁽⁶⁾ Contractor shall provide on-site Transitional Application Administrator for Maintenance and Support Services for Years 1 and 2 pursuant to Deliverable 10.3 (Final System Acceptance) of Exhibit A (Statement of Work). Contractor shall invoice County on a monthly basis pursuant to Paragraph 8 (Invoices and Payments) of this Agreement.

⁽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.

⁽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 \$438,346 ([\$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.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

- ⁽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 \$18,288, 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, 2013, 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 \$36,168, 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.
- ⁽³¹⁾ Upon the effective date of Change Notice Number Twenty-Two, dated December 27, 2013, the cost for this Deliverable includes Other Professional Services to provide additional transitional operational services in the amount of \$2,175,480, 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.
- ⁽³²⁾ Upon the effective date of Change Notice Number Twenty-Three, dated February 05, 2014, Contractor shall modify the Avatar Application Software identified in Change Notice Number Twenty-Three, at no additional cost to County, pursuant to the requirements in Attachment B.1 (Functional Requirements) of Exhibit B (Technical Solution Requirements) of the Agreement.
- ⁽³³⁾ Upon the effective date of Change Notice Number Twenty-Four, dated March 03, 2014, the cost for this Deliverable includes Other Professional Services to provide temporary staffing to support IBHS Roll-Outs in the amount of \$2,124,640, 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.
- ⁽³⁴⁾ Upon the effective date of Change Notice Number Twenty-Five, dated April 17, 2014, Contractor shall modify the Avatar Application Software identified in Change Notice Number Twenty-Five, at no additional cost to County, pursuant to the requirements in Attachment B.1 (Functional Requirements) of Exhibit B (Technical Solution Requirements) of the Agreement.
- ⁽³⁵⁾ Upon the effective date of Change Notice Number Twenty-Six, dated May 12, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$86,694, 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.
- ⁽³⁶⁾ Upon the effective date of Change Notice Number Twenty-Seven, dated July 10, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$328,035, 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.
- ⁽³⁷⁾ Upon the effective date of Change Notice Number Twenty-Eight, dated July 10, 2014, the cost for this Deliverable includes Other Professional Services to provide up to four (4) temporary claims certification staff, in addition to the programming and project support staff, to assist in the IBHS Contract Provider Claims Certification in the amount of \$468,456, 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.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

- ⁽³⁸⁾ Upon the effective date of Change Notice Number Thirty, dated September 30, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$24,698, 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.
- ⁽³⁹⁾ Upon the effective date of Change Notice Number Thirty-One, dated September 30, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$26,984, 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.
- ⁽⁴⁰⁾ Upon the effective date of Change Notice Number Thirty-Two, dated October 8, 2014, Contractor shall modify the Avatar Application Software identified in Change Notice Number Thirty-Two, at no additional cost to County, pursuant to the requirement in Attachment B.1 (Functional Requirements) of Exhibit B (Technical Solution Requirements) of the Agreement.
- ⁽⁴¹⁾ Upon the effective date of Change Notice Number Thirty-Three, dated October 8, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$34,221, 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.
- ⁽⁴²⁾ Upon the effective date of Change Notice Number Thirty-Four, dated October 8, 2014, County has requested, and Contractor has agreed to defer Contractor's development of the Checkwrite File Interface pursuant to Task 6.1.1 (Develop Checkwrite File Interface) and Attachment A.1 (Auditor-Controller eCAPS Interfaces) and the Credentialing Interfaces pursuant to Task 6.1.3 (Develop Credentialing Interfaces) to Exhibit A (Statement of Work) of the Agreement. The development of such interfaces will be completed at a later date at County's sole discretion.
- ⁽⁴³⁾ Upon the effective date of Change Notice Number Thirty-Five, dated October 8, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$33,942, 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.
- ⁽⁴⁴⁾ Upon the effective date of Change Notice Number Thirty-Six, dated October 8, 2014, the cost for this Deliverable includes Other Professional Services to perform infrastructure Updates to the existing Hosting Environment in the amount of \$75,051, 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.
- ⁽⁴⁵⁾ Upon the effective date of Change Notice Number Thirty-Six, dated October 8, 2014, the Monthly Hosting Services Fee of \$6,450, set forth in Schedule D.3 (Hosting Services Fee Schedule) to Exhibit D (Service Level Requirements), shall commence only after month 8th of Year 1 and continue through Years 2 -5 for a Maximum Total of \$335,400, and County will make payment for such Hosting Services out of Pool Dollars pursuant to Paragraph 6.3 of the Agreement.
- ⁽⁴⁶⁾ Upon the effective date of Change Notice Number Thirty-Seven, dated October 8, 2014, Contractor shall modify the Avatar Application Software identified in Change Notice Number Thirty-Seven, at no additional cost to County, pursuant to the requirement in Attachment B.1 (Functional Requirements) of Exhibit B (Technical Solution Requirements) of the Agreement.
- ⁽⁴⁷⁾ Upon the effective date of Change Notice Number Thirty-Eight, dated October 8, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$142,242, 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.
- ⁽⁴⁸⁾ Upon the effective date of Change Notice Number Thirty-Nine, dated December 19, 2014, County will make payment to Contractor for this new Deliverable in the amount \$3,044,810, originally tied to Final System Acceptance, for DMH Directly Operated functionality.
- ⁽⁴⁹⁾ Upon the effective date of Change Notice Number Thirty-Nine, dated December 19, 2014, Contractor shall provide on-site Transitional Application Administrator for Maintenance and Support Services pursuant to Task 10.2.1 (Pilot/ Test System Mental Health Service Delivery Under Change Notice Number Thirty-Nine) of Exhibit A (Statement of Work) of the Agreement.
- ⁽⁵⁰⁾ Upon the Effective Date of Amendment Number Three, dated March 31, 2015, \$4,400,000 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).
- ⁽⁵¹⁾ County acquired the CarePathways-CareGuidance Measures services as part of Connect Suite under Change Notice Number Forty-One, dated June 3, 2015, pursuant to Paragraph 6.8 and County made payment for this item out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.
- ⁽⁵²⁾ County acquired CareConnect services under Change Notice Forty-One, dated June 3, 2015, pursuant to Paragraph 6.3 of the Agreement. Such services are required to exchange information for Meaningful Use reporting. County made payment of services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.
- ⁽⁵³⁾ Upon the effective date of Change Notice Number Forty-One, dated June 3, 2015, Maintenance and Support Services have been increased to add CarePathways-CareGuidance Measures and CareConnect services in the amount of \$879,700. This is for a 19-month term.
- ⁽⁵⁴⁾ Upon the effective date of Change Notice Number Forty-Two, dated June 3, 2015, the cost for this Deliverable includes Other Professional Services to assist County with the setup, configuration, and testing of the myHealthPointe, CarePathways-CareGuidance, CareConnect, OrderConnect and Avatar Application Software required to meet Meaningful Use criteria under the HITECH Act in the amount of \$245,387, 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.
- ⁽⁵⁵⁾ Upon the effective date of Change Notice Number Forty-Three, dated June 3, 2015, Contractor shall implement the OrderConnect Formulary as part of the Meaningful Use (MU) stage 2 certification criteria to allow the County to qualify for MU Incentive payments under the HITECH Act pursuant to Paragraph 4.5 (Other Professional Services) of the Agreement. Contractor provided twenty-two (22) additional prescriber usage Licenses under the OrderConnect module for a total of two hundred, seventy-two (272) prescribers pursuant to Paragraph 6.8 of the Agreement. County made payment for these Licenses out of Pool Dollars pursuant to Paragraph 4.5 (Other Professional Services) of the Agreement.
- ⁽⁵⁶⁾ Upon the effective date of Change Notice Number Forty-Four, dated June 10, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$176,844, to assist DMH with the implementation of ICD-10 and to subscribe to Contractor's Diagnostic Content service, which will ensure compliance with HIPAA standards and implementation guides pursuant to the requirements of the Agreement. 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.
- ⁽⁵⁷⁾ Upon the effective date of Change Notice Number Forty-Five, dated June 10, 2015, the cost for this Deliverable includes Other Professional Services to provide additional transitional operational services to the CEO and/or PCO in the amount of \$1,077,070, 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.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

- ⁽⁵⁸⁾ Upon the effective date of Change Notice Number Forty-Six, dated July 1, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications of the Avatar Call-PM to allow for the exclusion of certain services from the Interim Batch process in the amount of \$32,762, 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.
- ⁽⁵⁹⁾ Upon the effective date of Change Notice Number Forty-Seven, dated July 7, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications of the Avatar Application Software in order to add two (2) new fields, "Data Entry From Date" and "Data Entry Through Date" to the Create Interim Billing Batch File form in the amount of \$26,151, 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.
- ⁽⁶⁰⁾ Upon the effective date of Change Notice Number Forty-Eight, dated August 10, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications of the Avatar Avatar MSO in the amount of \$62,767 to add a new registry setting that will allow a global Fiscal Year (FY) Date to define and refine for each Contract Provider, 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.
- ⁽⁶¹⁾ Upon the effective date of Change Notice Number Forty-Nine, dated August 10, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications of the Avatar MSO in the amount of \$50,263 to expedite the processing of denied services to Contract Providers and allow vouchers Emergency Outreach Bureau (EOB) to be created in Avatar MSO that contain only denied 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.
- ⁽⁶²⁾ Upon the effective date of Change Notice Number Fifty, dated August 25, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications of the Avatar Call-PM in the amount of \$67,304 to add new functionality to the Guarantor/Program Billing Defaults form, 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.
- ⁽⁶³⁾ Upon the effective date of the Rapid Response Change Notice Number Fifty-One, dated August 18, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$8,565, 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.
- ⁽⁶⁴⁾ Upon the effective date of the Change Notice Number Fifty-Two, dated September 4, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$65,501, 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.
- ⁽⁶⁵⁾ Upon the effective date of the Change Notice Number Fifty-Three, dated September 4, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$52,164, 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.
- ⁽⁶⁶⁾ Upon the effective date of Change Notice Number Fifty-Four, dated December 9, 2015, County will release the Holdback Amount of \$500,000 to Contractor for this Deliverable pursuant to County's Acceptance of the Work associated with Task 10.3 Final System Acceptance Under Change Notice Number Fifty-Four) of Exhibit A (Statement of Work) of the Agreement.
- ⁽⁶⁷⁾ Upon the effective date of the Change Notice Number Fifty-Five, dated December 10, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$15,284, 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.
- ⁽⁶⁸⁾ Upon the effective date of the Change Notice Number Fifty-Six, dated January 19, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$9,747, 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.
- ⁽⁶⁹⁾ Upon the effective date of the Change Notice Number Fifty-Seven, dated January 19, 2016, Contractor shall provide Other Professional Services to conduct an assessment and develop Specifications of County-requested custom software modifications to 837 file names for the purpose of fulfilling State reporting format requirements and claim reconciliation, at no additional cost to County, pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.
- ⁽⁷⁰⁾ Upon the effective date of the Change Notice Number Fifty-Eight, dated February 23, 2016, Contractor shall provide Other Professional Services to conduct an assessment and develop Specifications of County-requested custom software modifications to 835 file names for the purpose of fulfilling State reporting format requirements and claim reconciliation, at no additional cost to County, pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.
- ⁽⁷¹⁾ Upon the effective date of the Change Notice Number Fifty-Nine, dated March 9, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$54,525, 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.
- ⁽⁷²⁾ Upon the effective date of the Change Notice Number Sixty, dated March 18, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$254,375, 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.
- ⁽⁷³⁾ Upon the effective date of the Change Notice Number Sixty-One, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$12,458, 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.
- ⁽⁷⁴⁾ Upon the effective date of the Change Notice Number Sixty-Two, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$5,893, 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.
- ⁽⁷⁵⁾ Upon the effective date of the Change Notice Number Sixty-Three, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$1,0419, 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.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

⁽⁷⁶⁾ Upon the effective date of the Change Notice Number Sixty-Four, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$5,198, 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.

⁽⁷⁷⁾ Upon the effective date of the Change Notice Number Sixty-Five, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$16,651, 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.

⁽⁷⁸⁾ Upon the effective date of the Change Notice Number Sixty-Six, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$9,345, 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.

⁽⁷⁹⁾ Upon the effective date of the Change Notice Number Sixty-Seven, dated November 21, 2016, Contractor shall provide Other Professional Services to develop software modifications to the Avatar Managed Services Operations (MSO) registry setting, at no additional cost to County, pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽⁸⁰⁾ Upon the effective date of the Change Notice Number Sixty-Eight, dated November 21, 2016, Contractor shall provide Other Professional Services to develop software modifications to the Avatar Managed Services Operations (MSO) registry setting, at no additional cost to County, pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽⁸¹⁾ Upon the effective date of the Change Notice Number Sixty-Nine, dated November 21, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$207,632, 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.

⁽⁸²⁾ Upon the effective date of the Change Notice Number Seventy, dated November 21, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$152,079, 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.

⁽⁸³⁾ Upon the effective date of Change Notice Number Seventy-One, dated December 28, 2016, Contractor shall provide County with an additional one-year extension of Maintenance and Support Services for the subscription of CareConnect Services and CarePathways-CareGuidance Measures in the amount of \$555,600 out of Pool Dollars pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and at the rates set forth in Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements) of the Agreement.

⁽⁸⁴⁾ Upon the effective date of Change Notice Number Seventy-Two, dated May 2, 2017, Contractor shall provide to County CarePOV Clinician Application Software module (formerly known as "MobileConnect") under Connect Site, at no additional cost to County. Notwithstanding any other provision of the Agreement, CarePOV Clinician shall constitute Application Software under the Agreement and is provided under a usage License fee and not provided as a perpetual License. Monthly Maintenance and Support Fees provided for this item herein remain unchanged based on prior pricing for the formerly MobileConnect as set forth in Schedule D.2. Footnote (84) is included in this Exhibit C for the purpose of memorializing Change Notice Number Seventy-Two.

⁽⁸⁵⁾ Upon the effective date of Change Notice Number Seventy-Three, dated May 4, 2017, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$83,025, 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.

⁽⁸⁶⁾ Upon the effective date of Change Notice Number Seventy-Four, dated May 4, 2017, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$38,678, 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.

⁽⁸⁷⁾ Upon the effective date of Change Notice Number Seventy-Five, dated July 6, 2017, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$84,363, 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.

⁽⁸⁸⁾ Upon the effective date of Change Notice Number Seventy-Six, dated July 6, 2017, the cost for this Deliverable includes Other Professional Services for Training/Implementation Services of CareConnect Inbox in the amount of \$57,784, 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.

⁽⁸⁹⁾ Upon the effective date of the Change Notice Number Seventy-Seven, dated July 18, 2017, Contractor shall provide Other Professional Services to conduct an assessment and develop Specifications of County-requested custom software modifications in order to address the issue of client demographic data being overwritten by Directly Operated and Legal Entity staff/web services operators in the amount of \$5,007, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽⁹⁰⁾ Upon the effective date of Change Notice Number Seventy-Eight, dated July 19, 2017, the eRx license for Order Entry under Avatar EHR is being added to the Agreement at no additional cost to the County pursuant to Paragraph 6.8 of the Agreement. Notwithstanding any other provision of the Agreement, eRx for Order Entry shall constitute Application Software under the Agreement. Footnote (90) is included in this Exhibit C for the purpose of memorializing Change Notice Number Seventy-Eight.

⁽⁹¹⁾ Upon the Effective Date of Amendment Number Four, dated December 12, 2017, \$5,000,000 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).

AMENDMENT NUMBER FOUR TO
AGREEMENT NUMBER 77676

ATTACHMENT 2

Schedule D.7 (Information Security and Privacy Requirements) -
(is hereby added under Amendment Number Four of Agreement)

SCHEDULE D.7

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Schedule D.7 (Information Security and Privacy Requirements) is an attachment and addition to the Integrated Behavioral Health Information System (IBHIS) Agreement dated October 18, 2011 (the “**Agreement**”) entered into by and between the County of Los Angeles (“**County**”) and Netsmart Technologies, Inc. (“**Contractor**”) and is incorporated into the Agreement by reference hereof. This Schedule D.7 (Information Security and Privacy Requirements) sets forth information security procedures to be established by Contractor before the effective date of this Amendment and maintained throughout the term of the Agreement. These procedures are in addition to the requirements of the Agreement between the Parties. They present a minimum standard only. It is Contractor’s sole obligation to: (i) implement appropriate measures to secure its systems and data including (County Confidential Information, Personally Identifiable Information, and Protected Health Information) against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Schedule D.7 (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement.

- 1. Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively “**Information Security Policy**”). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
- 2. Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel accessing County Confidential Information as defined in Exhibit G (Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement) and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor’s systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.
- 3. Removable Media.** Except in the context of Contractor’s routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of County Confidential Information, Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Schedule D.7 (Information Security and Privacy Requirements), “**Removable Media**” means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), Smart Media (SM), Multimedia Card (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.
- 4. Storage, Transmission, and Destruction of Personally Identifiable Information, Protected Health Information and County Confidential Information.** All Personally Identifiable Information, Protected Health Information and County Confidential Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt all workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that store County’s Confidential Information (including Personally

Identifiable Information and Protected Health Information) in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information, Personally Identifiable Information and Protected Health Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 128 bit. If County Confidential Information, Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such County Confidential Information, Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the County Confidential Information, Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing County Confidential Information, Personally Identifiable Information and Protected Health Information consistent with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, Guidelines for Media Sanitization² such that the County Confidential Information, Personally Identifiable Information and Protected Health Information cannot be retrieved.

- 5. Data Control, Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of County Confidential Information, Personally Identifiable Information and Protected Health Information), Personally Identifiable Information, Protected Health Information, and County Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate standard encryption technology as designated or approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and approved by County in writing. The foregoing requirements shall apply to backup data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (with e.g., NIST SP 800-88, Guidelines for Media Sanitization⁶).

¹ Available at <http://www.csrc.nist.gov/>

² Available at <http://www.csrc.nist.gov/>

³ Available at <http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf>

⁴ Available at <http://www.csrc.nist.gov/>

⁵ Available at <http://www.csrc.nist.gov/>

⁶ Available at <http://www.csrc.nist.gov/>

- 6. Hardware Return.** Upon termination or expiration of the Agreement or at any time upon County's request, Contractor shall return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information, Personally Identifiable Information or Protected Health Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personally Identifiable Information and Protected Health Information or County Confidential Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization⁷).
- 7. Physical and Environmental Security.** Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County's Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
- 8. Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.
- 9. Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and
 - d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

⁷ Available at <http://www.csrc.nist.gov/>

10. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. §164.304.
- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, or County's Confidential Information.
 - d. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.
11. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.
- a. One of the following: HITRUST Common Security Framework (CSF), ISO 27001:2013 (Information Security Management), or other audit(s) as approved by the Department of Mental Health's Chief Information Security Officer or designee. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - i. **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - ii. **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
 - iii. **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - iv. **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Contractor's website.

- b. SSAE-16 (formerly known as SAS -70 II) or other audit(s) as approved by the Department of Mental Health's Chief Information Security Officer or designee– As to the Hosting Services only:
 - i. Audit spans a full twelve (12) months of operation and is produced annually.
 - ii. The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

- 12. **Security Audits.** In addition to the audits described in Section 11 (Contractor Self Audit), during the term of the Agreement, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, and others. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

AMENDMENT NUMBER FOUR TO
AGREEMENT NUMBER 77676

ATTACHMENT 3

Schedule D.8 (Contractor's Compliance with Encryption Requirements) -
(is hereby added under Amendment Number Four of Agreement)

SCHEDULE D.8

**CONTRACTOR'S COMPLIANCE
WITH ENCRYPTION REQUIREMENTS**

Contractor Agency Name: _____

Contractor shall provide information about its encryption practices by completing this Schedule D-8. By submitting this Schedule D-8, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to the renewal of contracts, new contracts and solicitations.

COMPLIANCE QUESTIONS

	YES	NO	N/A	DOCUMENTATION AVAILABLE	
				YES	NO
1 Will County data stored on your workstation(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 Will County data stored on your laptop(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3 Will County data stored on removable media be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4 Will County data be encrypted when transported? <i>If "NO", or N/A please explain.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5 Will Contractor maintain a copy of any validation / attestation reports generated by its encryption tools? <i>If "NO", or N/A please explain.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6 Will County data be stored on remote servers*? <small>*Cloud storage, Software-as-a-Service or SaaS</small> <i>Please provide public URL and hosting information for the server.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Authorized Signatory Name (Print)

Authorized Signatory Official Title

Authorized Signatory Signature

Date

AMENDMENT NUMBER FOUR TO
AGREEMENT NUMBER 77676

ATTACHMENT 4

Exhibit G.1 (Contractor Acknowledgement and Confidentiality Agreement) -
(is hereby added under Amendment Number Four of Agreement)

EXHIBIT G.1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor: _____

Agreement No: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager or Project Director.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees

who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

AMENDMENT NUMBER FOUR TO
AGREEMENT NUMBER 77676

ATTACHMENT 5

Exhibit P (IRS Notice 1015) -
(Replaced in its entirety by revised Exhibit P
under Amendment Number Four of Agreement)

EXHIBIT P

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2015)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2015 are less than \$53,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2015)
Cat. No. 205991