

COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS

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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

October 11, 2011

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#21 OCTOBER 18, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

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

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

SUBJECT

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

IT IS RECOMMENDED THAT YOUR BOARD:

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

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

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

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

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

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

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

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

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

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

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

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

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

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

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

Risk Mitigation Measures:

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

1. Holdbacks: Holdbacks provided in the recommended Agreement include thirty percent (30%) of the cost of each invoice submitted with respect to implementation of the IBHIS until County's Final System Acceptance. This is an extraordinarily high holdback percentage as compared to other County Information Technology Agreements.
2. Professional Liability/Errors and Omissions: The Professional Liability/Errors and Omissions (E&O) provision under the RFP Sample Agreement required contractor to carry liability coverage in the aggregate amount of \$3 million. In its risk mitigation proposal Netsmart provided, through its E&O carrier (Chubb Group of Insurance Companies), a special rider to the County up to the sum of \$8 million as additional assurance of funding in the event of Netsmart's failure to perform. County was named as an additional insured to the policy.
3. Performance Bond: The RFP Sample Agreement required a contractor to furnish performance security (e.g., a Performance Bond) in an amount equal to one hundred percent (100%) of the total Contract Sum and maintain it until the expiration of the System Warranty Period. Netsmart, in its proposal, took exception to this provision. As part of the negotiations, Netsmart agreed to withdraw its objection to the RFP-specified performance bond in lieu of County's acceptance of an irrevocable Letter of Credit (LOC) in the amount of \$1.5 million, which protects the County against Netsmart's insolvency or inability to perform under the recommended Agreement. DMH, in consultation with the CEO Risk Management Branch and outside counsel, has determined the LOC to be acceptable. DMH's agreement not to require Netsmart to provide a performance bond was based on Netsmart's concerns regarding the cost of such performance security in the current financial climate and its impact on Netsmart's cash flow. Netsmart offered other risk mitigation measures, such as the thirty percent (30%) Holdback Amount discussed above, that in the end provides the County with a robust risk mitigation package.

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

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

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

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

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

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

CONTRACTING PROCESS

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

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

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

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

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

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

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

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

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

The Honorable Board of Supervisors

10/11/2011

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "MJ Southard". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:MM:RK:RG

Enclosures (5)

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

CIO ANALYSIS

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

CIO RECOMMENDATION: **APPROVE** **APPROVE WITH MODIFICATION**
 DISAPPROVE

Contract Type:

New Contract **Contract Amendment** **Contract Extension**
 Sole Source Contract **Hardware Acquisition** **Other**

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

Contract Components:

Software **Hardware** **Telecommunications**
 Professional Services

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

Budget Information :

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

Project Background:

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

Strategic Alignment:

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

Project/Contract Description:

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

Background:

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

Project Justification/Benefits:

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

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

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

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

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

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

Project Metrics:

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

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

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

Alternatives Considered:

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

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

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

Project Risks:

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

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

Risk Mitigation Measures:

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

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

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

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

Financial Analysis:

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

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

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

CIO Concerns:

None.

CIO Recommendations:

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

CIO APPROVAL

Date Received: September 26, 2011

Prepared by: Henry Balta

Date: September 28, 2011

Approved: 

Date: 9/29/2011

ATTACHMENT I

DEPARTMENT OF MENTAL HEALTH



**AGREEMENT
BY AND BETWEEN**

COUNTY OF LOS ANGELES

AND

NETSMART TECHNOLOGIES, INC.

FOR AN

**INTEGRATED BEHAVIORAL HEALTH
INFORMATION SYSTEM (IBHIS)**

October 2011

77676

RECITALS

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

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

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

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

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

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

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

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

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

1. APPLICABLE DOCUMENTS AND DEFINITIONS

1.1 Interpretation

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

77676

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

42
43

44 1.2 Entire Agreement

45 The body of this Agreement, together with the Recitals and Exhibits, as defined in Paragraph
46 1.1 (Interpretation) above, constitutes the complete and exclusive statement of understanding
47 between the parties and supersedes all previous and contemporaneous agreements, whether written
48 or oral, and any and all communications and negotiations between the parties relating to the subject
49 matter of this Agreement.

50 1.3 Construction

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

63 1.4 Definitions

64 1.4.1 The terms and phrases in this Paragraph 1.4 shall have the meanings set forth
65 below, when used in this Agreement, throughout and hereafter.

66 1.4.2 "Acceptance" shall mean County's written approval of any and all Work
67 provided by Contractor to County in accordance with Paragraph 4.2 (Approval of Work).

68 1.4.3 "Acceptance Test" shall mean any one of the tests described in Task 8.0
69 (System Tests) or in Task 10.2 (Pilot Tests) of the Statement of Work.

70 1.4.4 "ADA" shall mean the Americans with Disabilities Act of 1990 as codified at 42
71 U.S.C. Section 12101 et seq., along with all implementing regulations made pursuant thereto.

72 1.4.5 "Agreement" shall have the meaning set forth in the Recitals.

73 1.4.6 "Ancillary Software" shall have the meaning set forth in Paragraph 6 (Change
74 Notices and Amendments).

75 1.4.7 "Ancillary Software Warranty Period" shall have the meaning set forth in
76 Paragraph 9.2.3.

77 1.4.8 "Application Software" shall mean Baseline Application Software, Third Party
78 Software, Interfaces and Custom Programming Modifications, any successor products provided by
79 Contractor pursuant to Paragraph 11.3 (Continuous Product Support) and any modifications, Updates,
80 Enhancements, corrections, patches, fixes, new releases, or revisions thereto, including
81 Enhancements as defined in Exhibit D (Service Level Requirements). Application Software further
82 includes Ancillary Software, upon the licensing of such software to County in accordance with the
83 terms of this Agreement.

84 1.4.9 "Baseline Application Software" shall mean Contractor's commercial product
85 provided to the County as specified in Attachment B.3 (Schedule of Peripheral Hardware, System
86 Software and Third Party Software) to Exhibit B (Technical Solution Requirements), including all
87 Source Code, Object Code and related Documentation, supplied by Contractor pursuant to this
88 Agreement. Reference to Baseline Application Software may include one or more Components
89 thereof or all Baseline Application Software in the System.

90 1.4.10 "Board of Supervisors" or "Board" shall mean the Los Angeles County Board of
91 Supervisors.

92 1.4.11 "Change Notice" shall have the meaning set forth in Paragraph 6 (Change
93 Notices and Amendments).

94 1.4.12 "CSSD" shall mean County's Child Support Services Department.

95 1.4.13 "Components" shall mean, individually and collectively, each and every
96 component of the System, including System Software.

97 1.4.14 "Confidential County Data" shall have the meaning set forth in Paragraph 20
98 (Confidentiality).

99 1.4.15 "Contract Provider" shall mean a person, group or organization that contracts
100 with DMH to provide any type of mental health services (i.e., direct services, indirect services,
101 consultation).

102 1.4.16 "Contract Sum" shall mean the total monetary amount that may be payable by
103 County to Contractor hereunder, as set forth in Paragraph 7.1 (Contract Sum - General).

104 1.4.17 "Contractor" shall have the meaning set forth in the Recitals.

105 1.4.18 "Contractor Facilities" shall mean any facilities owned or operated by
106 Contractor.

107 1.4.19 "Contractor's Project Director" shall have the meaning set forth in Paragraph
108 3.1 (Contractor's Project Director).

109 1.4.20 "Contractor's Project Manager" shall have the meaning set forth in Paragraph
110 3.2 (Contractor's Project Manager).

111 1.4.21 "Conversion" means the Tasks, Deliverables, data, and System Software,
112 including Source Code (but only in escrow with a mutually acceptable third party), Object Code and
113 related Documentation, which allow the conversion and migration of electronic data from County's
114 existing systems into the System, as required (i) pursuant to Task 9.0 (Data Conversion) of the
115 Statement of Work, and/or (ii) which County may request in accordance with Paragraph 6 (Change
116 Notices and Amendments).

117 1.4.22 "Corrective Maintenance" shall have the meaning set forth in Exhibit D (Service
118 Level Requirements).

119 1.4.23 "County" shall have the meaning set forth in the Recitals.

120 1.4.24 "County Facilities" shall mean any facilities owned or operated by County.

121 1.4.25 "County Indemnitees" shall have the meaning set forth in Paragraph 15.1
122 (General Indemnification).

123 1.4.26 "County Materials" shall have the meaning set forth in Paragraph 21.2
124 (Proprietary Considerations).

125 1.4.27 "County's Project Director" shall have the meaning set forth in Paragraph 2.1
126 (County's Project Director).

127 1.4.28 "County's Project Manager" shall have the meaning set forth in Paragraph 2.2
128 (County's Project Manager).

129 1.4.29 "County's Remedial Acts" shall have the meaning set forth in Paragraph 15.2.2
130 (Intellectual Property Indemnification).

131 1.4.30 "County Staff" means all employees of County, contractors to County including
132 both individuals and employees thereof, and subcontractors to contractors to County including both
133 individuals and employees thereof, but excluding any employee, owner, partner, affiliate or agent of
134 Contractor or of any Subcontractor to Contractor hereunder.

135 1.4.31 "Custom Programming Modifications" shall mean those custom software
136 modifications, Source Code, Object Code and related Documentation, which Contractor shall provide
137 in accordance with Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of
138 Work) and Exhibit C (Price and Schedule of Payments), or which County may request, and which
139 Contractor shall provide, in accordance with Paragraph 4.5 (Other Professional Services), including
140 but not limited to Interfaces and Conversions.

141 1.4.32 "Deficiency" shall mean (a) any failure of the System to perform in accordance
142 with the System requirements and Specifications which causes a loss of functionality or degradation
143 of System performance; or (b) any other material error or malfunction including the provision of
144 substandard workmanship which impairs the timely performance of Contractor's duties or obligations
145 hereunder.

146 1.4.33 "Deliverable" shall mean items and services provided or to be provided by
147 Contractor under this Agreement, including numbered Deliverables in the Statement of Work,
148 products and services under the Detailed Work Plan and the Detailed Work Plan itself, and products
149 and services provided pursuant to Exhibit D (Service Level Requirements) or Paragraph 6 (Change
150 Notices and Amendments).

151 1.4.34 "Detailed Work Plan" shall have the meaning set forth in Paragraph 4.6.1
152 (Delivery of Detailed Work Plan).

153 1.4.35 "Department" shall have the meaning set forth in the Recitals.

154 1.4.36 "Director" shall mean the Director of DMH.

155 1.4.37 "DMH" shall have the meaning set forth in the Recitals.

156 1.4.38 "Documentation" shall mean any and all written materials (including the
157 electronic versions thereof), prepared by Contractor as a requirement under this Agreement including
158 training course materials, Specifications, Contractor technical manuals, Contractor handbooks,
159 customer flow charts, Contractor technical information, reference materials, software user manuals,

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

163 1.4.39 "Due Date" shall have the meaning set forth in Paragraph 7.3 (Credits to
164 County).

165 1.4.40 "Effective Date" shall mean the date of approval and execution of this
166 Agreement by County's Board of Supervisors, following initial execution by Contractor.

167 1.4.41 "Enhancements" shall have the meaning set forth in Exhibit D (Service Level
168 Requirements).

169 1.4.42 "Final System Acceptance" shall mean County's written approval of the Work
170 associated with Task 10.3 (Final System Acceptance) of the Statement of Work and County's Project
171 Director's countersignature to the applicable Task/Deliverable Acceptance Certificate.

172 1.4.43 "Fixed Price Professional Services" shall mean those services identified in
173 Exhibit C (Price and Schedule of Payments), including without limitation services identified in the
174 Statement of Work, Interfaces and Conversions, or required pursuant to Attachments B.2 (Technical
175 Requirements) and B.1 (Functional Requirements) to Exhibit B (Technical Solution Requirements)
176 that are provided by Contractor to County hereunder.

177 1.4.44 "HIPAA" shall mean the Health Insurance Portability and Accountability Act of
178 1996, Pub. L. No. 104-191 (1996), together with the rules and regulations from time to time
179 promulgated thereunder, including the Privacy and Security Regulations.

180 1.4.45 "HITECH Act" shall mean the Health Information Technology for Economic and
181 Clinical Health Act, Title XIII and Title IV of Division B of the American Recovery and Reinvestment Act
182 of 2009 (Pub. L. 111-005).

183 1.4.46 "Holdback Amount" shall have the meaning set forth in Paragraph 8.4
184 (Holdbacks).

185 1.4.47 "Hourly Labor Rate" shall mean the fully burdened labor rate or rates set forth in
186 Attachment A.5 (Other Professional Services Fee Schedule) to Exhibit A (Statement of Work).

187 1.4.48 "Hosting Environment" shall mean all hardware, operating systems, security,
188 and networking provided by Contractor in accordance with Contractor's specifications set forth in
189 Schedule D.4 (Hosting Environment Diagram) to Exhibit D (Service Level Requirements).

190 1.4.49 "Hosting Services" shall have the meaning set forth in Paragraph 4.4
191 (Maintenance and Support Services and Hosting Services).

192 1.4.50 "Hosting Services Fee" shall mean the amount charged by Contractor for
193 Hosting Services as set forth in Schedule D.3 (Hosting Services Fee Schedule) to Exhibit D (Service
194 Level Requirements).

195 1.4.51 "IBHIS" or "Integrated Behavioral Health Information System" means the
196 System as defined in Paragraph 1.4.88.

197 1.4.52 "Implementation Services" shall mean Application Software deployment,
198 customizations, System Training and other services related to the implementation of System Software,
199 as set forth in the Statement of Work.

200 1.4.53 "Indemnify" shall have the meaning set forth in Paragraph 15.1 (General
201 Indemnification).

202 1.4.54 "Infringement Claims" shall have the meaning set forth in Paragraph 15.2
203 (Intellectual Property Indemnification).

204 1.4.55 "Initial Interfaces" shall mean the Interfaces as identified in Attachments B.1
205 (Functional Requirements) and B.2 (Technical Requirements) to Exhibit B (Technical Solution
206 Requirements).

207 1.4.56 "Initial Term" shall have the meaning set forth in Paragraph 5 (Term).

208 1.4.57 "Interfaces" shall mean the software mechanisms, including Source Code (but
209 only as escrowed with a mutually acceptable third party), Object Code and related Documentation,
210 which allow the transfer of electronic data and/or software commands between computer systems,
211 applications or modules, (i) required to complete the Interfaces identified in Attachment A.1 (Auditor-
212 Controller eCAPS Interfaces) to the Statement of Work and Attachments B.1 (Functional
213 Requirements) and B.2 (Technical Requirements) to Exhibit B (Technical Solution Requirements) or (ii)
214 which County may request in accordance with Paragraph 6 (Change Notices and Amendments), to be
215 provided by Contractor.

216 1.4.58 "Key Deliverable" shall mean the Deliverables identified with the word "Key" in
217 the Statement of Work, the Project Schedule or the Detailed Work Plan, and also includes all
218 Milestones.

219 1.4.59 "Liabilities" shall have the meaning set forth in Paragraph 15.1 (General
220 Indemnification).

221 1.4.60 "License" shall have the meaning set forth in Paragraph 10.2 (License).

222 1.4.61 "Maintenance and Support Fee" shall mean the amount charged by Contractor
223 for Maintenance and Support Services as set forth in Schedule D.2 (Maintenance and Support Fee
224 Schedule) to Exhibit D (Service Level Requirements) and calculated as set forth in Paragraph 7.5
225 (Adjustments to Maintenance and Support Fee and Hourly Labor Rates) of this Agreement.

226 1.4.62 "Maintenance and Support Services" shall have the meaning set forth in
227 Paragraph 4.4 (Maintenance and Support Services and Hosting Services).

228 1.4.63 "MHSA" shall mean the Mental Health Services Act (Proposition 63) approved
229 by the U.S. California voters in November 2004, which has been designed to expand and transform
230 California's county mental health systems.

231 1.4.64 "Milestone" shall have the meaning set forth in Paragraph 4.7 (Milestones).

232 1.4.65 [INTENTIONALLY OMITTED]

233 1.4.66 "Object Code" shall mean executable programs or libraries consisting of
234 computer programming code which may be executed on a computer and are produced from Source
235 Code using compilers.

236 1.4.67 "Option Term" shall have the meaning set forth in Paragraph 5 (Term).

237 1.4.68 "Other Professional Services" shall mean services not identified as to be
238 performed hereunder, in the Statement of Work or the initial Detailed Work Plan, or specifically
239 identified as optional at County's election therein, including but not limited to, Custom Programming
240 Modifications, training, consulting or System close-out / shut-down services that are provided by
241 Contractor to County hereunder in accordance with Paragraph 4.5 (Other Professional Services).

242 1.4.69 "Other Professional Services and Software Warranty Period" shall have the
243 meaning set forth in Paragraph 9.2 (Warranty Periods for Warranty Services).

244 1.4.70 "Out-of-Pocket Expenses" shall mean Contractor's reasonable and necessary
245 expenditures for Contractor's staff transportation, meals, and lodging not to exceed the limits set forth
246 in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code, and
247 not to include airfare other than in coach class.

248 1.4.71 "Peripheral Hardware" shall mean all hardware provided by County in
249 accordance with Contractor's specifications and identified in Attachment B.3 (Schedule of Peripheral
250 Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution
251 Requirements). Reference to Peripheral Hardware may include one or more components thereof or all
252 Peripheral Hardware in the System.

253 1.4.72 "Physical Materials" shall have the meaning set forth in Paragraph 21.1
254 (Proprietary Considerations).

255 1.4.73 "Pool Dollars" shall mean the aggregate funds reserved under this Agreement
256 for Other Professional Services, Ancillary Software, Peripheral Hardware, and Maintenance and
257 Support Services and Hosting Services, in respect of other software and/or services acquired in
258 accordance with Paragraph 4.5 (Other Professional Services) and Paragraph 6 (Change Notices and
259 Amendments).

260 1.4.74 "Privacy and Security Regulations" shall have the meaning set forth in
261 Paragraph 73 (Contractor's Obligations as a Business Associate Under HIPAA and HITECH Act).

262 1.4.75 "Production Use" shall mean the actual use of the System to perform County's
263 applicable normal business operations.

264 1.4.76 "Project Schedule" shall mean the schedule attached hereto as Exhibit E
265 (Project Schedule).

266 1.4.77 "Project Status Report" shall mean the written status reports delivered pursuant
267 to Paragraph 4.6.3 (Deviation from Detailed Work Plan) and Task 2.0 (Project Status Reports) of
268 Exhibit A (Statement of Work) and shall be in the form and substance as set forth in Attachment A.2
269 (Project Status Report) of the Statement of Work.

270 1.4.78 "Release Conditions" shall have the meaning set forth in Paragraph 10.3
271 (Source Code).

272 1.4.79 "Replacement Product" shall have the meaning set forth in Paragraph 11.3
273 (Continuous Product Support).

274 1.4.80 "Response Time" shall have the meaning set forth in Schedule D.1 (Response
275 Time Requirements) to Exhibit D (Service Level Requirements) of this Agreement.

276 1.4.81 "Response Time Warranty" shall have the meaning set forth in Paragraph 9.8
277 (Response Time Warranty).

278 1.4.82 "Service Credits" shall have the meaning set forth in Paragraph 4.4.2
279 (Maintenance and Support Services and Hosting Services).

280 1.4.83 "Source Code" shall mean computer programming code in human readable
281 form that is not suitable for machine execution without the intervening steps of interpretation or
282 compilation, and includes code for all System Software, including all modifications, Updates,
283 Enhancements, corrections, patches, fixes, improvements, new releases, Custom Programming
284 Modifications, and Interfaces thereto, and also includes the tools, compilers, and developers' kits that
285 enable understanding, use and compilation of the Source Code and creation of additional Source Code
286 or Object Code.

287 1.4.84 "Specifications" shall mean any or all of the following, as applicable, at County's
288 discretion:

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

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

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

295 (iv) All functional and operational requirements/features included in Exhibit
296 B (Technical Solution Requirements), including its Attachments and Exhibit D (Service Level
297 Requirements) to the extent not inconsistent with any of the foregoing in this Paragraph
298 1.4.84;

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

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

305 (vii) All written or electronic materials furnished by or through Contractor
306 regarding Contractor's pre-developed and generally available software products, or otherwise
307 agreed to by Contractor and County, which pertain to any element of the System, and which
308 outline, describe or specify functionality, features, capacity, availability, Response Times,
309 accuracy or any other performance or other criteria for the System or any element of the
310 System, but only to the extent (i) not inconsistent with any of the foregoing in this Paragraph
311 1.4.84 and (ii) acceptable to County in its sole discretion.

312 1.4.85 "Statement of Work" or "SOW" shall mean the Statement of Work attached to
313 this Agreement as Exhibit A (Statement of Work) and all Attachments thereto.

314 1.4.86 "Subcontractor" shall mean any person, entity or organization to which
315 Contractor has delegated any of its obligations hereunder in accordance with Paragraph 14
316 (Subcontracting).

317 1.4.87 "Successor Event" shall have the meaning set forth in Paragraph 11.3
318 (Continuous Product Support).

319 1.4.88 "System" shall mean all System Software and services including, but not limited
320 to, Hosting Services, described in this Agreement and as otherwise agreed to by County and
321 Contractor, collectively comprising the System. Reference to the System may include one or more
322 Components or modules thereof or the entire System. A diagram depicting the System as of the
323 Effective Date is attached as Attachment A.3 (System Definition as of Effective Date) to Exhibit A
324 (Statement of Work).

325 1.4.89 "System Component" shall mean, individually and collectively, each and every
326 Component of the System Software.

327 1.4.90 "System Performance Requirements" shall mean the Response Time and other
328 requirements for the System performance of the IBHIS identified in Schedule D.1 (Response Time
329 Requirements) to Exhibit D (Service Level Requirements).

330 1.4.91 "System Software" shall mean all Application Software and related
331 Documentation, including without limitation, software as set forth in Attachment B.3 (Schedule of
332 Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution
333 Requirements). Reference to the System Software may include one or more Components or modules
334 thereof or all System Software in the System.

335 1.4.92 "System Test" shall mean any one of the tests described in Task 8.0 (System
336 Tests) of the Statement of Work.

337 1.4.93 "System Warranty Period" shall have the meaning set forth in Paragraph 9.2
338 (Warranty Periods For Warranty Services).

339 1.4.94 "Task/Deliverable Acceptance Certificate" shall mean the certificate, a form of
340 which is attached hereto as Exhibit K (Task/Deliverable Acceptance Certificate), issued by County
341 upon Contractor's satisfactory completion of applicable Tasks, Subtasks, Deliverables, goods, services
342 or other Work in accordance herewith, pursuant to Paragraph 4.2 (Approval of Work).

343 1.4.95 "Task" and "Subtask" shall mean one of the areas of Work to be performed
344 under this Agreement, including those identified as numbered Tasks and Subtasks in the Statement of
345 Work, Project Schedule, or Detailed Work Plan.

346 1.4.96 "Tax" and "Taxes" shall mean governmental fees (including, license, filing, and
347 registration fees) and all taxes (including, franchise, excise, stamp, valued added, income, gross
348 receipts, gross revenue, import, export, sales, use transfer, and property taxes), withholdings,
349 assessments, levies, imposts, duties, charges, or interest thereon imposed.

350 1.4.97 "Term" shall have the meaning set forth in Paragraph 5 (Term).

351 1.4.98 "Third Party Software" shall mean all the software, including all Source Code, if
352 available, Object Code and related Documentation, which are developed and owned by third parties
353 and are supplied by Contractor pursuant to this Agreement. Without limiting the foregoing, each such
354 Component shall be set forth in Attachment B.3 (Schedule of Peripheral Hardware, System Software,
355 and Third Party Software) to Exhibit B (Technical Solution Requirements).

356 1.4.99 "Updates" shall mean any additions to and/or replacements to Application
357 Software, or any Components thereof, available or made subsequent to the System Software
358 implementation in accordance with the Statement of Work, and shall include Enhancements, new
359 version releases, upgrades, updates, revisions, improvements, bug fixes, patches, Deficiency
360 corrections, modifications resulting from legal changes, statutory changes, regulatory changes, and
361 other modifications relating to the System Software, whether required for the System Software to
362 remain in compliance with applicable Federal or State laws and regulations (and in the case of local
363 laws and regulations in order to meet Specifications and System Performance Requirements).
364 Reference to Updates may include one or more components or modules thereof or all Updates in the
365 System or Updates to the Hosting Environment infrastructure.

366 1.4.100 "User" shall mean any person to whom County grants the privilege to access
367 the System through the assignment of a unique identifier and password. Users shall be County Staff
368 or employees or agents of any organization that may from time to time be authorized by County.
369 County will not sublicense use of the System.

370 1.4.101 "Warranty Period" shall have the meaning set forth in Paragraph 9.2.4.

371 1.4.102 "Work" shall mean any and all Tasks, Subtasks, Deliverables, Other
372 Professional Services, Custom Programming Modifications, Interfaces, goods, and other services
373 performed by or on behalf of Contractor pursuant to this Agreement, the Statement of Work, the
374 Detailed Work Plan, and all the Exhibits, annexes, attachments, Change Notices, and amendments
375 hereto.

376 1.4.103 "Working Day(s)" shall mean 8:00 a.m. to 5:00 p.m., Pacific Time, Monday
377 through Friday, excluding County observed holidays, except that for Maintenance and Support
378 Services and Hosting Services, the term "Working Days" shall mean twenty-four (24) hours per day,
379 seven (7) days per week, as provided in Exhibit D (Service Level Requirements).

380 2. ADMINISTRATION OF AGREEMENT - COUNTY

381 2.1 County's Project Director

382 2.1.1 County's Project Director for this Agreement shall be the following person:

383 Jay Patel
384 Chief, Enterprise Applications/County's Project Director
385 Department of Mental Health
386 Chief Information Office Bureau
387 695 S. Vermont Avenue, 11th Floor
388 Los Angeles, CA 90005
389 Telephone: (213) 480-3650
390 Facsimile: (213) 252-8884
391 E-mail: jpatel@dmh.lacounty.gov
392

393 2.1.2 From time to time and at any time and subject to the remainder of this
394 Paragraph 2.1.2, County's Project Director may delegate specific authority and responsibilities (but
395 not all) under this Agreement to a designee, and upon and to the extent of such designation,
396 "County's Project Director" as used herein, shall refer to such designee.

397 2.1.3 County will notify Contractor in writing of any change in the name or address of
398 County's Project Director.

399 2.1.4 County's Project Director will be responsible for ensuring that the objectives of
400 this Agreement are met.

401 2.1.5 Except as set forth in Paragraph 6 (Change Notices and Amendments),
402 County's Project Director is not authorized to make any changes in any of the terms and conditions of
403 this Agreement and is not authorized to further obligate County in any respect whatsoever.

404 2.1.6 County's Project Director or such person's authorized designee will have the
405 right at all times to inspect any and all Hosting Environment, System Software, and other Work
406 provided by or on behalf of Contractor pursuant to this Agreement.

407 2.2 County's Project Manager

408 2.2.1 County's Project Manager for this Agreement shall be the following person:

409 Adrina Moreno
410 County's Project Manager
411 Department of Mental Health
412 Chief Information Office Bureau
413 695 S. Vermont Avenue, 11th Floor
414 Los Angeles, CA 90005
415 Telephone: (213) 251-6420
416 Facsimile: (213) 252-8884
417 Email: amoreno@dmh.lacounty.gov

418
419 2.2.2 County will notify Contractor in writing of any change in the name or address of
420 County's Project Manager.

421 2.2.3 County's Project Manager will be responsible for ensuring that the functional
422 and technical standards and requirements of this Agreement are met.

423 2.2.4 County's Project Manager will interface with Contractor's Project Manager on a
424 regular basis.

425 2.2.5 Except as set forth in Paragraph 6 (Change Notices and Amendments),
426 County's Project Manager is not authorized to make any changes in any of the terms and conditions
427 of this Agreement and is not authorized to further obligate County in any respect whatsoever.

428 2.2.6 County's Project Manager will advise County's Project Director as to
429 Contractor's performance in areas relating to technical requirements and standards.

430

431

432 2.3 County Personnel

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

438 **3. ADMINISTRATION OF AGREEMENT - CONTRACTOR**

439 3.1 Contractor's Project Director

440 3.1.1 Contractor's Project Director shall be the following person:

441 Joe McGovern
442 Executive Vice President Operations
443 Netsmart Technologies, Inc.
444 3500 Sunrise Highway Suite D-122
445 Great River, NY 11739
446 Telephone: (631) 968-2012
447 Facsimile: (631) 968-2123
448 Email: JMcGovern@ntst.com
449

450 3.1.2 Contractor's Project Director shall be a full-time employee of Contractor at all
451 times during such designation.

452 3.1.3 Contractor's Project Director shall be responsible for Contractor's performance
453 of all Work, including delivery of all Deliverables, and assuring Contractor's compliance with this
454 Agreement. Contractor's Project Director is not authorized to make any changes in any of the terms
455 and conditions of this Agreement and is not authorized to further obligate Contractor in any respect
456 whatsoever.

457 3.1.4 Contractor's Project Director shall be available to meet with County's Project
458 Director at least monthly to review project progress and discuss project coordination. Such meetings
459 shall be conducted at a time and place, or by telephone, convenient to County's Project Director.

460 3.2 Contractor's Project Manager

461 3.2.1 Contractor's Project Manager shall be the following person:

462 Donley C. Smith, MA
463 Contractor's Project Manager
464 Netsmart Technologies, Inc.
465 137 Martens Blvd.
466 San Rafael, CA 94901
467 Telephone: (415) 518-0530
468 Facsimile: (631) 968-2123
469 Email: DSmith@ntst.com
470

471 3.2.2 Contractor's Project Manager shall be a full-time employee of Contractor at all
472 times during such designation.

473 3.2.3 Contractor's Project Manager shall be responsible for Contractor's day-to-day
474 activities as related to this Agreement and for reporting to County in the manner set forth in Task 1.0
475 (Project Planning) of the Statement of Work. Contractor's Project Manager is not authorized to make
476 any changes in any of the terms and conditions of this Agreement and is not authorized to further
477 obligate Contractor in any respect whatsoever.

478 3.2.4 Contractor's Project Manager shall meet and confer with County's Project
479 Manager on a regular basis during the Term as specified in Task 2.0 (Project Status Reports) of the
480 Statement of Work.

481 3.3 Approval of Contractor's Staff

482 3.3.1 County has the absolute right to approve or disapprove (a) each member or
483 proposed member of Contractor's staff, including Contractor's Project Director or Contractor's Project
484 Manager, prior to, and during, their performance of any Work hereunder and (b) any proposed
485 removals from or other changes in Contractor's staff. County's Project Director may require
486 replacement of any member of Contractor's staff performing, or offering to perform, Work hereunder,
487 including Contractor's Project Director or Contractor's Project Manager. County hereby approves of
488 the persons set forth in Paragraphs 3.1.1 and 3.2.1 as Contractor's Project Director and Contractor's
489 Project Manager, respectively. Prior to the performance of any Work hereunder by any member of
490 Contractor's staff, including the Contractor's Project Director and Contractor's Project Manager,
491 Contractor shall provide County's Project Director with a resume of such persons for County's review,
492 interview (if requested), and approval. Contractor shall comply with the requirements of this
493 Paragraph 3.3.1 for each proposed replacement member of Contractor's staff performing Work
494 hereunder. County requests to remove or change staffing may impact scheduling. Unless Contractor
495 could have reasonably foreseen that a change would be necessary, Contractor will be entitled to a
496 mutually agreed extension of the schedule to allow for assignment and orientation of new personnel.

497 3.3.2 In addition, Contractor shall, to the maximum extent possible, take all
498 necessary steps to ensure continuity over time of the membership of the group constituting
499 Contractor's staff, including Contractor's Project Director or Contractor's Project Manager. Contractor
500 shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of
501 the staff member being replaced.

502 3.3.3 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize,
503 and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or
504 certified in the technology, trades, Tasks and Subtasks required by this Agreement.

505 3.3.4 Contractor shall supply sufficient staff to discharge its responsibilities hereunder
506 in a timely and efficient manner as required to comply with the Detailed Work Plan approved by
507 County pursuant to Task 1.3 (Develop and Present Detailed Work Plan) of the Statement of Work and
508 Paragraph 4.6 (Delivery and Acceptance of Detailed Work Plan).

509 3.3.5 In the event Contractor should ever need to remove any staff from performing
510 Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in
511 advance, except in circumstances in which such notice is not possible, and shall work with County on
512 a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project
513 continuity. Such plan shall include at least (i) immediate commencement and substantiation of diligent
514 efforts to provide any such replacement from Contractor's existing qualified staff; (ii) prompt
515 commencement and substantiation of diligent and appropriately scoped advertising for any required
516 hiring of replacement(s), within at most seven (7) days of the earlier of such removal or Contractor's
517 prior notice of the need therefor, in each case if an internal proposed replacement has not already

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

521 3.3.6 Each staff member employed by or on behalf of Contractor who performs Work
522 under this Agreement requiring direct contact with County, shall be an adult who is fully fluent in both
523 spoken and written English and legally permitted to work and reside in the United States.

524 3.4 Contractor's Staff Identification

525 3.4.1 County shall provide all staff assigned to this Agreement, who work on-site at or
526 have access to any County Facilities, with a photo identification badge. Contractor staff, while on duty
527 or when entering a County facility or its grounds, shall prominently display the photo identification
528 badge on such staff member's person. The photo identification badge is the property of County and
529 must be returned to County upon termination of such person's engagement in Work under this
530 Agreement, at the end of the Term, or immediately upon the request of County's Project Manager or
531 County's Project Director. If the County supplied identification badge is lost or stolen, Contractor shall
532 notify County as soon as possible after the discovery of such loss or theft, and in any event by the
533 later of eight (8) hours thereafter or 9:30 a.m. on the next Working Day, and shall pay a replacement
534 fee for issuance of a replacement badge.

535 3.4.2 Contractor shall notify County within one (1) Working Day when a staff member
536 assigned to perform work hereunder is terminated from performing Work under this Agreement.
537 Contractor is responsible to retrieve and immediately return to County's Project Manager the staff's
538 County specified photo identification badge at the time such person ceases performing Work under
539 this Agreement.

540 3.4.3 If County requests the removal of any member of Contractor's staff, Contractor
541 shall ensure that the County specified photo identification badge of the removed staff member is
542 retrieved and immediately returned to County's Project Manager upon such staff's removal from
543 performing Work under this Agreement.

544 3.5 Background and Security Investigations

545 3.5.1 At any time during the Term, County may require that any or all members of
546 Contractor's staff performing Work hereunder undergo and pass, to the satisfaction of County, a
547 background investigation, as a condition to beginning and/or continuing to Work under this
548 Agreement. County shall use its discretion in determining the method of background security
549 clearance to be used, up to and including without limitation a County performed security clearance
550 requiring fingerprint checks. Any third party fees associated with obtaining the background
551 information shall be at the expense of Contractor, not to exceed One Thousand Dollars (\$1,000.00)
552 per Contractor staff member investigated.

553 3.5.2 Without limiting the foregoing, County may request that any or all members of
554 Contractor's staff be immediately removed from working on this Agreement at any time due to
555 information obtained through the background investigation(s). For avoidance of doubt, County is not
556 obligated to provide to Contractor or to Contractor's staff any information obtained through the
557 background investigation(s) except to the extent so required by law. County may immediately
558 terminate access to County Facilities, access to County Materials and/or the System, and/or
559 continued Work under this Agreement to any or all members of Contractor's staff as to whom any
560 background investigation(s) reveal, in the sole discretion of County, information negatively reflecting
561 on such person(s).

562 3.5.3 Disqualification, if any, of any of Contractor's staff, pursuant to this Paragraph
563 3.5 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and
564 conditions of this Agreement unless the disqualification meets the requirements of Paragraph 84
565 (Force Majeure).

566 **4. WORK**

567 4.1 Scope of Work

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

577 4.2 Approval of Work

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

590 4.3 Unapproved Work

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

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

600 4.4 Maintenance and Support Services and Hosting Services

601 4.4.1 Subject to County's termination rights hereunder, County shall acquire
602 Maintenance and Support and Hosting Services from Contractor upon the terms and conditions set
603 forth herein. In exchange for County's payment of the Maintenance and Support Fees and Hosting

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

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

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

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

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

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

643 4.4.2 During all periods when County pays Maintenance and Support Fees and
644 Hosting Services Fees, County may assess against those Maintenance and Support Fees owed to
645 Contractor credits (hereinafter "Service Credits", as more fully defined in Exhibit D (Service Level
646 Requirements)) in the event Contractor fails to timely resolve any Deficiency.

647

648 4.5 Other Professional Services

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

658 4.6 Delivery and Acceptance of Detailed Work Plan

659 4.6.1 Delivery of Detailed Work Plan. No later than fifteen (15) Working Days after
660 the Effective Date, Contractor shall provide to County's Project Manager a detailed work plan
661 incorporating the Deliverables set forth in the Statement of Work and the dates utilized in the Project
662 Schedule. The initial detailed work plan, or as subsequently revised pursuant to this Paragraph 4.6, is
663 referred to herein as the "Detailed Work Plan". Contractor and County promptly shall review and revise
664 the draft Detailed Work Plan as necessary, and Contractor shall submit the final Detailed Work Plan
665 within thirty-five (35) Working Days following the Effective Date, but in any event, no payments will be
666 due by County to Contractor under this Agreement until the Detailed Work Plan is approved by
667 County's Project Director pursuant to Paragraph 4.2 (Approval of Work) and this Paragraph 4.6. The
668 Detailed Work Plan is a Deliverable under the Statement of Work and shall be comprehensive in scope
669 and breadth, setting forth in detail the Work plan proposed by Contractor and County to install,
670 configure and make operational, directly or through subcontractors, the System, provide the training,
671 and otherwise deliver the System required by this Agreement. The Detailed Work Plan shall include,
672 without limitation, all subject matter described in Task 1.3 (Develop and Present Detailed Work Plan) of
673 the Statement of Work.

674 4.6.2 Approval of the Detailed Work Plan.

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

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

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

697 4.6.3 Deviation from Detailed Work Plan. Contractor may make only "non-critical path
698 deviations" (as defined herein) from the Detailed Work Plan without obtaining County's prior written
699 consent; provided, however, that Contractor shall give County's Project Manager prior written
700 notification of any such planned deviation through the delivery of an updated Project Status Report,
701 and including, if applicable, a Gantt chart or schedule which shows the impact, if any, of such
702 deviations on the remainder of the Project. As used in this Paragraph, "non-critical path deviations"
703 mean those adjustments to the tasks or resources required of Contractor or to the date on which such
704 Deliverable is required to be delivered or approved that do not (i) result in Contractor deviating from
705 the scheduled delivery date of any Deliverable identified in the Detailed Work Plan, or (ii) require any
706 greater resources from County than those identified in the Detailed Work Plan. Contractor may also
707 deviate from the Detailed Work Plan, to change (earlier or later) the scheduled date of any
708 Deliverable, on the condition that the County's Project Manager first expressly agrees in writing with
709 such proposed deviation, and provided further such deviation does not change the scheduled date of
710 delivery of Final System Acceptance, or any other Key Deliverable identified in the Project Schedule
711 or Detailed Work Plan. Notwithstanding any provision of this Paragraph or this Agreement to the
712 contrary, to the extent any proposed deviation from the Detailed Work Plan will alter any process for
713 Contractor's achievement of Final System Acceptance, or any Key Deliverable, such deviation may
714 not be approved solely by County's Project Manager but must first be expressly approved by County
715 in accordance with the Change process more particularly described in Paragraph 6 (Change Notices
716 and Amendments).

717 4.6.4 Revised Detailed Work Plans. Contractor shall evidence any deviation from the
718 Detailed Work Plan which, under the provisions of Paragraph 4.6.3 (Deviation from Detailed Work
719 Plan), may be approved solely by County's Project Manager by preparation and delivery of a revised
720 Detailed Work Plan including all proposed changes therein. From and after Acceptance of such
721 revised Detailed Work Plan pursuant to the process set forth in Paragraph 6 (Change Notices and
722 Amendments), the revised Detailed Work Plan shall be the Detailed Work Plan hereunder and shall
723 supersede the prior approved Detailed Work Plan in all respects.

724 4.7 Milestones

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

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

743 **5. TERM**

744 5.1 Term - General

745 The Term of this Agreement shall commence on the Effective Date and shall expire on the
746 date that is one (1) year following Contractor's achievement of Final System Acceptance, expected to
747 occur in month twenty-four (24) as anticipated by the initial Project Schedule which is included in
748 Exhibit E (Project Schedule) of this Agreement, unless sooner terminated, in whole or in part, as
749 provided in this Agreement (the "Initial Term"). At the end of the Initial Term, County may, at its sole
750 option, through authority delegated by the Board to the Director, extend this Agreement on a year to
751 year basis for up to nine (9) additional consecutive one (1) year terms (each an "Option Term"). If
752 County does not extend this Agreement, this Agreement will be deemed terminated under Paragraph 34
753 (Termination for Convenience) provided that if County elects not to exercise its option to extend at the
754 end of the Initial Term, or any Option Term, the remaining Option Terms(s) shall automatically lapse.
755 County shall be deemed to have exercised an Option Term automatically, without further act, unless,
756 no later than one hundred and eighty (180) days prior to the expiration of the Initial Term or any
757 Option Term, County notifies Contractor in writing that it elects not to extend the Agreement pursuant
758 to this Paragraph 5.1 or it extends the Agreement on a month-to-month basis pursuant to Paragraph
759 5.3 (Month-To-Month Extensions) below. The Initial Term as extended, if at all, by any Option Term
760 and any month-to-month extensions shall be referred to as the "Term."

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

765
766 5.2 Notice to DMH

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

769 5.3 Month-To-Month Extensions

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

779 **6. CHANGE NOTICES AND AMENDMENTS**

780 6.1 No representative of either County or Contractor, including those named in this
781 Agreement, is authorized to make any changes in any of the terms, obligations or conditions of this
782 Agreement, except through the procedures set forth below in this Paragraph 6.

783. 6.2 County reserves the right to change any portion of the Work required under this
784 Agreement and any other provisions of this Agreement. All such changes shall be accomplished only
785 as provided in this Paragraph 6.

786 6.3 For any change requested by County which does not materially affect the scope of
787 Work, Term, payments, or any term or condition included in this Agreement, a "Change Notice" shall
788 be mutually agreed to and executed by County's Project Director and Contractor's Project Director.

789 6.4 Without limiting Paragraph 6.5, for (a) any Other Professional Services, including but
790 not limited to Interfaces, Custom Programming Modifications and Conversions, or (b) any other
791 change related solely to the scope of Work, period of performance, or schedule or amount of
792 payments (but not the amount of the Contract Sum), and provided such Other Professional Services
793 or change is to be effected through the use of, or will not exceed, the Pool Dollars available as set
794 forth in Paragraph 7.2 (Pool Dollars), then in either instance, a Change Notice shall be mutually
795 agreed to and executed by County's Project Director and Contractor's Project Director.

796 6.5 For any change requested by County, which (a) exceeds the Pool Dollars available as
797 set forth in Paragraph 7.2 (Pool Dollars), or (b) otherwise materially affects the scope of Work, Term,
798 payments, or any term or condition included in this Agreement, a negotiated amendment to this
799 Agreement (at County's Project Director's sole discretion) shall be prepared and executed by
800 County's Board of Supervisors and Contractor.

801 6.6 Notwithstanding any other provision of this Paragraph 6, to the extent that, in the sole
802 judgment and discretion of County's Project Director, extensions of time for Contractor performance
803 do not impact either the scope of Work or cost of this Agreement, the County's Project Director, in
804 County's Project Director's sole discretion, subject to the provisions of Paragraph 59 (Dispute
805 Resolution Procedure), may grant Contractor extensions of time in the form of a Change Notice, for
806 the Work listed in the Project Schedule or in the Detailed Work Plan, provided that such extensions
807 shall not exceed an extension of the Term as defined herein.

808 6.7 Notwithstanding any other provisions of this Paragraph 6, County's Project Director
809 may execute an amendment in the form of a Change Notice, for the purchase of any additional
810 Application Software or additional seat licenses, that otherwise do not add substantial new
811 functionality to the System (collectively, "Ancillary Software") that County determines is necessary
812 under the Agreement, provided the aggregate amount of Ancillary Software purchased in any County
813 fiscal year pursuant to this Paragraph 6.7 shall not exceed three percent (3%) of the Contract Sum,
814 and that the aggregate amount of Ancillary Software purchased throughout the Term shall not exceed
815 ten percent (10%) of the Contract Sum. Such form of a Change Notice shall not be used for new
816 Application Software designed to support new functionality, the purchase of which requires an
817 amendment and approval of the Board (e.g., an additional small server to increase database size or
818 optimize the speed of certain functions would be permissible, as would a software license for an
819 additional CPU to run that database or a support utility to optimize or back up the database, but a
820 server to support new functionality not previously acquired by County would not be a permissible use
821 of funds). If the County's Project Director, in the County's Project Director's sole discretion,
822 determines that Contractor shall provide Maintenance and Support Services and Hosting Services for
823 the items purchased pursuant to this Paragraph 6.7, then such Ancillary Software shall be covered
824 under Maintenance and Support Services and Hosting Services at the Fees set forth in the applicable
825 Change Notice. Upon purchase and Acceptance by County pursuant to this Agreement, all such
826 Ancillary Software will become Components of System Software to be added to the items of System
827 Software, as specified in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and
828 Third Party Software) to Exhibit B (Technical Solution Requirements). Under no circumstances will
829 the total cost of items (including projected Maintenance and Support Fees and Hosting Fees in

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

832 6.8 Notwithstanding any other provision of this Paragraph 6, County's Project Director and
833 Contractor's Project Director may execute an amendment to this Agreement in the form of a Change
834 Notice, which changes the items or prices of System Software as specified in Attachment B.3
835 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B
836 (Technical Solution Requirements), provided that: (1) all such changes shall occur prior to installation
837 of the particular items, (2) the total cost of all System Software as shown in Attachment B.3 (Schedule
838 of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution
839 Requirements) as of the effective date of the Change Notice shall not be exceeded, (3) the total cost
840 of Maintenance and Support Services of all System Software as shown in Schedule D.2 (Maintenance
841 and Support Fee Schedule) to Exhibit D (Service Level Requirements) as of the effective date of the
842 Change Notice shall not be exceeded, and (4) the total cost of Hosting Services of all System
843 Software as shown in Schedule D.3 (Hosting Services Fee Schedule) as of the effective date of the
844 Change Notice shall not be exceeded.

845 6.9 Notwithstanding any other provision of this Paragraph 6, County's Project Director and
846 Contractor's Project Director may execute an amendment to this Agreement in the form of a Change
847 Notice, which changes the items or prices of Peripheral Hardware as specified in Attachment B.3
848 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B
849 (Technical Solution Requirements), provided that: (1) all such changes shall occur prior to installation
850 of the particular items, (2) the total cost of all Peripheral Hardware as shown in Attachment B.3
851 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B
852 (Technical Solution Requirements) as of the effective date of the Change Notice shall not be
853 exceeded and (3) the total cost of Hosting Services of all Peripheral Hardware as shown in Schedule
854 D.3 (Hosting Services Fee Schedule) as of the effective date of the Change Notice shall not be
855 exceeded.

856 6.10 Notwithstanding any other provision of this Paragraph 6 or Paragraph 34 (Termination
857 for Convenience), Director shall take all appropriate action to carry out any orders of County's Board
858 of Supervisors relating to this Agreement, and, for this purpose, Director is authorized to: (1) issue
859 written notice(s) of partial or total termination of this Agreement pursuant to Paragraph 34
860 (Termination for Convenience) without further action by County's Board of Supervisors or County's
861 Purchasing Agent and (2) prepare and sign amendments to this Agreement which reduce the scope
862 of Work or the Contract Sum, or terminate Maintenance and Support Services or Hosting Services
863 with respect to System Software or any Component thereof, without further action by County's Board
864 of Supervisors or County's Purchasing Agent.

865 6.10.1 Notices of partial or total termination issued pursuant to this Paragraph 6.10
866 shall be authorized under the following conditions:

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

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

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

874 6.11 Notwithstanding any other provision of this Paragraph 6, County's Project Director and
875 Contractor's Project Director may execute an amendment to this Agreement in the form of a Change
876 Notice, which changes the terms of Paragraph 73 (Contractor's Obligations as a Business Associate
877 Under HIPAA and HITECH Act) from time to time as is necessary for County to comply with the
878 requirements of the Privacy and Security Regulations.

879 6.12 Any "Change Notice" proposed or executed by mutual agreement of the parties shall
880 be substantially in the form attached hereto as Exhibit J (Form of Change Notice) and shall include:

881 6.12.1 a functional description of the Work to be performed under such Change Notice
882 and acceptance criteria and tests to be successfully completed prior to County's Acceptance thereof;

883 6.12.2 a statement, signed by Contractor's Project Director, which statement explains
884 and certifies that such Work described pursuant to Paragraph 6.12.1 is outside the scope of Work
885 required of Contractor under this Agreement in order for Contractor to deliver the System;

886 6.12.3 a quotation of a "not to exceed" price for completion and delivery of the
887 requested Work, including a proposed Task and Deliverable completion and payment schedule, as
888 well as an estimate of the personnel hours of Contractor staff and County Staff necessary for
889 completion of such Work;

890 6.12.4 if the Change Notice is under Paragraphs 6.4 or 6.7, or otherwise authorizes an
891 expenditure of Pool Dollars, the amount of Pool Dollars to be utilized by such Change Notice and the
892 amount of Pool Dollars available under the Agreement, both before and after giving effect to such
893 Change Notice;

894 6.12.5 a recitation of the Task, Subtasks, and Deliverables to which such Change
895 Notice relates;

896 6.12.6 a description of and Contractor's cost of any hardware, software, or other
897 materials required to complete the requested Work;

898 6.12.7 an accounting of the cost savings to be realized by County from the
899 nonperformance of any Work that is to be supplanted by the Work to be performed under the Change
900 Notice;

901 6.12.8 final delivery date for completed Work; and

902 6.12.9 if applicable, a revised Detailed Work Plan incorporating any proposed changes
903 to the Tasks, Subtasks and Deliverables or their completion schedules as listed in the Detailed Work
904 Plan or in the Statement of Work, for the remaining Work (i.e., other than the Work requested under
905 the proposed Change Notice).

906 6.13 Contractor's quotations under the proposed Change Notice shall be valid for ninety
907 (90) days from the date of submission to County. Contractor shall not charge County for, and County
908 is not obligated to make payments in respect of, Contractor's time or expenses related to the
909 preparation of Change Notices, regardless whether County elects to proceed under such Change
910 Notice.

911 **7. CONTRACT SUM**

912 7.1 Contract Sum - General

913 The "Contract Sum" under this Agreement shall be the total monetary amount that may be
914 payable by County to Contractor for supplying all the Work requested, specified and Accepted by
915 County under this Agreement. The Contract Sum (excepting the Pool Dollars set forth in Paragraph
916 7.2) and schedule of payments in respect of the Work provided hereunder shall be as set forth in
917 Exhibit C (Price and Schedule of Payments), which payments shall be paid in accordance with and
918 upon satisfaction of, the terms and conditions of this Agreement, including the Exhibits and
919 Attachments hereto. The Contract Sum, including all applicable taxes, authorized by County
920 hereunder shall not exceed Ninety-Three Million, Three Hundred Sixteen Thousand, Seven Hundred
921 Ninety-Three Dollars (\$93,316,793), unless the Contract Sum is modified pursuant to a duly approved
922 amendment to this Agreement executed by County's Board of Supervisors and Contractor pursuant to
923 Paragraph 6 (Change Notices and Amendments). Notwithstanding any provision of this Paragraph
924 7.1, Contractor shall fully perform and complete all Work required of Contractor by this Agreement in
925 exchange for the amounts to be paid to Contractor as set forth in this Agreement.

926 7.2 Pool Dollars

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

935 7.3 Credits to County

936 7.3.1 Key Deliverables

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

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

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

Key Deliverables

Deliverable 1.3 – Detailed Work Plan

Deliverable 3.3 – Load Baseline Application Software

Deliverable 3.4 – Synchronize for Application and Database Replication

Deliverable 4.2 – Training

Deliverable 6.1 – Integration

Deliverable 8.5 – System Performance Test

Deliverable 9.2 – Data Conversion Programs

Deliverable 9.3 – Data Conversion Test

Deliverable 9.4 – Conversion

Deliverable 10.3 – Final System Acceptance

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

983 7.3.2 Other Service Credits. Contractor acknowledges that Contractor's adherence to
984 the service level standards described in Exhibit D (Service Level Requirements), Paragraph 9.8
985 (Response Time Warranty), and Exhibit B (Technical Solution Requirements), and otherwise in the
986 Specifications, will each help ensure that County is able to utilize the System to fulfill its functions in a
987 timely fashion, a goal as to which time is of the essence. If Contractor fails to adhere to such
988 Specifications, it is mutually agreed that such failure renders County unable to rely on or utilize the
989 System to perform mission-critical tasks on a timely basis, creates a higher risk of errors, and adds
990 delays to the treatment process, leaving both the Department and County residents at risk of
991 significant errors and omissions in medical treatment. In each instance where Contractor fails to

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

999 7.4 County's Obligation in Future Fiscal Years

1000 Notwithstanding any other provision of this Agreement, County shall not be obligated for
1001 Contractor's performance hereunder or by any provision of this Agreement during any of County's
1002 future fiscal years unless and until County's Board of Supervisors appropriates funds for this
1003 Agreement in County's Budget for each such future fiscal year. In the event that funds are not
1004 appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal
1005 year for which funds were appropriated. County shall notify Contractor in writing of any such non-
1006 appropriation of funds at the earliest possible date.

1007 7.5 Adjustments to Maintenance and Support Fee and Hourly Labor Rates

1008 Commencing upon the first anniversary of the date on which Final System Acceptance occurs
1009 and on each subsequent anniversary thereof, the Maintenance and Support Fee and the Hourly Labor
1010 Rates for Other Professional Services, as set forth in Attachment A.5 (Other Professional Services
1011 Fee Schedule) to Exhibit A (Statement of Work), will be adjusted annually based on the increase or
1012 decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for the
1013 Los Angeles – Riverside – Orange County Area for the most recently published percentage change
1014 for the twelve (12) month period preceding the anniversary date of Final System Acceptance or any
1015 subsequent anniversary thereof, which shall be the effective date for any such adjustment. However,
1016 any increase shall not exceed the general annual percentage salary change granted to County
1017 employees as determined by County's Chief Executive Office as of the prior July 1. Furthermore,
1018 should fiscal circumstances ultimately prevent the Board from approving any increase in County
1019 employee salaries, Contractor acknowledges that there shall be no corresponding adjustment to the
1020 Maintenance and Support Fee or the Hourly Labor Rates for Other Professional Services.
1021 Notwithstanding the foregoing, if Contractor, reasonably and in good faith determines that the service
1022 level and personnel hours required to provide Maintenance and Support Services have materially
1023 increased, Contractor may request that the Maintenance and Support Fee, but not the Hourly Labor
1024 Rates, be adjusted to reflect such required increased service level support, which adjustment may be
1025 in excess of the increase that would otherwise be applicable pursuant to such consumer price index
1026 adjustment (as the same may be adjusted to reflect the general percentage salary change applicable
1027 to County employees). Should Contractor desire to adjust the Maintenance and Support Fee
1028 pursuant to this Paragraph 7.5, Contractor will submit such proposed adjustment, including the basis
1029 for calculating such adjustment and any supporting documentation and analysis, to County's Project
1030 Director no later than ninety (90) days prior to the end of the current Option Term. If County's Project
1031 Director disagrees with the amount of such proposed adjustment, County's Project Director will notify
1032 Contractor within thirty (30) days of County's receipt of Contractor's proposed adjustment, which
1033 County notice will include County's proposed adjustment, and the basis for such determination. Upon
1034 receipt of County's response and proposed adjustment, if the parties fail to agree on the amount of
1035 such adjustment, either party may, upon notice to the other party, submit the matter for dispute
1036 resolution pursuant to the Dispute Resolution Procedure. During the pendency of any dispute
1037 resolution, County may elect to continue Maintenance and Support Services for the applicable
1038 ensuing Option Term upon notice to Contractor and payment of any undisputed amount of the
1039 Maintenance and Support Fee.

1040 **8. INVOICES AND PAYMENTS**

1041 8.1 Invoices - General

1042 Contractor shall invoice County for all Work set forth in this Agreement which has been
1043 provided by Contractor and, except as to invoices solely containing Maintenance and Support
1044 Services or Hosting Services, Accepted by County pursuant to the terms of this Agreement. The
1045 amount invoiced, and amounts payable by County, shall in each case comply with Exhibit C (Price
1046 and Schedule of Payments) and any applicable Change Notice except to the extent expressly set
1047 forth in this Paragraph 8 (Invoices and Payments). With regard to Maintenance and Support Services
1048 and Hosting Services, Contractor shall invoice County the Maintenance and Support Fees on a
1049 quarterly basis in arrears and the Hosting Services Fees on a monthly basis in arrears. All invoices
1050 submitted by Contractor must have the written approval of County's Project Director prior to any
1051 payment thereof. In no event shall County be liable or responsible for any payment prior to such
1052 written approval. Invoices, with all required information and documentation, may be submitted
1053 electronically. Contractor shall prepare invoices, which shall include the charges owed to Contractor
1054 by County under the terms of this Agreement, in strict compliance with the requirements of this
1055 Paragraph 8 (Invoices and Payments). All invoices under this Agreement shall be submitted in
1056 duplicate to County's Project Director and County's Project Manager at the address set forth in
1057 Paragraph 2 (Administration of Agreement - County).

1058 8.2 Content of Invoices

1059 Each invoice submitted by Contractor shall indicate:

1060 8.2.1 The Work as described in the Statement of Work, Exhibit D (Service Level
1061 Requirements), the Detailed Work Plan, and any applicable Change Notice(s) for which payment is
1062 claimed.

1063 8.2.2 Other than invoices solely containing Maintenance and Support Services or
1064 Hosting Services, the date of written approval of the Work by County's Project Manager and a copy of
1065 the applicable fully executed Task/Deliverable Acceptance Certificate.

1066 8.2.3 In the case of invoices submitted for Other Professional Services, (a) the total
1067 Pool Dollars available prior to the payment requested in such invoice, (b) the amount of payment
1068 requested for such Other Professional Services, including an itemized list of Out-of-Pocket Expenses
1069 for which Contractor is entitled to seek reimbursement pursuant to the terms of this Agreement, which
1070 amount shall not exceed Contractor's quote for such Other Professional Services, including
1071 Contractor's quote for permissible Out-of-Pocket Expenses, provided pursuant to Paragraph 6
1072 (Change Notices and Amendments), and (c) the remaining Pool Dollars available assuming deduction
1073 for payment as requested in such invoice and deduction for all Maintenance and Support Fees and
1074 Hosting Services Fees, if any, for such items for the remainder of the Term.

1075 8.2.4 In the case of invoices submitted for Ancillary Software, (a) the total Pool
1076 Dollars available prior to the payment requested in such invoice, (b) the amount of payment requested
1077 for such Ancillary Software and taxes for which Contractor may seek reimbursement pursuant to the
1078 terms of this Agreement, which amount shall not exceed Contractor's quote for such Ancillary
1079 Software under Paragraph 6.7, and (c) the remaining Pool Dollars available assuming deduction for
1080 payment as requested in such invoice, and deduction for all Maintenance and Support Fees, if any,
1081 for such items for the remainder of the Term.

1082 8.2.5 The Holdback Amount, if any, applicable to the Work under Paragraph 8.4
1083 (Holdbacks), which Holdback Amount is marked clearly as not payable by County at the time of
1084 payment under the current invoice.

1085 8.2.6 Any applicable amounts withheld for payments claimed or reversals thereof.

1086 8.2.7 Any applicable credits, including Service Credits and other credits accruing
1087 under Paragraph 7.3 (Credits to County), due County under the terms of this Agreement or County
1088 approved reversals thereof.

1089 8.3 Invoice Discrepancies

1090 County's Project Manager will review each invoice for any discrepancies and will, within thirty
1091 (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review
1092 and submit a list of discrepancies and disputed charges. Contractor shall review such list and send a
1093 written explanation detailing the basis for the charges within fifteen (15) days of receipt of County's
1094 notice. If County's Project Manager does not receive a comprehensive and otherwise satisfactory
1095 written explanation for the charges within such fifteen (15) day period, Contractor shall be deemed to
1096 have waived its rights to justify the original invoice amount, and County, in its sole discretion, shall
1097 determine the amount due, if any, to Contractor and pay such amount in satisfaction of the charges at
1098 issue.

1099 8.4 Holdbacks

1100 Holdbacks are applicable to Work performed under this Agreement. Except for invoices for
1101 Maintenance and Support Fees and Hosting Services Fees, County will retain thirty percent (30%) of
1102 the amount of each invoice (hereinafter "Holdback Amount") approved by County pursuant to
1103 Paragraph 4.2 (Approval of Work), which Holdback Amount is payable at later dates in accordance
1104 with this Paragraph 8.4. Other than for any Work provided pursuant to a Change Notice, or certain
1105 Other Professional Services (e.g., post-Acceptance supplemental training), that in each instance the
1106 parties agree will be completed after Final System Acceptance, the cumulative amount of such
1107 Holdback Amounts shall be due and payable to Contractor upon Final System Acceptance. Holdback
1108 Amounts due and payable shall be subject in each instance to adjustment for any amounts arising
1109 under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising
1110 from Paragraph 8.8 (County's Right to Withhold Payment), and any partial termination of any Task
1111 set forth in the Statement of Work as provided hereunder. As to Change Notices or amendments that
1112 are to be completed after Final System Acceptance, the aggregate Holdback Amount for such
1113 Change Notice will be due and payable to Contractor upon final acceptance by County of the Work
1114 provided under each such Change Notice.

1115 8.5 Delivery of System Software; Taxes

1116 8.5.1 Contractor agrees that all System Software and Documentation, including all
1117 Updates, Custom Programming Modifications, and any items or materials provided under Maintenance
1118 and Support Services, shall be delivered (a) solely in electronic form (e.g., via electronic mail or
1119 internet download), or (b) personally by Contractor staff who may load the System Software and
1120 Documentation onto County's hardware but who will retain possession of all originals and copies of
1121 such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the System
1122 Software and Documentation to County. Contractor, including Contractor's subcontractors, shall not
1123 deliver or provide any tangible items to County, and County will not accept delivery of any of the same.
1124 Without limiting the generality of the foregoing, Contractor shall not deliver or provide any System

1125 Software, Documentation, training materials, or Maintenance and Support Services on magnetic,
1126 optical, print or other tangible media under this Agreement.

1127
1128 8.5.2 County acknowledges that the amounts payable by County to Contractor under
1129 this Agreement, including for Maintenance and Support Services and Hosting Services, do not include
1130 Taxes for products or services provided by Contractor hereunder. County shall be solely responsible
1131 for any Taxes, other than Taxes based on Contractor's income or gross revenue, properly charged or
1132 assessed on amounts payable thereunder by County to Contractor, except that Contractor
1133 acknowledges that it is responsible for any Tax liability arising as a result of Contractor's breach of any
1134 obligations under this Agreement, including this Paragraph 8.5.

1135
1136 8.6 Sales/Use Tax

1137 8.6.1 The Contract Sum listed in Paragraph 7 (Contract Sum) shall be deemed to
1138 include all amounts necessary for County to reimburse Contractor for all applicable California and
1139 other state and local sales/use taxes on all System Software and other goods and services procured
1140 by County pursuant to or otherwise due as a result of this Agreement. All sales/use taxes shall be
1141 paid directly by Contractor to the State or other taxing authority. Contractor shall be solely
1142 responsible for, and shall pay directly to the state or other taxing authority sales/use taxes for all other
1143 items including Application Software, Custom Programming Modifications, Interfaces, Conversions,
1144 Implementation Services, Other Professional Services, Maintenance and Support Services, and
1145 Hosting Services. Contractor shall indemnify, defend, and hold County harmless from any and all
1146 such California and other state and local sales/use taxes.

1147 8.6.2 Notwithstanding anything in Paragraph 8.6.1 to the contrary, if Contractor does
1148 not possess a California reseller's permit, County may, at County's sole discretion, withhold, or deduct
1149 from Contractor's invoice an amount equal to the appropriate California use tax. County will transmit
1150 such use tax amount directly to the State of California.

1151 8.7 Overpayments

1152 Any overpayment received by Contractor shall be returned to County by Contractor within
1153 thirty (30) days of receiving notification of such overpayment, or may be set off at County's election
1154 against future payments due Contractor. Notwithstanding any other provision of this Agreement,
1155 Contractor shall return to County any and all payments in excess of the Contract Sum within thirty (30)
1156 days of receiving notice of overpayment from County or immediately upon discovering such
1157 overpayment, whichever occurs earlier.

1158 8.8 County's Right to Withhold Payments

1159 Notwithstanding any other provision of this Agreement, and in addition to any rights of County
1160 given by law or provided in this Agreement, County may upon written notice to Contractor withhold
1161 payment for any Deliverable while Contractor is in default hereunder, or at any time that Contractor
1162 has not provided a County-approved Deliverable that under the Project Schedule or approved
1163 Detailed Work Plan is identified as dependent on and is scheduled to be delivered prior to or
1164 concurrently with the Deliverable for which payment would otherwise be due and is withheld.

1165 8.9 Invoice Detail

1166 In addition to the other requirements relating to invoices under this Paragraph 8, each invoice
1167 submitted by Contractor under this Agreement shall identify to County the portion of the total cost for
1168 goods, services and other Work directly associated with the replacement of existing claims processing

1169 functionality for County, as such functionality is determined during Contractor's initial review of
1170 County's existing systems and processes, subject to periodic review as mutually agreed upon by
1171 County and Contractor.
1172

1173 9. WARRANTY

1174 9.1 Warranty Services

1175 9.1.1 Contractor's warranty services are set forth in Paragraphs 9.3 (Warranty
1176 Services Response), and 9.5 (Notification of Deficiencies for Warranty Services) for the System (and
1177 each System Component thereof) installed and shall commence upon, and shall continue until the
1178 expiration of, the periods set forth in Paragraph 9.2 (Warranty Periods for Warranty Services).
1179 Contractor shall provide Maintenance and Support Services as set forth in Paragraph 4.4
1180 (Maintenance and Support Services and Hosting Services), but Contractor shall not charge, and
1181 County shall not pay, Maintenance and Support Fees for Contractor's provision of Maintenance and
1182 Support Services until the Contractor's achievement of Final System Acceptance.

1183 9.1.2 Contractor's warranty services with respect to Ancillary Software acquired
1184 pursuant to Paragraph 6.7 are set forth in Paragraphs 9.2 (Warranty Periods For Warranty Services),
1185 9.3 (Warranty Services Response) and 9.5 (Notification of Deficiencies for Warranty Services).
1186 Contractor shall provide Maintenance and Support Services for Accepted Ancillary Software
1187 commencing upon County's Acceptance thereof, but Contractor shall not charge, and County shall not
1188 pay, Maintenance and Support Fees for Contractor's provision of Maintenance and Support Services
1189 in respect of such Ancillary Software until the expiration of the applicable Ancillary Software Warranty
1190 Period.

1191 9.2 Warranty Periods For Warranty Services

1192 9.2.1 As used in this Agreement, "System Warranty Period" means, the period
1193 commencing on the delivery of each applicable Component and continuing until the date Contractor
1194 achieves Final System Acceptance of all Work as described in Task 9.3 (Conduct Data Conversion
1195 Test) of the Statement of Work. All Deficiencies reported during the System Warranty Period shall
1196 be corrected in accordance with Exhibit D (Service Level Requirements) at no cost to County.

1197 9.2.2 As used in this Agreement, "Other Professional Services and Software
1198 Warranty Period" means, with respect to Custom Program Modifications and/or other services
1199 provided as Other Professional Services, the period commencing on delivery of such Work, and
1200 continuing until and ending upon the later of two (2) years following County's Acceptance thereof, or
1201 the expiration of the System Warranty Period.

1202 9.2.3 As used in this Agreement, "Ancillary Software Warranty Period" means, with
1203 respect to Ancillary Software acquired pursuant to Paragraph 6.7, or other items of System Software
1204 acquired using Pool Dollars, the period commencing on delivery of such System Software, and
1205 continuing until and ending upon the later of (i) two (2) years following County's Acceptance thereof,
1206 (ii) the original equipment manufacturer's warranty period if any for such Ancillary Software, or (iii) the
1207 expiration of the System Warranty Period.

1208 9.2.4 As used in this Agreement, "Warranty Period" means, as context requires, the
1209 System Warranty Period, the Other Professional Services and Software Warranty Period or the
1210 Ancillary Software Warranty Period.

1211

1212 9.3 Warranty Services Response

1213 9.3.1 If a Deficiency is discovered in the System, as determined by County's Project
1214 Director, in County's Project Director's sole judgment, Contractor promptly shall commence corrective
1215 measures as specified in Exhibit D (Service Level Requirements) during the System Warranty Period.
1216 Contractor may contest County's deficiency judgment pursuant to the procedures set forth in
1217 Paragraph 59 (Dispute Resolution Procedure).

1218 9.3.2 If a Deficiency is discovered in a Custom Program Modification or other item of
1219 System Software covered under the Other Professional Services and Software Warranty Period,
1220 Contractor promptly shall commence corrective measures as specified in Exhibit D (Service Level
1221 Requirements) during the Other Professional Services and Software Warranty Period.

1222 9.3.3 If a Deficiency is discovered in the case of Hosting Environment supplied by
1223 County for the purpose of this Agreement in accordance with Contractor recommended specifications,
1224 Contractor shall identify to County the particular System Components causing the Deficiency.

1225 9.3.4 If a Deficiency is discovered in an item of Ancillary Software, or other item of
1226 System Software covered under the Ancillary Software Warranty Period, Contractor promptly shall
1227 commence corrective measures as specified in Exhibit D (Service Level Requirements) during the
1228 Ancillary Software Warranty Period.

1229 9.4 Further Warranties

1230 Contractor further represents, warrants, covenants and agrees that throughout the Term:

1231 9.4.1 The System shall perform in accordance with, and Contractor shall comply with,
1232 the descriptions and representations (including Documentation, performance capabilities,
1233 characteristics, configurations, standards, functions and requirements) set forth in the Statement of
1234 Work and other Specifications.

1235 9.4.2 All Work shall be performed in a timely and professional manner by qualified
1236 personnel.

1237 9.4.3 All Documentation developed under this Agreement shall be uniform in
1238 appearance, whenever appropriate, as determined in the sole judgment of County's Project Director.

1239 9.4.4 The System Components shall be capable of interconnecting and interfacing
1240 with each other, and the System Components, when taken together, shall be capable of delivering all
1241 of the functionality as set forth in this Agreement (including Attachments B.1 (Functional
1242 Requirements) and B.2 (Technical Requirements) to Exhibit B (Technical Solution Requirements) and
1243 other Specifications) for the System, when taken as a whole.

1244 9.4.5 Contractor shall not cause any unplanned interruption of the operations of, or
1245 accessibility to the System or any System Component through any device, method or means
1246 including, the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or
1247 disabling code, which has the potential or capability of compromising the security of County's or any
1248 third party's confidential or proprietary information or of purposefully causing any interruption of the
1249 operations of, or accessibility of the System or any System Component to County or any User, or
1250 which could alter, destroy, or inhibit the use of the System, any System Component, or the data
1251 contained therein (collectively referred to for purposes of this Paragraph 9.4.5 as "Disabling
1252 Device(s)"). Contractor further represents, warrants and agrees that it has not purposely placed, nor

1253 is it aware of, any Disabling Device on or in any System Component provided to County under this
1254 Agreement, nor shall Contractor permit any subsequently delivered System Component to contain
1255 any Disabling Device.

1256 9.4.6 Contractor shall support all System Software Components installed at any
1257 Contractor Facility or County Facility in full accordance with Exhibit D (Service Level Requirements).

1258 9.4.7 Prior to the expiration of the Warranty Period, and at all times otherwise
1259 provided that County is paying any applicable Maintenance and Support Fees for Maintenance and
1260 Support Services provided under Exhibit D (Service Level Requirements), all Enhancements of the
1261 System Software, or any Component or module of such System Software, and all Documentation
1262 related thereto shall be provided to County, at no additional cost over and above the sums otherwise
1263 payable by County under this Agreement, promptly after the creation thereof, and in no event later
1264 than thirty (30) days after County's request therefor.

1265 9.4.8 County will be entitled to use the System and all System Components without
1266 interruption of System use, subject only to County's obligation to make the required payments under
1267 this Agreement. Except for the Wells Fargo Bank, N.A. lien against Contractor's assets, Contractor
1268 further represents and warrants that this Agreement and the System is neither subject nor subordinate
1269 to any right or claim of any third party, including Contractor's creditors. Further, Contractor represents
1270 and warrants that during the Term, it shall not subordinate this Agreement or any of its rights
1271 hereunder, including the License to any third party without the prior written consent of County, and
1272 without providing in such subordination instrument for non-disturbance of County's use of the System
1273 and System Components in accordance with this Agreement. Neither Contractor's performance of
1274 this Agreement nor the License to, and use by, County and its Users of the System (or any
1275 Component thereof) in accordance with this Agreement will in any way violate any nondisclosure
1276 agreement, nor constitute any infringement, misappropriation or other violation of any copyright, trade
1277 secret, trademark, service mark, patent, invention, proprietary information, moral rights, or other rights
1278 of any third party.

1279 9.4.9 For the entire term that the software is under warranty or Software
1280 Maintenance, Contractor shall ensure that the current version of all Source Code has been deposited
1281 with Iron Mountain Inc., or other jointly acceptable escrow agent in the County's name. Contractor
1282 shall place in escrow, subject to the provisions of Paragraph 10.3 (Source Code), with all Source
1283 Code for all System Software and all Documentation and other proprietary information related to such
1284 Source Code for the entire term of the License (other than Source Code for any System Components
1285 which are proprietary to a third party and for which Contractor does not have the right to provide
1286 Source Code). Contractor shall update and deposit Source Code on a quarterly basis so as to
1287 ensure that the escrow agent has at all times been delivered the most current version of the Source
1288 Code, as well as Object Code for all System Software.

1289 9.4.10 Contractor has the full power and authority to grant to County all rights,
1290 including, license and ownership rights, granted by this Agreement with respect to all System
1291 Software.

1292 9.4.11 Contractor shall not sell, assign, convey, sublicense, or otherwise transfer its
1293 interest in the System or any Component thereof without the prior written consent of County, which
1294 consent would not be unreasonably withheld; provided, however, that Contractor may assign this
1295 Agreement to an affiliate (i.e., an entity directly related to Contractor through common ownership and
1296 control) or to an affiliate created as a result of a merger or acquisition of the business of Contractor.

1297 9.4.12 The System and the tasks performed by the System upon execution by a user,
1298 provided such user is using the System in an authorized manner, shall comply with applicable federal,
1299 state laws and regulations (and in the case of local laws and regulations in order to meet
1300 Specifications and System Performance Requirements) (including the Privacy and Security
1301 Regulations), which are deemed necessary by or through federal, state, and local agencies (including
1302 those laws and regulations promulgated by Centers for Medicare and Medicaid Services (CMS) and
1303 Food and Drug Administration (FDA)), and shall further comply with all applicable rules, regulations,
1304 and directives.

1305 9.4.13 Contractor shall assign to County to the fullest extent permitted by law or by
1306 agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity
1307 offered by any manufacturer of any of the System Software, or any other product or service provided
1308 hereunder shall fully extend to and be enjoyed by County.

1309 9.5 Notification of Deficiencies for Warranty Services

1310 In the event of the discovery of any Deficiency by County during the applicable Warranty
1311 Period, and in accordance with Exhibit D (Service Level Requirements), as determined by County's
1312 Project Manager, County's Project Manager will make reasonable efforts to notify Contractor of the
1313 problem(s) within three (3) Working Days, but failure by County to notify Contractor within such time
1314 period shall not affect Contractor's warranty obligations under this Agreement. Upon the earlier of
1315 County notifying Contractor of such Deficiency, or Contractor becoming aware of same, Contractor
1316 shall undertake corrective action within the applicable time specified in Paragraph 9.3 (Warranty
1317 Services Response).

1318 9.6 Breach of Warranty Obligations

1319 In the event Contractor fails to timely perform its obligations set forth in this Paragraph 9, such
1320 failure shall constitute a material breach of this Agreement upon which County may exercise, without
1321 limitation, any of the rights and remedies set forth in Paragraph 32 (Termination for Default), including
1322 the rights and remedies set forth in Paragraph 32.2.

1323 In the event Contractor breaches the Response Time Warranty set forth in Paragraph 9.8
1324 (Response Time Warranty), Contractor shall promptly, at no cost to the County, replace or
1325 supplement the Hosting Environment and/or System Software until its computing capacity is sufficient
1326 to support the System at the Response Time levels set forth in Schedule D.1 (Response Time
1327 Requirements) to Exhibit D (Service Level Requirements), as confirmed by the tests performed by
1328 County. In the event County must incur any expense to conform the System to the Specifications,
1329 County shall be entitled to withhold such amount in accordance with Paragraph 8.8 (County's Right to
1330 Withhold Payments). No exercise of any rights or remedies under this Paragraph 9.6 shall limit
1331 County's other rights and remedies under this Agreement.

1332 9.7 Third Party Software

1334 9.7.1 Contractor hereby represents and warrants that it is the owner of all System
1335 Software and all proprietary rights therein, and that none of the System Software other than the Third
1336 Party Software is owned by or licensed from third parties. Contractor represents and warrants that it
1337 has not modified and shall not modify, nor does Contractor have any need to modify, Third Party
1338 Software in order for the System to fully perform in accordance with all requirements of this
1339 Agreement. Contractor represents and warrants that it does not have any license or other right to
1340 modify Third Party Software and that Third Party Software shall be provided to County in the same
1341 unmodified form as received by Contractor from the applicable third party. Contractor represents and

1342 warrants that Third Party Software shall, together with the remainder of the System Software, fully
1343 satisfy all requirements of the Agreement without the need for any modification of Third Party
1344 Software by Contractor or otherwise.

1345 9.7.2 County acknowledges that it may have to execute certain third party license
1346 agreements in respect of Third Party Software, which license agreements, upon execution by County
1347 thereof, are incorporated herein by this reference. These third party license agreements shall be at
1348 no additional cost to County, shall include reasonable terms and conditions, but shall not otherwise
1349 limit County's ability to use the System under the terms of the License hereunder, or restrict County's
1350 ability to exercise its rights in respect of the System, except solely for limitation on the number of
1351 concurrent users or image count (for the purposes of this Paragraph 9.7.2, the term "image count"
1352 shall mean a single page, single sided document) of such Third Party Software, as set forth in such
1353 agreements and in Attachment B.4 (Document Imaging) to Exhibit B (Technical Solution
1354 Requirements). Without limiting the generality of the foregoing, to the extent that any such third party
1355 license agreement conflicts with this Agreement as it applies to County's right to use the System,
1356 Contractor shall take all necessary action and pay all sums required to provide County with all the
1357 rights to use the System afforded by this Agreement. The licenses acquired and delivered to County
1358 pursuant to this Paragraph 9.7 do not and shall not in any way limit County's rights pursuant to
1359 Paragraph 10.2 (License).

1360 9.7.3 In the event it nonetheless becomes necessary to modify Third Party Software
1361 to satisfy any of the requirements of this Agreement, Contractor shall promptly, at no cost to County,
1362 either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify
1363 such Third Party Software, and Contractor shall provide all necessary modifications or (2) to the
1364 extent that Contractor is unable to obtain such a license, provide an upgrade or alternative solution,
1365 which is functionally equivalent, in County's Project Director's reasonable determination, in lieu of
1366 modifying such Third Party Software.

1367 9.8 Response Time Warranty

1368 Contractor represents, warrants and covenants that during the term of this Agreement, the
1369 System, as configured in accordance with Exhibit B (Technical Solution Requirements), as updated
1370 from time to time in accordance with Section IX (System Performance Requirements) of Exhibit D
1371 (Service Level Requirements), shall provide sufficient computing capacity to support the System at
1372 the Response Time levels required for Contractor to satisfy tests performed by County and comply
1373 with the Response Time requirements set forth in Schedule D.1 (Response Time Requirements) to
1374 Exhibit D (Service Level Requirements). Credits accruing under Paragraph 7.3 (Credits to County) for
1375 failures to maintain the required Response Time shall be in addition to all other remedies set forth
1376 herein or otherwise available in equity or at law.

1378 **10. OWNERSHIP OF THE SYSTEM AND LICENSE**

1379 10.1 Ownership

1380 10.1.1 County owns all Peripheral Hardware previously owned and installed at County
1381 Facilities or acquired pursuant to Contractor's specifications set forth in this Agreement.

1382 10.1.2 The System Software, any Interface and Custom Programming Modifications
1383 provided to County pursuant to this Agreement, other than Third Party Software, is and shall remain
1384 the property of Contractor, and all such software, including the Third Party Software, is subject to the
1385 License to County granted pursuant to Paragraph 10.2 (License).

1386 10.2 License

1387 10.2.1 License Grant

1388 Contractor hereby grants to County an enterprise-wide, perpetual, nonexclusive license, for all
1389 Users, unrestricted except as expressly restricted in this Agreement, non-transferable except as
1390 provided in this Agreement (the "License") to:

1391 (i) use the System Software, including the Third Party Software, on an
1392 unlimited number of computers, servers, local area networks and wide area networks, for an
1393 unlimited number of Users, except that the use of certain Third Party Software shall be subject
1394 to limitations on the number of concurrent Users as set forth in Paragraph 9.7 (Third Party
1395 Software);

1396 (ii) use any Interface, Conversion and other Custom Programming
1397 Modification provided by or on behalf of Contractor for the benefit of any County Facility,
1398 including making copies and installing such software;

1399 (iii) modify the Application Software, including Source Code and Third Party
1400 Software, provided, however County agrees to refrain from the exercise of its rights under this
1401 Paragraph 10.2.1(iii) until the occurrence of a Release Condition as provided in Paragraph
1402 10.3.2 (Source Code Release Conditions);

1403 (iv) permit third party access to the System Software, the Documentation,
1404 and the Source Code, or any part thereof, as necessary or appropriate for County fully to enjoy
1405 the rights granted under this Agreement, including the provision of Maintenance and Support
1406 Services, customizations or other support of the System; provided however, that without
1407 limiting the use rights set forth in Paragraph 10.2.1(i), County agrees to refrain from exercising
1408 its rights under this Paragraph 10.2.1(iv) unless and until the occurrence of a Release
1409 Condition as provided in Paragraph 10.3.2 (Source Code Release Conditions).

1410 (v) use, modify, copy and publish the Documentation as may be necessary
1411 or appropriate for County to enjoy fully its rights under this Agreement; and

1412 (vi) reproduce and use a reasonable number of copies of the System
1413 Software: (1) by County and permitted assignees for archive and backup purposes; and (2) by
1414 County for the use of permitted assignees, so long as all copies of the System Software
1415 contain the proprietary notices appearing on the copies initially furnished to County by
1416 Contractor.

1417 10.3 Source Code

1418 10.3.1 Escrow of Source Code

1419 Contractor shall deposit with Iron Mountain Intellectual Property Management, Inc. ("Iron
1420 Mountain") in electronic media the Source Code for all Application Software under the source code
1421 escrow agreement incorporated by reference as Exhibit T (Three-Party Escrow Service Agreement).
1422 In addition, Contractor also shall deposit with Iron Mountain the Source Code for any Enhancements
1423 of all Application Software promptly after delivery to County, for any reason whatsoever, of the
1424 corresponding Object Code. Contractor's duty to deposit the Source Code with Iron Mountain shall
1425 continue throughout the Term and Contractor shall keep all Source Code for the System Software,

1426 other than Third Party Software, current and equivalent to the System Software, other than Third
1427 Party Software, then being executed by County.

1428 Except as provided in Paragraph 10.3.3 (County's Right to Verify Source Code), Iron Mountain
1429 shall hold the Source Code in strict confidence and will not release Source Code to County unless
1430 one of the conditions described in Paragraph 10.3.2 (Source Code Release Conditions) has occurred
1431 which would permit County to obtain and to use the Source Code as provided in Paragraphs 10.2.1(iii)
1432 and 10.2.1(iv).

1433 10.3.2 Source Code Release Conditions

1434 Upon the occurrence of any one of the following events (collectively referred to as "Release
1435 Conditions"), County shall have the right to exercise its License rights provided in Paragraphs
1436 10.2.1(iii) and 10.2.1(iv), at no additional cost to County:

1437 (i) The occurrence of an event that would give rise to County's ability to
1438 terminate pursuant to Paragraph 31 (Termination for Insolvency);

1439 (ii) Contractor fails to provide Updates of any Application Software module
1440 adding new functionality or significantly improving existing functionality within twenty-four (24)
1441 months from the previous new release or version;

1442 (iii) Contractor ceases to support any Application Software module without
1443 making arrangements permitted pursuant to Paragraph 11 (Prohibition Against Delegation and
1444 Assignment; Continuous Product Support) for continued support by a qualified person or
1445 organization;

1446 (iv) Contractor ceases to do business without a permitted successor, or if
1447 there is such a successor, before such successor commences to continue Contractor's
1448 business; or

1449 (v) Contractor ceases to provide, or otherwise breaches its Maintenance
1450 and Support Services obligations pursuant to Paragraph 4.4 (Maintenance and Support
1451 Services and Hosting Services).

1452 In the event of a claim to the Source Code under Paragraph 10.3.2(iii), then County shall
1453 provide Contractor with a written notice outlining the facts upon which County bases its claim that a
1454 Release Condition has occurred. Contractor may contest County's right to use the Source Code
1455 pursuant to the procedures set forth in Paragraph 59 (Dispute Resolution Procedure), other than
1456 judicial proceedings as provided in Paragraph 59.9. If the dispute resolution procedures result in
1457 disagreement between Contractor's President and Director as to whether a basis exists for any claim
1458 by County to the Source Code, and Director continues to believe that such a basis does exist, then
1459 Director may, in Director's sole discretion, give notice of such belief to Contractor, in which event
1460 County may, at any time on or after a date that is seven (7) days after the giving of such notice, utilize
1461 any or all of the Source Code in the manner set forth in Paragraphs 10.2.1(iii), 10.2.1(iv) and 10.3.4
1462 (Possession and Use of Source Code) below.

1463 10.3.3 County's Right to Verify Source Code

1464 Regardless of whether one of the Release Conditions occurs, County shall have the right, with
1465 the joint participation of the Contractor, to verify annually the relevance, completeness, currency,
1466 accuracy, and functionality of the Source Code by, among other things, compiling the Source Code

1467 and performing test runs for comparison with the Application Software other than Third Party
1468 Software.

1469 10.3.4 Possession and Use of Source Code

1470 Subject to the provisions of Paragraphs 10.2.1(iii) and 10.2.1(iv), in the event that Source
1471 Code is released under the terms of the third party escrow agreement, Source Code obtained by
1472 County under the provisions of this Agreement shall remain subject to every License restriction,
1473 proprietary rights protection, and other County obligation specified in this Agreement. County may
1474 use Source Code for the sole purpose as it is Licensed hereunder. When Source Code is not in use,
1475 County agrees to keep such Source Code in a locked, secure place. When Source Code resides in a
1476 central processing unit, County shall limit access to its authorized County Staff who have a need to
1477 know in order to support the System.

1478 **11. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT; CONTINUOUS PRODUCT**
1479 **SUPPORT**

1480 11.1 Limitation on Assignment. Contractor shall not have any right to, and shall not, assign
1481 its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the
1482 prior written consent of County, in its sole discretion, and any attempted assignment or delegation
1483 without such consent (which consent shall not be unreasonably withheld) shall be voidable at
1484 County's sole discretion. For purposes of this Paragraph 11, County consent shall require a written
1485 amendment to this Agreement which is formally approved and executed by the parties, including by
1486 the Board. Any payments by County to any delegate or assignee on any claim under this Agreement,
1487 in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may
1488 have against County and shall be subject to set-off, recoupment or other reduction for any claims
1489 which County may have against Contractor, whether under this Agreement or otherwise.

1490 11.2 Changes of Control. Shareholders, partners, members or other equity holders of
1491 Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have
1492 therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is
1493 effected in such a way as to give majority control of Contractor to any person(s), corporation,
1494 partnership, or legal entity other than the majority controlling interest therein, at the time of execution
1495 of this Agreement, such disposition is an assignment requiring the prior written consent of County in
1496 accordance with the applicable provisions of this Agreement.

1497 11.3 Continuous Product Support. If (i) Contractor assigns this Agreement in accordance
1498 with Paragraph 11 (Prohibition Against Delegation and Assignment; Continuous Product Support), or
1499 (ii) Contractor sells, assigns, or transfers its interest in the System in accordance with Paragraph 9.4
1500 (Further Warranties), and in either case, subsequent to such event, the System is not supported to at
1501 least the same level that Contractor supported the System as determined by County's Project Director
1502 (because, for example, Contractor's assignee chooses to support other products with similar
1503 functions), or, (iii) Contractor markets a successor software product which replaces the System
1504 Software, and with the consent of County in its sole discretion, and upon Contractor's twenty-four (24)
1505 months written request to County, ceases to provide Maintenance and Support Services for such
1506 System Software during the Term (each of conditions (i), (ii), and (iii) referred to as a "Successor
1507 Event"), then County, at its sole option, may elect to transfer the License to another similar product
1508 ("Replacement Product") within Contractor's or its assignee's or successor's product offering. County
1509 will receive a credit towards the purchase of new licensed software in the amount of the license fee
1510 paid by Licensee, reduced by one sixtieth (1/60) for each full month from the date of Final System
1511 Acceptance of the Licensed Programs, until the date of termination. The assignee or successor, if
1512 applicable, by taking benefit (including acceptance of any payment under this Agreement) shall be

1513 deemed to have ratified this Agreement. All terms and conditions of this Agreement shall continue in
1514 full force and effect for the Replacement Product, including Contractor's obligations in respect of
1515 warranties and Maintenance and Support Services. In addition, the following terms and conditions
1516 shall apply if County elects to transfer the License to a Replacement Product:

1517 11.3.1 Any prepaid Maintenance and Support Fees for the System shall transfer in full
1518 force and effect for the balance of the Replacement Product's Maintenance and Support Services
1519 term (or equivalent service) at no additional cost. If the prepaid moneys are greater than the
1520 Replacement Product's Maintenance and Support Fee for the same term, the credit balance shall be
1521 applied to future Maintenance and Support Fees or returned to County, at County's option. Under no
1522 circumstances is County obligated to pay Maintenance and Support Fees in excess of the amounts
1523 expressly agreed hereunder and set forth in Schedule D.2 (Maintenance and Support Fee Schedule)
1524 to Exhibit D (Service Level Requirements);

1525 11.3.2 Any and all modules offered separately, and needed to match the original
1526 System Software level of functionality, as determined by County's Project Director shall be supplied
1527 by Contractor's assignee or successor without additional cost or penalty, and shall not affect the
1528 calculation of any Maintenance and Support Fees;

1529 11.3.3 Contractor will provide at no additional cost to the County up to a maximum of
1530 one hundred (100) Working Day(s) of training on any replacement product. The County understands
1531 that additional implementation and training services may be required;

1532 11.3.4 All License terms and conditions shall remain as granted herein with no
1533 additional fees imposed on County; and

1534 11.3.5 The definition of System Software shall then mean the Replacement Product.

1535 **12. WARRANTY AGAINST CONTINGENT FEES**

1536 12.1 Contractor represents and warrants that no person or selling agency has been
1537 employed or retained to solicit or secure this Agreement upon any agreement or understanding for a
1538 commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide
1539 established commercial or selling agencies maintained by Contractor for the purpose of securing
1540 business.

1541 12.2 For breach of this warranty, County shall have the right to terminate this Agreement
1542 and, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the
1543 full amount of such commission, percentage, brokerage, or contingent fee.

1544 **13. INDEPENDENT CONTRACTOR STATUS**

1545 13.1 This Agreement is by and between County and Contractor and is not intended, and
1546 shall not be construed, to create the relationship of agent, servant, employee, partnership, joint
1547 venture, or association, as between County and Contractor. The employees and agents of one party
1548 shall not be, or be construed to be, the employees or agents of the other party for any purpose
1549 whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

1550 13.2 County shall have no liability or responsibility whatsoever for providing to, or on behalf
1551 of, all persons, including Contractor's agents, employees, and Subcontractors, performing work
1552 pursuant to this Agreement, all compensation and benefits and have no liability or responsibility for
1553 the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local

1554 taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of
1555 Contractor.

1556 13.3 Contractor understands and agrees that all persons performing Work pursuant to this
1557 Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor or
1558 the applicable Subcontractor and not employees of County. Contractor and each applicable
1559 Subcontractor shall be solely liable and responsible for providing all workers' compensation insurance
1560 and benefits, liability insurance, employer taxes, compensation and benefits to, or on behalf of,
1561 persons performing Work pursuant to this Agreement. Contractor and its applicable Subcontractors
1562 shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any
1563 persons as a result of any injuries arising from or connected with any Work performed by or on behalf
1564 of Contractor pursuant to this Agreement.

1565 13.4 Notwithstanding the provisions of this Paragraph 13, the employees and agents of
1566 Contractor shall, while on the premises of County, comply with all rules and regulations of the
1567 premises, including, but not limited to, security requirements.

1568 13.5 Contractor shall provide to County an executed Contractor Employee
1569 Acknowledgment, Confidentiality and Copyright Assignment Agreement, attached hereto as Exhibit G,
1570 for each of its employees performing Work under this Agreement. Such Agreement shall be delivered
1571 to County's Department of Human Resources, Health, Safety and Disability Benefits Division, 3333
1572 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010, on or immediately after the execution
1573 of this Agreement by County's Board of Supervisors, but in no event later than the date any such
1574 employee first performs Work under this Agreement.

1575 **14. SUBCONTRACTING**

1576 14.1 County has relied, in entering into this Agreement, on the reputation of and on
1577 obtaining the personal performance of Contractor itself. Consequently, no performance of this
1578 Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written
1579 consent of County as provided in this Paragraph 14. Any attempt by Contractor to subcontract any
1580 performance, obligation, or responsibility under this Agreement, without the prior written consent of
1581 County, shall be null and void and shall constitute a material breach of this Agreement, upon which
1582 County may immediately terminate this Agreement. For purposes of this Agreement, any purchase of
1583 goods (including, non-customized software) by Contractor where the vendor of the goods is not
1584 providing any services shall not be considered a subcontract.

1585 14.2 If Contractor desires to subcontract any portion of its performance, obligations, or
1586 responsibilities under this Agreement, Contractor shall make a written request to County for written
1587 approval to enter into the particular subcontract. Contractor's request to County shall include:

1588 14.2.1 The reason(s) for the particular subcontract.

1589 14.2.2 A detailed description of the work to be performed by the proposed
1590 Subcontractor.

1591 14.2.3 Identification of the proposed Subcontractor and an explanation of why and how
1592 the proposed Subcontractor was selected, including references and a statement of qualifications.

1593 14.2.4 A detailed description of the Contractor's prior relationship with the proposed
1594 Subcontractor, including an explanation of previous projects of the same scope and complexity.

1595 14.2.5 A draft copy of the proposed subcontract.

1596 14.2.6 A certificate of insurance from the proposed Subcontractor.

1597 14.2.7 Any other information and/or certifications requested by County.

1598 14.3 County's Project Director will review Contractor's request to subcontract and
1599 determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

1600 Contractor may submit a request that does not contain the materials required under
1601 Paragraphs 14.2.4 and 14.2.6, for the limited purpose of exploring County's view toward the particular
1602 request, but any response by County to any Contractor request which did not include all of the items
1603 set forth in Paragraph 14.2 shall be advisory only and not binding on County.

1604 CONTRACTOR UNDERSTANDS AND AGREES THAT COUNTY CANNOT GIVE FULL
1605 CONSIDERATION TO ANY REQUEST THAT DOES NOT CONTAIN ALL OF THE ITEMS SET
1606 FORTH IN PARAGRAPH 14.2, AND ACCORDINGLY THAT CONTRACTOR HAS NO RIGHT TO
1607 RELY ON ANY SUCH ADVISORY RESPONSE EVEN IF SUCH RESPONSE STATES OR IMPLIES
1608 THAT CONTRACTOR MAY RELY ON IT.

1609 COUNTY'S RIGHT TO APPROVE, OR WITHHOLD ITS APPROVAL OF, ANY
1610 SUBCONTRACT REQUEST UPON SUBMISSION BY CONTRACTOR OF A REQUEST WHICH
1611 INCLUDES ALL OF THE ITEMS SET FORTH IN PARAGRAPH 14.2 SHALL NOT BE LIMITED IN
1612 ANY WAY WHATSOEVER BY ANY ADVISORY RESPONSE, INCLUDING ANY OBLIGATION BY
1613 COUNTY TO ACT REASONABLY AND/OR IN GOOD FAITH IN GIVING ANY ADVISORY
1614 RESPONSE, NOTWITHSTANDING ANY IMPLIED COVENANT OF GOOD FAITH AND FAIR
1615 DEALING OR OTHER LEGAL PRINCIPLE.

1616 14.4 Contractor's proposed subcontract, shall be consistent with this Agreement, and shall
1617 not reduce or limit County's rights or benefits hereunder. It is essential to County's willingness to
1618 permit any subcontracting that with respect to any subcontract and the performance, obligations,
1619 liabilities or responsibilities being subcontracted to that Subcontractor thereunder, the results and
1620 benefits to County are no less than if Contractor itself discharged such performance, obligations,
1621 liabilities or responsibilities.

1622 Contractor understands and agrees that no provision of any subcontract entered into by
1623 Contractor, whether or not a copy of such subcontract is provided to, or reviewed or approved by,
1624 County, shall alter this Agreement, nor reduce, release, waive or relieve Contractor's responsibilities,
1625 obligations or liabilities under this Agreement, nor reduce, waive or limit County's rights or benefits
1626 under this Agreement. The foregoing shall not be construed as prohibiting Contractor from including
1627 in any subcontract any remedy against the Subcontractor that overlaps, in whole or in part, with any
1628 remedy of County against the Subcontractor, so long as County can be put in the same (or better)
1629 position by exercise of the particular remedy against Contractor as County would be against the
1630 Subcontractor.

1631 14.5 Contractor shall Indemnify the County Indemnitees in accordance with Paragraph 15.1
1632 (General Indemnification), from and against any and all Liabilities in any way arising from or related to
1633 Contractor's use of any Subcontractor, including any officers, employees, or agents of any
1634 Subcontractor, in the same manner as required for Contractor, its officers, employees, and agents,
1635 under this Agreement. Further, Contractor's indemnities and agreements to defend and hold
1636 harmless County as set out in this Agreement shall apply with respect to the activities of each

1637 Subcontractor in the same manner and to the same degree as if such Subcontractor is Contractor's
1638 employee.

1639 14.6 Notwithstanding any County consent to any subcontracting, Contractor shall remain
1640 responsible for any and all performance required of it under this Agreement, the obligation properly to
1641 supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or
1642 purport to bind County. Further, County approval of any subcontract shall not be construed to limit in
1643 any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval
1644 limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County
1645 approval of any subcontract shall not be construed in any way to constitute the determination of the
1646 allowableness or appropriateness of any cost or payment under this Agreement.

1647 14.7 In the event that County consents to any subcontracting, such consent shall be subject
1648 to County's right to withdraw such consent when such Subcontractor is deemed by County to be in
1649 material breach of its subcontract or this Agreement. If County does withdraw its approval, County
1650 shall give written notice to Contractor of such withdrawal. From the time of such notice forward (but
1651 not retroactive to the time prior to such notice during which County's approval of the subcontracting
1652 was in effect), Contractor shall have no right to use such Subcontractor (unless and until, if ever,
1653 County re-approves such Subcontractor). County shall not be liable or responsible in any way to
1654 Contractor, to any Subcontractor, or to any officers, employees, or agents of Contractor or any
1655 Subcontractor, for any Liabilities in any way arising from or related to County's exercise of such rights,
1656 except that Contractor shall have the right to seek equitable indemnification by County if County's
1657 withdrawal of approval is found to be wrongful.

1658 14.8 In the event that County consents to any subcontracting, such consent shall be subject
1659 to County's prior and continuing approval rights with regard to Contractor's staff as set forth in
1660 Paragraph 3.3 (Approval of Contractor's Staff). County shall not be liable or responsible in any way to
1661 Contractor, to any Subcontractor, or to any officers, employees, or agents of Contractor or any
1662 Subcontractor, for any Liabilities in any way arising from or related to County's exercise of such rights.

1663 14.9 In the event that County consents to any subcontracting, such consent shall apply to
1664 each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 14
1665 or a blanket consent to any further subcontracting.

1666 14.10 County's Project Director is hereby authorized to act for and on behalf of County
1667 pursuant to this Paragraph 14, including consenting to any subcontracting or the replacement thereof.

1668 14.11 Contractor shall deliver to County's Project Director a fully executed copy of each
1669 subcontract entered into by Contractor pursuant to this Paragraph 14, on or immediately after the
1670 Effective Date of the subcontract but in no event later than the date any Work is performed under the
1671 subcontract.

1672 14.12 In the event that County consents to any subcontracting, Contractor shall obtain and
1673 provide to County's Project Director, both of the following:

1674 14.12.1 An executed Subcontractor Employee Acknowledgment, Confidentiality and
1675 Copyright Assignment Agreement in a form acceptable to County for each of Subcontractor's
1676 employees performing work under the subcontract. Such agreements shall be delivered to County's
1677 Project Director on or immediately after the effective date of the particular subcontract but in no event
1678 later than the date any such employee performs work under the subcontract.

1679 14.12.2 Certificates of insurance which establish that the Subcontractor maintains all
1680 the programs of insurance required by County, and Contractor shall ensure delivery of all such
1681 documents to County's Project Director before any Subcontractor employee may perform any work
1682 hereunder.

1683
1684 14.12.3 Any other information reasonably requested by County.

1685 14.13 In the event that County consents to any subcontracting, Contractor shall cause the
1686 Subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by all
1687 and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of
1688 this Agreement and any amendment hereto as it relates to or affects the Work performed by
1689 Subcontractor hereunder.

1690 15. INDEMNIFICATION, INSURANCE, AND PERFORMANCE SECURITY

1691 15.1 General Indemnification

1692 For the purpose of this Agreement, to "Indemnify" means to indemnify, defend and hold
1693 harmless from and against any and all alleged or actual liability (whether arising under a theory of
1694 contract, statute, strict liability, product liability, common law, tort, equity or otherwise), including in
1695 each case all damages, losses, demands, claims, actions, fees, costs, fines, penalties, and expenses
1696 (including reasonable attorney's fees, legal, accounting, and other expert witness, consulting and
1697 professional fees, costs of electronic legal research, costs of factual investigation and investigators,
1698 other defense costs, and all costs of enforcing such indemnity), collectively hereinafter referred to as
1699 "Liabilities". Contractor shall Indemnify County, and its elected and appointed officers, officials,
1700 County Staff, and agents (the "County Indemnitees") from and against any and all Liabilities in any
1701 way arising from, connected with or related to Contractor's, Subcontractors', or any of their respective
1702 agents', employees', officers', directors' or shareholders' breach of this Agreement, the performance
1703 or nonperformance of the System, or acts, errors or omissions in the performance of Work or
1704 provision of products or services by Contractor or any Subcontractor hereunder. Any legal defense
1705 pursuant to Contractor's indemnification obligations under this Paragraph 15 shall be conducted by
1706 Contractor and performed by counsel selected by Contractor and approved in writing by County, such
1707 approval not to be unreasonably withheld. Notwithstanding the preceding sentence, County shall have
1708 the right to participate in any such defense at its cost and expense, except that in the event Contractor
1709 fails to provide County with a full and adequate defense, as required by law and this Agreement,
1710 County shall be entitled to reimbursement for all such costs and expense. In addition, Contractor
1711 shall not have the right without County's prior written approval, which will not be withheld
1712 unreasonably, to enter into any settlement, enter any plea of guilt or nolo contendere, agree to any
1713 injunction or make any admission, in each case, on behalf of County without County's prior written
1714 approval which will not be withheld unreasonably, other than a monetary judgment against County
1715 Indemnitees, which monetary judgment shall be covered by and within the policy limits of Contractor's
1716 insurance obligations under this Agreement and which shall be fully satisfied by a one-time monetary
1717 payment.

1718 15.2 Intellectual Property Indemnification

1719 15.2.1 Contractor shall Indemnify the County Indemnitees in accordance with
1720 Paragraph 15.1 (General Indemnification) from and against any and all Liabilities for or by reason of
1721 any actual or alleged infringement of any patent or copyright, any actual or alleged trade secret
1722 disclosure or misappropriation, or any other intellectual property rights of any third party, in each
1723 case arising from or related to the System or its use under this Agreement, or the operation and
1724 utilization of Contractor's or any Subcontractor's Work under this Agreement (hereafter collectively

1725 referred to as "Infringement Claim(s)"). Contractor shall have no obligation to County under this
1726 Paragraph 15.2 to the extent any Infringement Claim is caused by use by County of the System in a
1727 manner that is in material noncompliance with the Specifications and other applicable
1728 Documentation.

1729 15.2.2 Without limiting the foregoing, in the event County's Project Director becomes
1730 aware that ongoing use of the System or any Component(s) thereof are the subject of any
1731 Infringement Claim that might preclude or impair County's use of the System or any System
1732 Component (e.g., injunctive relief), or that County's continued use of the System or any System
1733 Component may subject it to punitive damages or statutory penalties or other costs or expenses,
1734 County shall give written notice to Contractor of such facts. Upon notice of such facts or upon
1735 independent determination thereof by Contractor, Contractor shall, at no cost to County, defend, hold
1736 harmless and indemnify, including payment of legal fees, County and County Personnel from any
1737 Claim that any of the Licensed Programs supplied or services performed by Contractor infringes the
1738 copyright, patent or other intellectual property rights of a third party. If the Licensed Programs are
1739 adjudicated as infringing, or a Court of competent jurisdiction orders that County cease and desist
1740 from using the Licensed Programs, then, Contractor will, at its own expense, exercise the first of the
1741 following remedies that is practicable: (i) obtain for County the right to continue to use the Licensed
1742 Programs consistent with this Agreement; (ii) modify the Licensed Programs so they are non-
1743 infringing and in compliance with this Agreement; or (iii) replace the Licensed Programs, or other
1744 affected Licensed Programs, with non-infringing ones that comply with this Agreement.

1745 Contractor will have no obligation to indemnify County or County Personnel for any
1746 claim that any of the Licensed Programs infringes the intellectual property rights of a third party, to the
1747 extent that such claim arises as a result of County's unauthorized modification of the Licensed
1748 Programs, provided that in the absence of the unauthorized modification, the Licensed Programs are
1749 not the cause of such Claim.

1750 If Contractor fails to complete the remedial acts set forth above within forty-five (45)
1751 days of the date of the written notice from County, County shall have the right to take such remedial
1752 acts it determines to be reasonable to mitigate any impairment of its use of the System or System
1753 Components or Liabilities, or any damages or other costs or expenses (hereinafter referred to as
1754 "County's Remedial Acts"). Contractor shall promptly reimburse County for all amounts paid and all
1755 direct and indirect Liabilities and other costs associated with County's Remedial Acts. Failure by
1756 Contractor to pay such amounts and costs within ten (10) days of invoice by County shall, in addition
1757 to, and cumulative with all other remedies entitle County to immediately withhold payments due to
1758 Contractor under this Agreement up to the total of the amounts and costs paid in connection with
1759 County's Remedial Acts.

1760 The parties agree that the provisions of this paragraph are the sole and exclusive
1761 remedies of County with respect to infringement of any patent or copyright or trade secret disclosure or
1762 misappropriation, or infringement of any other intellectual property rights of any third party, but without
1763 prejudice to the County's ability to recover for Transition Services under Paragraph 35.2.

1764 15.3 Privacy Breach

1767 15.3.1 This provision applies to any Liabilities of County in any way arising from,
1768 connected with or related to Contractor's, its Subcontractors', or any of their respective agents',
1769 employees', officers', or directors' breach of its obligations under this Agreement resulting in an
1770 unauthorized acquisition of computerized data that compromises the security, confidentiality or integrity
1771 of personal information ("Privacy Breach").

1772 15.3.2 Contractor agrees to designate County as an Additional Insured under its
1773 Professional Liability/Errors and Omissions policy.

1774 15.3.3 Contractors indemnity obligations for Privacy Breach will be limited to Three
1775 Million Dollars (\$3,000,000) provided that if the Liabilities result from the negligence or willful
1776 misconduct of Contractor, its Subcontractors', or any of their respective agents', employees', officers',
1777 or directors Contractor's indemnity liability will not be so limited. In the event Contractor receives any
1778 funds from a policy of insurance on account of the Privacy Breach, the proceeds shall be applied by
1779 Contractor first, to cover any Liabilities of County on account of a Privacy Breach that exceeds
1780 Contractor's Indemnity obligation and then to any separate costs or damages incurred by Contractor.

1781 In addition, should Contractor recover funds by way of damages or restitution from a
1782 third party responsible for the cause of such a Privacy Breach, such funds will also be applied first, to
1783 reimbursement of any fees and expenses (including attorney fees) incurred by Contractor in the
1784 prosecution of its claim against such third party, then, to any Liabilities of County on account of a
1785 Privacy Breach that exceeds Contractor's Indemnity obligation, and finally, to any other costs or
1786 damages incurred by Contractor.

1787 15.3.4 In the event of a Privacy Breach, County shall investigate promptly, with the full
1788 cooperation of Contractor, the circumstances surrounding the Privacy Breach, in order to determine
1789 whether Contractor, its Subcontractors', or any of their respective agents', employees', officers', or
1790 directors' negligence or willful misconduct contributed to the Privacy Breach. In the event Contractor
1791 disagrees with that determination, it may challenge that determination under the dispute resolution
1792 procedures in the Agreement, but Contractor will not delay remedial measures or withhold
1793 indemnification payments to County pending the resolution of that dispute.

1794 15.4 General Provisions for All Insurance Coverage

1795 Without limiting Contractor's indemnification of County, and in the performance of this
1796 Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall
1797 provide and maintain at its own expense insurance coverage satisfying the requirements specified in
1798 this Paragraph 15.4 of this Agreement. These minimum insurance coverage terms, types and limits
1799 (the "Required Insurance") also are in addition to and separate from any other contractual obligation
1800 imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required
1801 Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this
1802 Agreement.

1803 15.4.1 Evidence of Coverage and Notice to County:

1804 (i) Certificate(s) of insurance coverage (Certificate) satisfactory to County,
1805 and a copy of an Additional Insured endorsement confirming County and its Agents (defined
1806 below) has been given Insured status under the Contractor's General Liability policy, shall be
1807 delivered to County at the address shown below and provided prior to commencing services
1808 under this Agreement.

1809 (ii) Renewal Certificates shall be provided to County not less than ten (10)
1810 days prior to Contractor's policy expiration dates. County reserves the right to obtain complete,
1811 certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

1812 (iii) Certificates shall identify all Required Insurance coverage types and
1813 limits specified herein, reference this Agreement by name or number, and be signed by an
1814 authorized representative of the insurer(s). The Insured party named on the Certificate shall

1815 match the name of the Contractor identified as the contracting party in this Agreement.
1816 Certificates shall provide the full name of each insurer providing coverage, its NAIC (National
1817 Association of Insurance Commissioners) identification number, its financial rating, the
1818 amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars
1819 (\$50,000.00), and list any County required endorsement forms.

1820 (iv) Neither the County's failure to obtain, nor the County's receipt of, or
1821 failure to object to a non-complying insurance certificate or endorsement, or any other
1822 insurance documentation or information provided by the Contractor, its insurance broker(s)
1823 and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

1824 Certificates and copies of any required endorsements shall be sent to:

1825
1826 **Los Angeles County Department of Mental Health**
1827 **Chief Information Office Bureau**
1828 **695 South Vermont Avenue, 7th Floor**
1829 **Los Angeles California 90005**
1830 **Attention: Robert Greenless**
1831

1832 Contractor also shall promptly report to County any injury or property damage
1833 accident or incident, including any injury to a Contractor employee occurring on County
1834 property, and any loss, disappearance, destruction, misuse, or theft of County property, monies
1835 or securities entrusted to Contractor. Contractor also shall promptly notify County of any third
1836 party claim or suit filed against Contractor or any of its Subcontractors which arises from or
1837 relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor
1838 and/or County.
1839

1840 15.4.2 Additional Insured Status and Scope of Coverage

1841 The County of Los Angeles, its Special Districts, Elected Officials, Officers,
1842 Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional
1843 insured status under Contractor's General Liability policy with respect to liability arising out of
1844 Contractor's ongoing and completed operations performed on behalf of the County. County and its
1845 Agents additional insured status shall apply with respect to liability and defense of suits arising out of
1846 the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the
1847 County. The full policy limits and scope of protection also shall apply to the County and its Agents as
1848 an additional insured, even if they exceed the County's minimum Required Insurance specifications
1849 herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the
1850 Required Insurance provisions herein.
1851

1852 15.4.3 Cancellation of Insurance

1853 Contractor shall provide to County written notice of any cancellation of the
1854 Required Insurance within forty-eight (48) hours of receipt of a cancellation notice from its insurer.
1855

1856 15.4.4 [Intentionally Omitted]

1857
1858 15.4.5 Insurer Financial Ratings

1859 Coverage shall be placed with insurers acceptable to the County with A.M. Best
1860 ratings of not less than A:VII unless otherwise approved by County.

1861
1862 15.4.6 Contractor's Insurance Shall Be Primary

1863 Contractor's insurance policies, with respect to any claims related to this
1864 Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any
1865 County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any
1866 Contractor coverage.

1867
1868 15.4.7 Waivers of Subrogation

1869 To the fullest extent permitted by law, the Contractor hereby waives its rights and
1870 its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising
1871 from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of
1872 subrogation endorsements which may be necessary to effect such waiver.

1873
1874 15.4.8 Subcontractor Insurance Coverage Requirements

1875 Contractor shall include all Subcontractors as insureds under Contractor's own
1876 policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage.
1877 Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance
1878 provisions herein, and shall require that each Subcontractor name the County and Contractor as
1879 additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's
1880 prior review and approval of any Subcontractor request for modification of the Required Insurance.

1881
1882 15.4.9 Deductibles and Self-Insured Retentions (SIRs)

1883 Contractor's policies shall not obligate the County to pay any portion of any
1884 Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate
1885 policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's
1886 payment of all deductibles and SIRs, including all related claims investigation, administration and
1887 defense expenses conditioned upon County's determination of changes in risk exposure. Such bond
1888 shall be executed by a corporate surety licensed to transact business in the State of California.
1889 County reserves the right to review and adjust the required provisions conditioned upon County's
1890 determination of changes in risk exposure.

1891
1892 15.4.10 Claims Made Coverage

1893 If any part of the Required Insurance is written on a claims made basis, any
1894 policy retroactive date shall precede the effective date of this Agreement. Contractor understands and
1895 agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement
1896 expiration, termination or cancellation.

1897
1898 15.4.11 Application of Excess Liability Coverage

1899 Contractors may use a combination of primary, and excess insurance policies
1900 which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the
1901 Required Insurance provisions.

1906
1907

15.4.12 Separation of Insureds

1908 All liability policies shall provide cross-liability coverage as would be afforded
1909 by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured
1910 versus insured exclusions or limitations.

1911
1912

15.4.13 Alternative risk Financing Programs

1913 The County reserves the right to review, and then approve, Contractor use of
1914 self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive
1915 insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated
1916 as an Additional Covered Party under any approved program.

1917
1918

15.4.14 County Review and Approval of Insurance Requirements

1919 The County reserves the right to review and adjust the Required Insurance
1920 provisions, conditioned upon County's determination of changes in risk exposures.

1921
1922

15.5 Insurance Coverage Requirements

1923
1924

1925 15.5.1 **Commercial General Liability** insurance (providing scope of coverage
1926 equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with
1927 limits of not less than:

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

1928
1929

1930 15.5.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO
1931 policy from CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in
1932 combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out
1933 of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-
owned autos, as each may be applicable.

1934
1935

1936 15.5.3 **Workers Compensation and Employers' Liability** insurance or qualified self-
1937 insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of
1938 not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee
1939 leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall
1940 include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy
1941 form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall
1942 be modified to provide that County will receive not less than thirty (30) days advance written notice of
1943 cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall
be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any
federal occupational disease law.

1944
1945

15.5.4 Unique Insurance Coverage

(i) Professional Liability/Errors and Omissions

1946 Insurance covering Contractor's liability arising from or related to this
1947 Agreement, with limits of not less than \$1 million per claim and \$8 million aggregate. Further,
1948 Contractor understands and agrees it shall maintain such coverage for a period of not less than
1949 three (3) years following this Agreement's expiration, termination or cancellation.

1951 (ii) Property Coverage

1952 Contractor given exclusive use of County owned or leased property shall
1953 carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO
1954 policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured
1955 and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile
1956 equipment shall be insured for their actual cash value. Real property and all other personal
1957 property shall be insured for their full replacement value.

1959 15.6 Performance Security Requirements

1960
1961 Within fifteen (15) days of the Effective Date, and in any event prior to commencing any Work
1962 under this Agreement, Contractor shall obtain and provide to County evidence satisfactory thereto, of
1963 performance security in respect of its obligations under this Agreement. Such surety shall be
1964 provided by the following form, as approved by County in its sole discretion, and shall be conditioned
1965 upon faithful performance and satisfactory completion of all Work hereunder by Contractor until the
1966 expiration of the System Warranty Period:

1967 Letter of Credit (LOC). An irrevocable LOC, shall be in a form acceptable to County, payable
1968 to County upon demand in an amount of at least One Million, Five Hundred Thousand Dollars
1969 (\$1,500,000). Such LOC shall comply with minimum criteria and standards established by County in
1970 its sole discretion and shall be maintained until the expiration of the System Warranty Period.

1972 15.7 Failure to Maintain Insurance and Performance Security

1973 Failure by Contractor to maintain the required insurance and performance security, or to
1974 provide evidence thereof acceptable to County, shall constitute a material breach of the Agreement
1975 upon which County may immediately terminate or suspend this Agreement. County, at its sole option,
1976 may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase
1977 such required insurance coverage, and without further notice to Contractor, County may deduct from
1978 sums due to Contractor any costs advanced by County for such insurance.

1979 **16. RECORDS RETENTION AND INSPECTION/AUDIT SETTLEMENT**

1980 16.1 Contractor shall maintain accurate and complete financial records of its activities and
1981 operations relating to this Agreement in accordance with generally accepted accounting principles.
1982 Contractor shall also maintain accurate and complete employment and other records relating to its
1983 performance of this Agreement. Contractor agrees that County, or its authorized representatives,
1984 shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent
1985 transaction, activity, or records relating to this Agreement provided such access rights do not
1986 constitute an unlawful invasion of the privacy rights of any Contractor employee and would not in the
1987 reasonable opinion of Contractor subject Contractor to legal liability. All such material, including, all
1988 financial records, time cards and other employment records, and proprietary data and information,
1989 shall be kept and maintained by Contractor and shall be made available to County during the Term
1990 and for a period of five (5) years thereafter unless County's written permission is given to dispose of
1991 any such material prior to such time. All such material shall be maintained by Contractor at a location
1992 in Los Angeles County, provided that if any such material is located outside Los Angeles County,

1993 then, at Contractor's option, Contractor shall either (a) provide County with access to such material at
1994 a mutually agreed upon location within Los Angeles County or (b) pay County for travel, per diem, and
1995 other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such
1996 other location outside of Los Angeles County.

1997 16.2 In the event that an audit is conducted of Contractor specifically regarding this
1998 Agreement by any federal or state auditor, or by any auditor or accountant employed by Contractor or
1999 otherwise specifically regarding this Agreement, then Contractor shall file a copy of such audit report
2000 with County's Auditor-Controller and County's Project Director within thirty (30) days of Contractor's
2001 receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement.
2002 Subject to Paragraph 19 (Public Records Act), County shall make a reasonable effort to maintain the
2003 confidentiality of such audit reports.

2004 16.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph
2005 16 shall constitute a material breach of this Agreement upon which County may immediately terminate
2006 this Agreement.

2007 16.4 Beginning one (1) year after the Effective Date and every year thereafter, until the
2008 expiration or termination of this Agreement, Contractor shall submit to County a complete set of
2009 financial statements for the preceding fiscal year, which shall be no more than eighteen (18) months
2010 old at the time of submission to County. Such statements shall be prepared in accordance with the
2011 generally accepted accounting principles, and at a minimum, include a balance sheet, and income
2012 statement. If audited statements are available, they shall be submitted to meet this requirement. In
2013 addition, Contractor shall submit a statement regarding any pending litigation since the Contractor last
2014 reported same to County. County reserves the right to request these financial statements on a more
2015 frequent basis and will so notify Contractor in writing.

2016 **17. COUNTY AUDIT SETTLEMENTS**

2017 If, at any time during or after the Term, representatives of County conduct an audit of
2018 Contractor regarding the Work performed under this Agreement, and if such audit finds that County's
2019 dollar liability for any such Work is less than payments made by County to Contractor (including
2020 without limitation due to credits to County accrued pursuant to Paragraph 7.3 (Credits to County)),
2021 then the difference, together with County's reasonable costs of audit, shall be either repaid by
2022 Contractor to County by cash payment upon demand or, at the sole option of Director, deducted from
2023 any amounts due to Contractor from County, whether under this Agreement or otherwise. If such
2024 audit finds that County's dollar liability for such Work is more than the payments made by County to
2025 Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's
2026 payments to Contractor exceed the Contract Sum identified in Paragraph 7 (Contract Sum) or the
2027 funds appropriated by County for the purpose of this Agreement, whichever is less.

2028 **18. FEDERAL ACCESS TO RECORDS**

2029 If, and to the extent that, Section 1861(v)(1)(i) of the Social Security Act (42 United States
2030 Code Section 1395x(v)(1)(i)) is applicable, Contractor agrees that for a period of four (4) years
2031 following the furnishing of services under this Agreement, Contractor shall maintain and make
2032 available, upon written request, to the Secretary of the United States Department of Health and
2033 Human Services or the Comptroller General of the United States, or to any of their authorized
2034 representatives, the contracts, books, documents and records of Contractor which are necessary to
2035 verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor
2036 carries out any of the services provided hereunder through any subcontract with a value or cost of
2037 Ten Thousand Dollars (\$10,000) or more over a twelve-month period with a related organization (as

2038 that term is defined under federal law), Contractor agrees that each such subcontract shall provide for
2039 such access to the subcontract, books, documents, and records of the subcontractor.

2040 **19. PUBLIC RECORDS ACT**

2041 19.1 Any documents submitted by Contractor, all information obtained in connection with
2042 County's right to audit and inspect Contractor's documents, books, and accounting records pursuant
2043 to Paragraph 16 (Records Retention and Inspection/Audit Settlement) of this Agreement; as well as
2044 those documents which were required to be submitted in response to the solicitation process for this
2045 Agreement, become the exclusive property of County. All such documents become a matter of public
2046 record and shall be regarded as public records. Exceptions will be those elements in the California
2047 Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret",
2048 "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure
2049 of any such records including those so marked, if disclosure is required by law, or by an order to court
2050 of competent jurisdiction.

2051 19.2 In the event County is required to defend an action on a Public Records Act request for
2052 any of the aforementioned documents, information, books, records, and/or contents of a bid marked
2053 "trade secret", "confidential", or "proprietary", Contractor agrees to indemnify and hold harmless
2054 County from all costs and expenses, including reasonable attorneys' fees, in action or liability arising
2055 under the Public Records Act.

2056 **20. CONFIDENTIALITY**

2057 20.1 General

2058 Except to the extent otherwise expressly provided in this Agreement or by applicable law,
2059 Contractor shall strictly maintain the confidentiality of all records, data and information obtained as a
2060 result of or in connection with its performance of this Agreement, including events or circumstances
2061 which occur during the course of Contractor's performance hereof, the terms and conditions of this
2062 Agreement, County Materials, personally identifiable information regarding any patient, relative or
2063 guardian of a patient, customer, insurer or payor to, service provider to or resident of County, data
2064 processed using or converted or imported into the System, data comprising output of or resulting from
2065 use of the System, Contractor or County billings to each other or any third party, County records, any
2066 information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or
2067 problem regarding data security in County's computer systems, or to any safeguard, countermeasure,
2068 or contingency plan, policy or procedure for data security contemplated or implemented by County,
2069 and other nonpublic federal, state, or County information (collectively "Confidential County Data").
2070 Contractor shall inform all of its officers, employees and agents providing Work hereunder, as well as
2071 all Subcontractors, of the confidentiality provisions of this Agreement, and shall furthermore limit its
2072 disclosures of Confidential County Data in each case to only those employees, agents and
2073 Subcontractors as need to know the information in order to fully perform this Agreement.

2074 20.2 Disclosure of Information

2075 20.2.1 With respect to any Confidential County Data, Contractor shall (i) not use any
2076 such information for any purpose whatsoever other than carrying out the express terms of this
2077 Agreement; (ii) promptly transmit to County all requests for disclosure of any such information; (iii) not
2078 disclose, except as otherwise specifically permitted by this Agreement, any such information to any
2079 person or organization other than County without County's prior written authorization that the records
2080 are, or information is, releasable; and (iv) at the expiration or termination of this Agreement, return all
2081 such information in all media to County, or, at County's election, maintain such records and

2082 information for a period of three (3) years according to reasonable written procedures provided to
2083 Contractor by County for this purpose at such time.

2084 20.2.2 In the event Contractor receives any court or administrative agency order,
2085 service of process, or request by any person or entity (other than Contractor's professionals) for
2086 disclosure of any such details, Contractor shall immediately notify County's Project Director.
2087 Thereafter Contractor shall comply with such order, process or request only to the extent required by
2088 applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor
2089 shall delay such compliance and cooperate with County to obtain relief from such obligations to
2090 disclose until County shall have been given a reasonable opportunity to obtain such relief.

2091 20.2.3 Contractor hereby acknowledges the right of privacy of all persons as to whom
2092 there exists any Confidential County Data. Contractor shall protect, secure and keep confidential all
2093 Confidential County Data in compliance with all federal, state, County and local laws, rules,
2094 regulations, ordinances, guidelines and directives, relating to confidentiality and information security
2095 (including any breach of the security of the System, such as any unauthorized acquisition of
2096 Confidential County Data that compromises the security, confidentiality or integrity of personal
2097 information), including California Civil Code Section 1798.82 and the Privacy and Security
2098 Regulations. Further, Contractor shall take all reasonable actions necessary or advisable to protect
2099 all Confidential County Data in its possession, custody or control from loss or damage by any cause,
2100 including fire, theft or other catastrophe. In addition, if requested by County's Project Director,
2101 Contractor shall provide notification to all persons whose unencrypted personal information was, or is
2102 reasonably believed to have been, acquired by any unauthorized person, and the content, method
2103 and timing of such notification shall be at the sole discretion of and subject to the prior approval of
2104 County's Project Director.

2105 20.3 Access to County Systems; Use of Portable Devices and Media

2106 Without limiting Contractor's other obligations hereunder, Contractor agrees to comply in full
2107 with Board policy 6.101 – Use of County Information Technology Resources, and Board policy 6.110
2108 – Protection of Information on Portable Computing Devices, and all other applicable Los Angeles
2109 County Board of Supervisors and Department policies and procedures pertaining to information
2110 security, or the use of or access to Confidential County Data or County information technology or
2111 other resources.

2112 20.4 Use of County Name

2113 20.4.1 In recognizing Contractor's need to identify its services and related clients to
2114 sustain itself, County will not inhibit Contractor from publishing its role under this Agreement within the
2115 following conditions:

2116 20.4.2 Contractor shall develop all publicity material in a "first class" and professional
2117 manner.

2118 20.4.3 During the Term, Contractor shall not publish or disseminate any commercial
2119 advertisements, press releases, feature articles, or other materials using the name of County without
2120 the prior written consent of County's Project Director, which shall not be unreasonably withheld.

2121 20.4.4 Contractor may, without the prior written consent of County, indicate in its
2122 proposals and sales materials that it has been awarded this Agreement with County, provided that the
2123 requirements of this Paragraph 20 shall apply.

2124 20.5 This Provision Not Applicable to Certain Information

2125 Notwithstanding any other provision of this Agreement, either party may disclose information
2126 about the other which (i) is lawfully in the public domain at the time of disclosure, (ii) is disclosed with
2127 the prior written approval of the party to which such information pertains, or (iii) is required by law to
2128 be disclosed.

2129 20.6 Indemnification

2130 Contractor shall indemnify, defend, and hold harmless County Indemnitees in accordance with
2131 Paragraph 15.1 (General Indemnification) from and against any and all Liabilities arising from any
2132 disclosure of such records and information by Contractor, its officers, employees, Subcontractors or
2133 agents, except for any disclosure authorized by this Paragraph 20.

2134 20.7 Injunctive Relief

2135 Contractor acknowledges that a breach or threatened breach by Contractor of this Paragraph
2136 20 may result in irreparable injury to County or its residents, patients, parents, guardians, customers
2137 or taxpayers that may not be adequately compensated by monetary damages, and that, in addition to
2138 County's other rights under this Paragraph 20 and at law and in equity, County shall have the right to
2139 injunctive relief to enforce the provisions of this Paragraph 20, without the posting of bond of other
2140 security.

2141 **21. PROPRIETARY CONSIDERATIONS**

2142 21.1 Contractor and County agree that without limiting Contractor's intellectual property
2143 rights in the System Software, in the event that County requires delivery of any physical media by
2144 written demand of County, that County shall own, all right, title, and interest in the physical media
2145 through which the System Software and any other Work performed by or on behalf of Contractor is
2146 thereupon delivered to County in accordance with its written demand, in any form whatsoever,
2147 including the physical media through which the Source Code is held on deposit in escrow (collectively,
2148 the "Physical Materials").

2149 21.2 Contractor and County agree that all plans, reports, Acceptance Test criteria,
2150 Acceptance Test plans, the Detailed Work Plan, departmental procedures and processes,
2151 Deliverables (other than System Software or Third Party Software and software documentation
2152 Deliverables), data, and other written information (collectively, "County Materials") developed under
2153 this Agreement for delivery to County and all copyrights, patent rights, trade secret rights, moral rights
2154 and other proprietary rights therein shall be the sole property of County, and Contractor hereby
2155 assigns and transfers to County all Contractor's right, title, and interest in and to all such County
2156 Materials developed under this Agreement, provided that notwithstanding such County ownership,
2157 Contractor may retain possession of all working papers prepared by Contractor. Notwithstanding the
2158 foregoing (i) the above assignment shall not apply to any pre-existing Contractor copyright, patent,
2159 trade secret, moral rights or other proprietary right in or to the extent any such right is included or
2160 embodied in County Materials, which pre-existing rights have been licensed to County pursuant to the
2161 License, and (ii) nothing in this Agreement shall prohibit Contractor from creating, on behalf of other
2162 customers or for itself, without obligation to County, any of the above-mentioned items even if such
2163 items are substantially similar, or identical to, County Materials.

2164 21.3 Upon request of County, Contractor shall execute all documents requested by County
2165 and shall perform all other acts requested by County to assign and transfer to, and vest in, County all
2166 Contractor's right, title, and interest in and to the Physical Materials and the County Materials,

2167 including, all copyrights, patents, trade secret rights, moral rights and other proprietary rights. County
2168 shall have the right to register all copyrights and patents in the name of the County of Los Angeles.
2169 Further, County shall have the right to assign, license, or otherwise transfer any and all County's right,
2170 title, and interest, including, copyrights and patents, in and to the County Materials.

2171 21.4 As requested in writing by County's Project Director, Contractor shall affix the following
2172 notice to County Materials developed under this Agreement: "Copyright 20__ (or such other date of
2173 first publication), County of Los Angeles. All Rights Reserved" (or such other applicable year of first
2174 development or publication). Contractor shall affix such notice as directed by County.

2175 21.5 During the Term and for five (5) years thereafter, and without limiting Contractor's
2176 obligations under Paragraphs 20 (Confidentiality) and 73 (Contractor's Obligations As A Business
2177 Associate Under HIPAA and HITECH Act), Contractor shall maintain and provide security for all
2178 Contractor's working papers prepared under this Agreement, and to protect such working papers from
2179 loss or damage by any cause, including fire and theft. County shall have the right to inspect any and
2180 all such working papers, make copies thereof, and use the working papers and the information
2181 contained therein, for County purposes only.

2182 21.6 Any and all Physical Materials and County Materials which are developed or were
2183 originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use
2184 hereunder, and which Contractor considers to be proprietary or confidential, must be specifically
2185 identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly
2186 and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL". Without limiting
2187 the foregoing obligation of Contractor to mark proprietary and confidential material, County recognizes
2188 that the System Software is proprietary and confidential.

2189 21.7 Subject to Paragraph 19 (Public Records Act), County will use reasonable means to
2190 ensure that Contractor's proprietary and confidential items are safeguarded and held in confidence.
2191 County agrees not to reproduce, distribute, or disclose to non-County entities (other than outside
2192 counsel or consultants subject to non-disclosure agreements or obligations) Contractor's proprietary
2193 and confidential material, including the Application Software, without the prior written permission of
2194 Contractor or as required by law or pursuant to Paragraph 59 (Dispute Resolution Procedure).

2195 21.8 Notwithstanding any other provision of this Agreement, County shall not be obligated in
2196 any way under this Agreement for:

2197 21.8.1 Any Contractor's proprietary and/or confidential items not plainly and
2198 prominently marked with restrictive legends required pursuant to Paragraph 21.6;

2199 21.8.2 Any Physical Materials and County Materials covered under Paragraphs 21.1,
2200 or 21.2; and

2201 21.8.3 Any disclosure of any County Materials or Physical Materials which County is
2202 required to make under the California Public Records Act or otherwise by law.

2203 21.9 Contractor understands and agrees that it does not, by virtue of this Agreement or
2204 otherwise, acquire any rights whatsoever with respect to any of the data or information placed into,
2205 used within, or resulting from the use of, the System, and that as between Contractor and County,
2206 County is and shall remain the sole and exclusive owner of all such data or information.

2207 **22. COMPLIANCE WITH APPLICABLE LAW**

2208 Contractor's activities in the performance of this Agreement, including the System and all other
2209 Work provided hereunder, shall comply with all applicable federal, state laws and regulations (and in
2210 the case of local laws and regulations in order to meet Specifications and System Performance
2211 Requirements), ordinances, rules, regulations, manuals, guidelines, policies, procedures and
2212 directives applicable to its performance hereunder, including without limitation the ADA and the
2213 Privacy and Security Regulations, and furthermore with all applicable Certification Commission for
2214 Healthcare Information Technology (CCHIT), Title IV – Health Information Technology for Economic
2215 and Clinical Health (HITECH) Act, and MHSA Capital Facilities and Technological Needs Guidelines
2216 and regulations, and all provisions required thereby to be included in this Agreement are hereby
2217 incorporated herein by reference. Contractor shall have up to thirty (30) days to correct any
2218 noncompliance with County rules, regulations, ordinances, guidelines, policies, procedures and
2219 directives following written notice from County thereof. Contractor shall indemnify, defend, and hold
2220 harmless County Indemnitees in accordance with Paragraph 15.1 (General Indemnification) from and
2221 against any and all Liabilities arising from or related to any violation on the part of Contractor, its
2222 employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, guidelines,
2223 policies, procedures or directives.

2224 **23. FAIR LABOR STANDARDS**

2225 Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act,
2226 and shall indemnify, defend, and hold harmless County Indemnitees in accordance with Paragraph
2227 15.1 (General Indemnification) from any and all liability, including, but not limited to, wages, overtime
2228 pay, liquidated damages, penalties, court costs and attorneys' fees arising under, any wage and hour
2229 law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by
2230 Contractor's employees or agents or employees or agents of any Subcontractor for which County may
2231 be found jointly or solely liable.

2232
2233 **24. NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCE OF COMPLIANCE**
2234 **WITH CIVIL RIGHTS LAWS**

2235 24.1 Contractor certifies and agrees that all persons employed by it, its affiliates,
2236 subsidiaries, or holding companies are and shall be treated equally without regard to or because of
2237 race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or
2238 political affiliation, in compliance with all applicable federal and state anti-discrimination laws and
2239 regulations.

2240 24.2 Contractor shall certify to, and comply with, the provisions of Exhibit H (Contractor's
2241 EEO Certification).

2242 24.3 Contractor shall take affirmative action to ensure that applicants are employed, and
2243 that employees are treated during employment, without regard to race, color, religion, ancestry,
2244 national origin, sex, age, physical or mental disability, marital status, or political affiliation, in
2245 compliance with all applicable federal and state anti-discrimination laws and regulations. Such action
2246 shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or
2247 recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and
2248 selection for training, including apprenticeship.

2249 24.4 Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or
2250 vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or
2251 physical or mental disability, marital status, or political affiliation.

2252 24.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies
2253 shall comply with all applicable federal and state laws and regulations to the end that no person shall,
2254 on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability,
2255 marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be
2256 otherwise subjected to discrimination under this Agreement or under any project, program, or activity
2257 supported by this Agreement.

2258 24.6 Contractor shall allow County representatives access to Contractor's employment
2259 records during regular business hours to verify compliance with the provisions of this Paragraph 24
2260 when so requested by County.

2261 24.7 If County finds that any of the provisions of this Paragraph 24 have been violated, such
2262 violation shall constitute a material breach of this Agreement upon which County may terminate or
2263 suspend this Agreement. While County reserves the right to determine independently that the anti-
2264 discrimination provisions of this Agreement have been violated, in addition, a determination by the
2265 California Fair Employment Practices Commission or the Federal Equal Employment Opportunity
2266 Commission that Contractor has violated federal or state anti-discrimination laws or regulations shall
2267 constitute a finding by County that Contractor has violated the anti-discrimination provisions of this
2268 Agreement.

2269 24.8 Without limiting Contractor's indemnification obligations or County's other remedies
2270 hereunder, the parties agree that in the event Contractor violates any of the anti-discrimination
2271 provisions of this Agreement during the course of its performance of this Agreement or with respect to
2272 personnel assigned to perform under this Agreement, County shall, at its option, be entitled to the
2273 sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section
2274 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

2275 **25. COMPLIANCE WITH JURY SERVICE PROGRAM**

2276 25.1 This Agreement is subject to the provisions of County's ordinance entitled Contractor
2277 Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090
2278 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit S (Jury Service
2279 Ordinance).

2280 25.2 Unless Contractor has demonstrated to County's satisfaction either that Contractor is
2281 not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code)
2282 or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the
2283 County Code), Contractor shall have and adhere to a written policy that provides that its Employees
2284 (as defined in Paragraph 25.3) shall receive from Contractor, on an annual basis, no less than five (5)
2285 days of regular pay for actual jury service. The policy may provide that Employees deposit any fees
2286 received for such jury service with Contractor or that Contractor deduct from the employee's regular
2287 pay the fees received for jury service.

2288 25.3 For purposes of this Paragraph 25, "Employee" means any California resident who is a
2289 full-time employee of Contractor or any Subcontractor, and "Full-time" means 40 hours or more
2290 worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry
2291 standard as determined by County, or (2) Contractor has a long-standing practice that defines the
2292 lesser number of hours as full-time. Full-time employees providing short-term, temporary services of
2293 ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury
2294 Service Program. If Contractor uses any Subcontractor to perform services for County under this
2295 Agreement, the Subcontractor shall also be subject to the provisions of this Paragraph 25. The

2296 provisions of this Paragraph 25 shall be inserted into any such subcontract agreement and a copy of
2297 the Jury Service Program shall be attached to the agreement.

2298 25.4 If Contractor is not required to comply with the Jury Service Program when this
2299 Agreement commences, Contractor shall have a continuing obligation to review the applicability of its
2300 "exception status" from the Jury Service Program, and Contractor shall immediately notify County if
2301 Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if
2302 Contractor no longer qualifies for an exception to the Jury Service Program. In either event,
2303 Contractor shall immediately implement a written policy consistent with the Jury Service Program.
2304 County may also require, at any time during this Agreement and at its sole discretion, that Contractor
2305 demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury
2306 Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an
2307 exception to the Jury Service Program.

2308 25.5 Contractor's violation of this Paragraph 25 may constitute a material breach of the
2309 Agreement. In the event of such material breach, County may, in its sole discretion, terminate the
2310 Agreement and/or bar Contractor from the award of future County contracts for a period of time
2311 consistent with the seriousness of the breach.

2312 **26. EMPLOYMENT ELIGIBILITY VERIFICATION**

2313 Contractor warrants that it fully complies with all federal and state statutes and regulations
2314 regarding the employment of aliens and others and that all its employees performing Work under this
2315 Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes
2316 and regulations, including but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-
2317 603).

2318 Contractor shall obtain, from all employees performing Work hereunder, all verification and
2319 other documentation of employment eligibility status required by Federal statutes and regulations as
2320 they currently exist and as they may be hereafter amended. Contractor shall retain all such
2321 documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold
2322 harmless County Indemnitees in accordance with Paragraph 15.1 (General Indemnification) from and
2323 against any and all Liabilities arising out of or in connection with any employer sanctions and any
2324 other liability which may be assessed against Contractor or County in connection with any alleged
2325 violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of
2326 any persons performing work hereunder.

2327 In the event Contractor fails to comply with the provisions of this Paragraph 26, County may, in
2328 its sole discretion, terminate this Agreement in default in accordance with Paragraph 32 (Termination
2329 for Default).

2330 **27. WAIVER**

2331 No breach by Contractor of any provision of this Agreement can be waived except in writing by
2332 the Board. No waiver by County of any breach of any provision of this Agreement shall constitute a
2333 waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time
2334 to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and
2335 remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and
2336 remedies provided by law or under this Agreement.

2337 Without limitation of the foregoing, County may deduct from amounts otherwise payable to
2338 Contractor hereunder County's uncompensated damages for Contractor's breach of any provision

2339 hereof. The preceding sentence is intended only as a clarification of County's remedies in the event of
2340 breach, and shall not be deemed to impair any claims that Contractor may have against County or
2341 Contractor's rights to assert such claims pursuant to Paragraph 59 (Dispute Resolution Procedure).

2342 **28. GOVERNING LAW, JURISDICTION, AND VENUE**

2343 This Agreement shall be governed by, and construed in accordance with, the laws of the State
2344 of California applicable to agreements made and to be performed within that State. Contractor agrees
2345 and consents to the exclusive jurisdiction of the courts of the State of California (except with respect
2346 to claims that are subject to exclusive federal subject matter jurisdiction, as to which Contractor
2347 agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of
2348 California) for all purposes regarding this Agreement and further agrees and consents that venue of
2349 any action brought hereunder shall be exclusively in the County of Los Angeles, California. As with
2350 respect to claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees
2351 and consents to the exclusive jurisdiction of the Federal District Court of the Central District of
2352 California.

2353 **29. SEVERABILITY**

2354 If any provision of this Agreement is adjudged void invalid, or illegal for any reason
2355 whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such
2356 provision shall apply with such modifications as may be necessary to make it valid and effective. In
2357 the event that one or more of the provisions of this Agreement is found to be invalid, illegal or
2358 unenforceable in any respect, such provision shall be deemed deleted here from and the validity,
2359 legality, and enforceability of the remaining provisions contained herein shall not in any way be
2360 affected or impaired thereby.

2361 **30. HIRING OF EMPLOYEES**

2362 Contractor and County agree that, during the Term and for a period of one (1) year thereafter,
2363 except with the prior written consent of the other party, neither party shall in any way intentionally
2364 induce or persuade any employee of the other (including Contractor's Project Director, Contractor's
2365 Project Manager, and all County Staff), to become an employee or agent of the other party.
2366 Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of
2367 Contractor necessary or desirable to perform work described in this Agreement, in the event that: (1)
2368 County has the right to terminate this Agreement pursuant to Paragraph 31 (Termination for
2369 Insolvency), (2) this Agreement is terminated by County due to Contractor's default pursuant to
2370 Paragraph 32 (Termination for Default), (3) Contractor and County have followed the dispute
2371 resolution procedure set forth in Paragraph 59 (Dispute Resolution Procedure), and have otherwise
2372 exhausted other administrative remedies, if any, as determined by County, or (4) Contractor either
2373 announces the withdrawal of support of, or otherwise no longer provides services County deems
2374 essential to, the ongoing support of the System. Nothing in this Paragraph shall limit either party's
2375 employees from responding to a job opening that is publicly posted by the other party, nor limit the
2376 posting party from hiring such employee.

2377 **31. TERMINATION FOR INSOLVENCY**

2378 31.1 County may terminate this Agreement immediately at any time following the
2379 occurrence of any of the following:

2380 31.1.1 Contractor shall be deemed to be insolvent if it has ceased to pay or has
2381 admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of

2382 business or cannot pay its debts as they become due, whether or not a petition has been filed under
2383 the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of
2384 the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has
2385 ceased in the normal course of business to pay its debts which are disputed in good faith and which
2386 are not related to this Agreement as determined by County.

2387 31.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not
2388 dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code.

2389 31.1.3 The appointment of a receiver or trustee for Contractor.

2390 31.1.4 The execution by Contractor of a general assignment for the benefit of
2391 creditors.

2392 31.2 The rights and remedies of County provided in this Paragraph 31 shall not be exclusive
2393 and are in addition to any other rights and remedies provided by law or under this Agreement.

2394 31.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in
2395 bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as
2396 provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section
2397 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable,
2398 Contractor or such trustee shall allow County to exercise all of its rights and benefits under this
2399 Agreement including, such Section 365(n) (including, the right to continued use of all source and
2400 Object Code versions of the System Software and related Documentation), and shall not interfere with
2401 the rights and benefits of County as provided therein. Furthermore, failure by County to assert its
2402 rights to "retain its benefits" under the Agreement pursuant to 11 U.S.C. § 365(n)(1)(B) shall not be
2403 construed by either Party or by a court as a termination of the Agreement by County under 11 U.S.C.
2404 § 365(n)(1)(A). The foregoing shall survive the termination or expiration of this Agreement for any
2405 reason whatsoever.

2406 **32. TERMINATION FOR DEFAULT**

2407 32.1 County may, by written notice to Contractor, terminate the whole or any part of this
2408 Agreement in any one of the following circumstances:

2409 32.1.1 If Contractor fails to perform or provide any Work within the times specified (i) in
2410 this Agreement, including the applicable notice and/or cure periods, if any (if no cure period is
2411 specified in the Agreement, Contractor shall have fifteen (15) days to cure prior to termination under
2412 this Paragraph 32.1.1), provided that nothing in this Paragraph 32.1.1 shall in any way limit or modify
2413 any rights of County or obligations of Contractor relating to timely performance by Contractor as
2414 otherwise set forth in this Agreement); or

2415 32.1.2 Immediately upon notice to Contractor if on two (2) separate occasions in any
2416 single calendar month, or more than eight (8) times in the aggregate, during the Term, if Contractor
2417 fails to timely correct a Deficiency pursuant to the service level of support set forth in Exhibit D
2418 (Service Level Requirements); or

2419 32.1.3 If Contractor fails to perform or comply with any of the other provisions of this
2420 Agreement, or so fails to make progress as to endanger performance of this Agreement in
2421 accordance with its terms and, in either of these two circumstances, does not cure such failure within
2422 a period of fifteen (15) days (or such longer period as County may authorize in writing) after receipt of
2423 written notice from County specifying such failure; provided that (i) Contractor shall not be entitled to

2424 any cure period, and County may terminate immediately, in the case of a failure to successfully and
2425 timely complete any Key Deliverable, including any Milestone, or in the event that Contractor's failure
2426 to perform or comply is not reasonably capable of being cured, and (ii) that the above cure periods
2427 shall in no way apply to the calculation of the credits to County described in Paragraph 7.3 (Credits to
2428 County). If, pursuant to the preceding sentence, County has terminated this Agreement without
2429 providing a cure period, and subsequently a final determination is made that the default was capable
2430 of being cured, then the rights and obligations of the parties shall be the same as if the notice of
2431 termination had been issued pursuant to Paragraph 34 (Termination for Convenience).

2432 32.2 In the event that County terminates this Agreement in whole or in part as provided in
2433 Paragraph 31 (Termination for Insolvency) or this Paragraph 32, then:

2434 32.2.1 County shall have the right, for all Users, and to the extent necessary to
2435 continue operations, to continued use of all Object Code versions of the System Software for the
2436 remainder of the term of the System Software license granted to County pursuant to Paragraph 10.2
2437 (License), and County shall have the right to allow County Staff, Contractors and all Users to utilize all
2438 such Object Code versions and related Documentation;

2439 32.2.2 County shall have the rights set forth in Paragraphs 10.2 (License) and 10.3
2440 (Source Code) to access and use the Source Code as set forth therein, including the right to modify
2441 all source and Object Code versions of the System Software after such time as one of the Release
2442 Conditions has occurred which would permit County to use the Source Code;

2443 32.2.3 County shall have the right to procure, upon such terms and in such a manner
2444 as County may deem appropriate, goods, services, and other work, similar to those so terminated,
2445 and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any
2446 and all costs reasonably incurred by County, to procure and furnish such similar goods, services, and
2447 other work subject to reduction for amounts that would have been, (but were not) paid to Contractor if
2448 the System had been completed and accepted. By way of illustration only:

2449 (i) Example 1: Assume that the total anticipated System cost and
2450 Contractor's maximum liability is Twenty Million Dollars (\$20,000,000). Further assume County
2451 has made payments to Contractor totaling Nine Million Dollars (\$9,000,000). Contractor
2452 defaults and County incurs costs of Twenty-Six Million Dollars (\$26,000,000) to acquire a
2453 replacement for the System. Since the County did not pay Contractor the full Twenty Million
2454 Dollars (\$20,000,000), County has avoided costs of Eleven Million Dollars (\$11,000,000).
2455 Contractor is liable to County for Fifteen Million Dollars (\$15,000,000) (i.e., Twenty Six Million
2456 Dollars (\$26,000,000) less Eleven Million Dollars (\$11,000,000)).

2457 (ii) Example 2: Same assumptions as Example 1, but County incurs costs
2458 of Thirty-Five Million Dollars (\$35,000,000) to acquire a replacement for the System. Again,
2459 the County has avoided costs equal to Eleven Million Dollars (\$11,000,000). As Contractor's
2460 maximum liability in this scenario is Twenty Million Dollars (\$20,000,000), Contractor is liable
2461 to the County for Twenty Million Dollars (\$20,000,000) (i.e., Thirty Five Million Dollars
2462 (\$35,000,000) less Eleven Million Dollars (\$11,000,000) equals Twenty-Four Million Dollars
2463 (\$24,000,000), but Twenty-Four Million Dollars (\$24,000,000) is greater than Twenty Million
2464 Dollars (\$20,000,000)).

2465 32.2.4 Contractor and County shall continue the performance of this Agreement to the
2466 extent not terminated under the provisions of Paragraph 31 (Termination for Insolvency) and/or this
2467 Paragraph 32; and

2468 32.2.5 Contractor shall comply with the requirements of Paragraph 35 (Post-
2469 Termination Procedure), including but not limited to performing transition services as set forth in
2470 Paragraph 35.2 (Transition Services) at Contractor's expense.

2471 32.3 Except with respect to defaults of any Subcontractor(s), Contractor shall not be liable
2472 for excess costs as set forth in Paragraph 32.2.3, if its failure to perform this Agreement arises out of
2473 fires, floods, epidemics, quarantine restrictions, other Acts of God, strikes or freight embargoes, but in
2474 every such case the failure to perform must be totally beyond the control and without any fault or
2475 negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if
2476 such default arises out of causes beyond the control of both Contractor and Subcontractor, and
2477 without any fault or negligence of either of them, Contractor shall not be liable for any such excess
2478 costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were
2479 obtainable from other sources in sufficient time to permit Contractor to meet the required performance
2480 schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or
2481 services from other sources. As used in this Paragraph 32.3, the terms "Subcontractor" and
2482 "Subcontractors" mean Subcontractor(s) at any tier.

2483 32.4 If, after County has given notice of termination under the provisions of this Paragraph
2484 32, it is determined by County that Contractor was not in default under the provisions of this
2485 Paragraph 32, or that the default was excusable under the provisions of this Paragraph 32, the rights
2486 and obligations of the parties shall be the same as if the notice of termination had been issued
2487 pursuant to Paragraph 34 (Termination for Convenience).

2488 32.5 The rights and remedies of County provided in this Paragraph 32 shall not be exclusive
2489 and are in addition to any other rights and remedies provided by law or under this Agreement.

2490 32.6 Except as set forth in Paragraph 32.2.3 above, and excepting Contractor's indemnity
2491 obligations in this Agreement, in no event will either party be liable to the other for any incidental,
2492 consequential, punitive, or exemplary damages (including damages related to loss of business or
2493 profits or revenue), even if the party has been advised of the possibility of such damages and
2494 regardless of whether any remedy fails of its essential purpose. Notwithstanding the foregoing, in no
2495 event shall County be prohibited from recovering damages arising from or related to loss of data,
2496 unavailability of the Licensed Programs or the System, replacement costs, or transition related
2497 damages.

2498 Except for Contractor's indemnity obligations in this Agreement, the cumulative liability of
2499 Contractor to County for any actual or alleged damages arising out of Contractor's performance or
2500 non-performance of this Agreement, whether based upon breach of contract, tort (including
2501 negligence), warranty or any other legal theory, will not exceed Twenty Million, Six Hundred Thousand
2502 Dollars (\$20,600,000).

2503 **33. TERMINATION FOR IMPROPER CONSIDERATION**

2504 County may, by written notice to Contractor, immediately terminate the right of Contractor to
2505 proceed under this Agreement, if it is found that consideration, in any form, was offered or given by
2506 Contractor, either directly or through an intermediary, to any County officer, County Staff, or other
2507 County agent with the intent of securing this Agreement or securing favorable treatment with respect
2508 to the award, amendment or extension of this Agreement, or the making of any determinations with
2509 respect to Contractor's performance pursuant hereto. In the event of such termination, County shall
2510 be entitled to pursue the same remedies against Contractor as it could pursue in the event of default
2511 by Contractor.

2512 Contractor shall immediately report any attempt by a County officer or County Staff to solicit
2513 such improper consideration. The report shall be made either to a County manager charged with the
2514 supervision of the County Staff or to County Auditor Controller's Employee Fraud Hotline at (213) 974-
2515 0914 or (800) 544-6861 or via Internet at www.lacountyfraud.org.

2516 Among other items, such improper consideration may take the form of cash, discounts,
2517 service, the provision of travel or entertainment, or tangible gifts.

2518 **34. TERMINATION FOR CONVENIENCE**

2519 34.1 This Agreement may be terminated, in whole or in part, from time to time, when such
2520 action is deemed by County to be in its best interest. Termination of Work hereunder shall be effected
2521 by delivery to Contractor of a notice of termination specifying the extent to which performance of work
2522 is terminated and the date upon which such termination becomes effective. The date upon which
2523 such termination becomes effective shall be no less than thirty (30) days after the notice is sent,
2524 provided that in the event County has purported to terminate this Agreement for default by notice
2525 pursuant to Paragraph 32 (Termination for Default) and it has later been determined that Contractor
2526 was not in default, no additional notice shall be required upon such determination.

2527 34.2 In the event of a termination or partial termination pursuant to this Paragraph 34,
2528 Contractor shall comply with the requirements of Paragraph 35 (Post-Termination Procedure),
2529 including but not limited to performing transition services as set forth in Paragraph 35.2 (Transition
2530 Services).

2531 34.3 For the avoidance of doubt, County's rights to completed Work (and to any Work
2532 continuing in the event of a partial termination) shall be unaffected in the event of a termination under
2533 this Paragraph 34. By way of example and without limiting County's other rights hereunder, this
2534 includes:

2535 34.3.1 County shall have the right, for all Users, and to the extent necessary to
2536 continue operations, to the continued use of all Object Code versions of the System Software for the
2537 remainder of the term of the System Software license granted to County pursuant to Paragraph 10.2
2538 (License), and County shall have the right to allow County Staff, Contractors and all Users to utilize all
2539 such Object Code versions and related Documentation; and

2540 34.3.2 County shall have the rights set forth in Paragraphs 10.2 (License) and 10.3
2541 (Source Code) to access and use the Source Code as set forth therein, including the right to modify
2542 all source and Object Code versions of the System Software after such time as one of the Release
2543 Conditions has occurred which would permit County to use the Source Code.

2544 34.4 Nothing in this Paragraph 34 shall be deemed to prejudice any right of Contractor to
2545 make a claim against County in accordance with applicable law and regular County procedures for
2546 payment for work performed through the effective date of County's termination of this Agreement for
2547 convenience.

2548 34.5 For a period of five (5) years after final settlement under this Agreement, Contractor
2549 shall make available to County, at all reasonable times, all its books, records, documents, or other
2550 evidence bearing on the costs and expenses of Contractor under this Agreement with respect to the
2551 termination of work hereunder. All such material shall be maintained by Contractor at a location in
2552 Los Angeles County, provided that if such material is located outside Los Angeles County, then, at
2553 County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County
2554 to examine, audit, excerpt, copy or transcribe such material at such other location.

2555 **35. POST-TERMINATION PROCEDURE**

2556 35.1 General. Upon receipt of a notice of termination from County, or otherwise at the end of
2557 the Term, and except to the extent otherwise expressly directed by County, in addition to those
2558 obligations set forth in Paragraph 32 (Termination for Default) and elsewhere in this Agreement,
2559 Contractor shall:

2560 35.1.1 Stop Work under this Agreement on the date and to the extent specified in such
2561 notice if applicable;

2562 35.1.2 Allow County to exercise its rights to use the License on a royalty free basis.

2563 35.1.3 Return to County all County Materials and County Confidential Data that relate
2564 to that portion of the Agreement and work terminated by County;

2565 35.1.4 Transfer title and deliver to County all other completed Work and Work in
2566 process not including title as described in 35.1.2 above; and

2567 35.1.5 Complete performance of such part of the Work as shall not have been
2568 terminated by such notice on a timely basis and otherwise fully in accordance with Agreement.

2569 35.2 Transition Services. Contractor understands and agrees that County has obligations
2570 that it cannot satisfy without use of the System or an equivalent system, and that a failure to satisfy
2571 such obligations could result in irreparable injury to County and the patients and other entities it
2572 serves. Contractor agrees that upon notice of termination of this Agreement, or otherwise
2573 commencing one hundred and twenty (120) days prior to the natural expiration hereof, Contractor
2574 shall perform transition services as set forth in Task 11.0 (System Close-Out/Shut-Down) of the
2575 Statement of Work, and shall invoice County for such transition services determined in accordance
2576 with the rate for Fixed Price Professional Services as set forth in Exhibit C (Price and Schedule of
2577 Payments), in accordance with a transition plan to be agreed upon, in advance, by County's Project
2578 Director and Contractor's Project Director. Contractor further agrees that in the event County
2579 terminates the Agreement for any breach by Contractor (e.g., pursuant to Paragraphs 32 (Termination
2580 for Default) or Paragraph 33 (Termination for Improper Consideration) or for breach of Contractor's
2581 warranty against infringement in the event that the remedies under Paragraph 15.2 are not timely
2582 provided to County by Contractor)), Contractor shall perform all such transition services at its own
2583 expense. In connection with the provision of any transition services pursuant to this Paragraph 35.2,
2584 Contractor shall provide to County's Project Director, on request by County's Project Director,
2585 documentation that reasonably details the source and amount of the expenses Contractor purports to
2586 have incurred in the provision of such transition services.

2587 35.3 Nothing in this Paragraph 35 shall be deemed to prejudice any right of Contractor to
2588 make a claim against County in accordance with applicable law and regular County procedures for
2589 payment for Work performed through the effective date of County's termination of this Agreement for
2590 convenience.

2591 **36. NOTICE OF DELAYS**

2592 In the event Contractor determines at any time that failure, delay or inadequacy of
2593 performance of any of County's obligations or decisions and directions by County with regard to the
2594 conduct or management of the Work hereunder may prevent or tend to prevent Contractor from
2595 completing any of Contractor's obligations in a timely manner or may cause or tend to cause
2596 Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following

2597 such determination (and without limiting Contractor's obligation of prompt notification, in any event
2598 within fifteen (15) days following such determination), notify County's Project Director in writing, which
2599 notice shall specify in reasonable detail: (1) any alleged failure, delay or inadequacy of performance
2600 by County and (2) to the best knowledge of Contractor after due inquiry and analysis, the estimated
2601 impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations,
2602 including, any estimated delay and any estimated amount of additional or unanticipated costs or
2603 expenses that may be incurred. In the event that Contractor fails to fulfill any of its obligations in a
2604 timely manner as a direct result of a failure, delay or inadequacy of performance of any of County's
2605 obligations after timely written notice to County by Contractor of such failure, delay or inadequacy of
2606 performance, then the date for Contractor's completion of such obligation may be appropriately
2607 extended, as determined in the sole discretion of County's Project Director in accordance with
2608 Paragraph 6.6. Contractor shall take all reasonable actions to mitigate or reduce any delays. In the
2609 event Contractor fails to notify County in writing of any alleged failure, delay or inadequacy of
2610 performance in a timely manner as set forth in this Paragraph 36, Contractor shall not be entitled to
2611 rely upon such alleged failure, delay or inadequacy of performance for any purpose whatsoever,
2612 including, but not limited to, as a purported justification for either: (1) claiming that Contractor is
2613 entitled to receive any additional payments from County hereunder or (2) failing to fulfill any of
2614 Contractor's obligations in a timely manner. This Paragraph 36 shall not be interpreted or construed
2615 as expanding in any manner or to any extent the financial obligations of County under this Agreement.

2616 **37. CONFLICT OF INTEREST**

2617 37.1 No County Staff whose position with County enables such person to influence the
2618 award of this Agreement or any competing agreement, and no spouse or economic dependent of
2619 such County Staff, shall be employed in any capacity by Contractor or any Subcontractor have any
2620 other direct or indirect financial interest in this Agreement. No officer or employee of Contractor or
2621 any Subcontractor, who may financially benefit from the performance of Work hereunder, shall in any
2622 way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to
2623 unlawfully influence County's approval or ongoing evaluation of such Work.

2624 37.2 Contractor and all Subcontractors shall comply with all conflict of interest laws,
2625 ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor
2626 warrants that it is not now aware of any facts which do or could create a conflict of interest. If
2627 Contractor hereafter becomes aware of any facts which might reasonably be expected to create a
2628 conflict of interest, it shall immediately make full written disclosure of such facts to County. Full
2629 written disclosure shall include, but is not limited to, identification of all persons implicated and a
2630 complete description of all relevant circumstances.

2631 37.3 Failure by Contractor to comply with the provisions of this Paragraph 37 shall constitute
2632 a material breach of this Agreement.

2633 **38. DAMAGE TO COUNTY PROPERTY**

2634 38.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to
2635 County Facilities, buildings or grounds caused by Contractor or employees, agents or Subcontractors
2636 of Contractor. Such repairs shall be made immediately after Contractor has become aware of such
2637 damage, but in no event later than thirty (30) days after the earlier of discovery by Contractor or notice
2638 to Contractor of discovery by County.

2639 38.2 Contractor at its own cost, shall repair, cause to be repaired, or replace at County's
2640 sole discretion, any and all County property that is damaged by Contractor, or employees or agents of
2641 Contractor including any Subcontractor, directly or indirectly including but not limited to System

2642 Software, hardware, office machines, office equipment, and/or furniture. Such repairs or
2643 replacements shall be made immediately after Contractor has become aware of such damage, but in
2644 no event later than thirty (30) days after the earlier of discovery by Contractor or notice to Contractor
2645 of discovery by County.

2646 38.3 If Contractor fails to make timely repairs pursuant to this Paragraph 38, County may
2647 make any necessary repairs. All costs incurred by County, as determined by County, for such repairs
2648 shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's
2649 other rights and remedies provided by law or under this Agreement, County may deduct such costs
2650 from any amounts due to Contractor from County under this Agreement.

2651 **39. UNLAWFUL SOLICITATION**

2652 Contractor shall inform all of its employees who provide services hereunder of the provisions
2653 of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and
2654 Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper
2655 for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that
2656 there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral
2657 service of all those bar associations within Los Angeles County that have such a service.

2658 **40. OTHER PROVIDERS**

2659 Contractor acknowledges that Contractor is not necessarily the exclusive provider to County of
2660 the System and related services as described hereunder or otherwise, and that County has, or may
2661 enter into, contracts with other providers.

2662 **41. RESOLICITATION OF BIDS OR PROPOSALS**

2663 41.1 Contractor acknowledges that, prior to the expiration or earlier termination of this
2664 Agreement, County, in its sole discretion, may exercise its right to invite bids or request proposals for
2665 the continued provision of the goods and services delivered or contemplated under this Agreement.
2666 DMH shall make the determination to re-solicit bids or request proposals in accordance with
2667 applicable County and DMH policies.

2668 41.2 Contractor acknowledges that County, in its sole discretion, may enter into a contract
2669 for the future provision of goods and services, based upon the bids or proposals received, with a
2670 provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no
2671 greater right to be selected through any future invitation for bids or request for proposals by virtue of
2672 its present status as Contractor.

2673 **42. CONTRACTOR'S OFFICES**

2674 Contractor's business offices are located at 3500 Sunrise Highway, Suite D-122, Great River,
2675 NY 11739. Contractor shall notify in writing Department of Mental Health, Chief Information Office
2676 Bureau, 695 South Vermont Avenue, 7th Floor, Los Angeles, California, 90005, of any change in its
2677 business address at least ten (10) days prior to the Effective Date thereof.

2678 **43. VALIDITY**

2679 The invalidity in whole or in part of any provision of this Agreement shall not void or affect the
2680 validity of any other provision, unless the essential purposes of this Agreement shall be materially
2681 impaired thereby.

2682 **44. RESTRICTIONS ON LOBBYING**

2683 Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles
2684 County Code Section 2.160.010, retained by Contractor, shall fully comply with County Lobbyist
2685 Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County
2686 lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance
2687 shall constitute a material breach of this Agreement upon which County may immediately terminate or
2688 suspend this Agreement.

2689 To the extent Federal funds are to be used to pay for a portion of Contractor's Work under this
2690 Agreement, Contractor shall also fully comply with all certification and disclosure requirements
2691 prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any
2692 implementing regulations, and shall ensure that each of its Subcontractors receiving funds provided
2693 under this Agreement also fully comply with all such certification and disclosure requirements.

2694 **45. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS/OR RE-**
2695 **EMPLOYMENT LIST**

2696 Should Contractor require additional or replacement personnel after the Effective Date to
2697 perform the Work set forth herein, Contractor shall give first consideration for such employment
2698 openings to qualified, permanent County employees who are targeted for layoff or qualified, former
2699 County employees who are on a re-employment list during the Term.

2700 **46. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

2701 Should Contractor require additional or replacement personnel after the Effective Date,
2702 Contractor shall give consideration for any such employment openings to participants in County's
2703 Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General
2704 Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the
2705 open position. For this purpose, consideration shall mean that Contractor will interview qualified
2706 candidates. County will refer GAIN/GROW participants by job category to Contractor.

2707 In the event that both laid-off County employees and GAIN/GROW participants are available
2708 for hiring, County employees shall be given first priority.

2709 **47. NONDISCRIMINATION IN SERVICES**

2710 47.1 Contractor shall not discriminate in the provision of Work hereunder because of race,
2711 color, religion, national origin, ancestry, sex, age, physical or mental handicap, marital status, sexual
2712 orientation or political affiliation in accordance with all applicable requirements of federal and state
2713 law. For the purpose of this Paragraph 47, discrimination in the provision of Work may include, the
2714 following: denying any person any service or benefit or the availability of the facility, providing any
2715 service or benefit to any person which is not equivalent or is not provided in an equivalent manner or
2716 at an equivalent time to that provided to others; subjecting any person to segregation or separate
2717 treatment in any manner related to the receipt of any service; restricting any person in any way in the
2718 enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and
2719 treating any person differently from others in determining admission, enrollment quota, eligibility,
2720 membership, or any other requirements or conditions which persons must meet in order to be
2721 provided any service or benefit.

2722 47.2 Contractor shall ensure that recipients of Work under this Agreement are provided
2723 such Work without regard to race, color, religion, national origin, ancestry, sex, age, condition of
2724 physical or mental handicap, marital status, sexual orientation, or political affiliation.

2725 **48. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE**

2726 Contractor shall use reasonable efforts to ensure that no employee will perform Work
2727 hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other
2728 substance, whether prescribed or otherwise, which might impair such person's physical or mental
2729 performance.

2730 **49. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER**

2731 Contractor recognizes that County provides services essential to the residents of the
2732 communities it serves, and that the services offered by the Department are of particular importance at
2733 the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other
2734 provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest,
2735 natural disaster or similar event is not excused if such performance remains physically possible
2736 without related danger to Contractor's or its Subcontractors' employees and suppliers. During any
2737 such event in which the health or safety of any of Contractor's staff members would be endangered by
2738 performing their services on-site, such staff members may perform any or all of their services
2739 remotely. Failure to comply with this requirement shall be considered a material breach of this
2740 Agreement by Contractor, for which County may immediately terminate this Agreement.

2741 **50. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
2742 **COMPLIANCE PROGRAM**

2743 Contractor acknowledges that County has established a goal of ensuring that all individuals
2744 who benefit financially from County through contract are in compliance with their court-ordered child,
2745 family, and spousal support obligations in order to mitigate the economic burden otherwise imposed
2746 upon County and its taxpayers.

2747 As required by County's Child Support Compliance Program (CSCP) (County Code Chapter
2748 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable
2749 provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this
2750 Agreement maintain in compliance with employment and wage reporting requirements as required by
2751 the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance
2752 Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings
2753 Orders or Child Support Service Department (CSSD) Notices of Wage and Earnings Assignment for
2754 Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family
2755 Code Section 5246(b).

2756 **51. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
2757 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

2758 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 50
2759 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute
2760 default under this Agreement. Without limiting the rights and remedies available to County under any
2761 other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar
2762 days of written notice shall be grounds upon which County may terminate this Agreement pursuant to
2763 Paragraph 32 (Termination for Default) and pursue debarment of Contractor, pursuant to County
2764 Code Chapter 2.202.

2765 **52. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD**
2766 **SUPPORT ENFORCEMENT**

2767 Contractor acknowledges that County places a high priority on the enforcement of child
2768 support laws and the apprehension of child support evaders. Contractor understands that it is
2769 County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted:
2770 Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child
2771 Support Services Department ("CSSD") will supply Contractor with the poster to be used.

2772 **53. DELIVERY AND RISK OF LOSS**

2773 Contractor shall bear the full risk of loss due to total or partial destruction of the System as
2774 follows:

2775 53.1 In the case of any System Component to be installed by County, until such item has
2776 been unloaded by the carrier at the destination County Facility and signed for by County; and

2777 53.2 In the case of any System Component to be installed by Contractor or any third party,
2778 until such item is installed at its respective designated County Facilities, and approved by County,
2779 except that County shall bear the full risk of any damage or destruction of any item of System
2780 Software which occurs commencing at the time such item has been unloaded by the carrier at the
2781 destination site and signed for by County, and ending at the time Contractor or third party commences
2782 to unpack the item at the respective designated site.

2783 **54. ACCESS TO COUNTY FACILITIES**

2784 Contractor, its employees and agents, will be granted access to County Facilities, subject to
2785 Contractor's prior notification to County's Project Director, for the purpose of executing Contractor's
2786 obligations hereunder. Access to County Facilities shall be restricted to normal business hours on
2787 Working Days. Access to County Facilities outside of normal business hours and on other than
2788 Working Days must be approved in writing in advance by County's Project Director, which approval
2789 will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other
2790 rights in County Facilities. While present at County Facilities, Contractor's personnel shall be
2791 accompanied by County personnel at all times, unless this requirement is waived in writing prior to
2792 such event by County's Project Director.

2793 **55. COUNTY FACILITY OFFICE SPACE**

2794 In order for Contractor to perform services hereunder and only for the performance of such
2795 services, County will, subject to County's standard administrative and security requirements, provide
2796 Contractor with office space and equipment, as determined in the sole judgment of County's Project
2797 Director, at County Facilities, on a non-exclusive use basis. County shall also provide Contractor with
2798 reasonable telephone service in such office space for use only for purposes of this Agreement.
2799 County disclaims any and all responsibility for the loss, theft or damage of any property or material left
2800 at such County office space by Contractor or any Subcontractor or their respective personnel or
2801 agents. Contractor shall comply with County safety and security policies and practices while on
2802 County property.

2803 **56. SYSTEM USE**

2804 Following installation by Contractor and prior to Final System Acceptance by County, County
2805 shall have the right to use, in a Production Use mode, any completed portion of the System, without

2806 any additional cost to County where County determines that it is necessary for County operations.
2807 Such Production Use shall not restrict Contractor's performance under this Agreement and shall not
2808 be deemed Final System Acceptance.

2809 **57. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES**

2810 Contractor shall obtain and maintain in effect during the Term all licenses, permits,
2811 registrations, accreditations, and certificates required by all Federal, State, and local laws, ordinances,
2812 rules, regulations, guidelines, and directives, which are applicable to Contractor's services under this
2813 Agreement. Contractor shall further ensure that all of its officers, employees, agents, and
2814 Subcontractors who perform services hereunder, shall obtain and maintain in effect during the Term
2815 all licenses, permits, registrations, accreditations, and certificates which are applicable to their
2816 performance hereunder. A copy of each such license, permit, registration, accreditation, and
2817 certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations,
2818 guidelines, and directives shall be provided, in duplicate, to Department of Mental Health, Chief
2819 Information Office Bureau, 695 South Vermont Avenue, 7th Floor, Los Angeles, California, 90005.

2820 **58. PHYSICAL ALTERATIONS**

2821 Contractor shall not in any way physically alter or improve any County Facility without the prior
2822 written approval of Director, County's Project Director, County's Project Manager, and County's
2823 Director of Internal Services Department, in their sole discretion. Any such alterations without the
2824 requisite approval may, at County's discretion, be treated as damage pursuant to Paragraph 38
2825 (Damage to County Property).

2826 **59. DISPUTE RESOLUTION PROCEDURE**

2827 59.1 Contractor and County agree to act immediately to mutually resolve any disputes which
2828 may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this
2829 Paragraph 59. Time is of the essence in the resolution of disputes.

2830 59.2 Contractor and County agree that, the existence and details of a dispute
2831 notwithstanding, both parties shall continue without delay their performance hereunder, except for any
2832 performance which County, in its sole discretion, determines should be delayed as a result of such
2833 dispute.

2834 59.3 If Contractor fails to continue without delay its performance hereunder which County, in
2835 its sole discretion, exercised in good faith, determines should not be delayed as a result of such
2836 dispute, then any additional costs which may be incurred by Contractor or County as a result of
2837 Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make
2838 no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for
2839 such County costs, as determined by County, or County may deduct all such additional costs from
2840 any amounts due to Contractor from County.

2841 59.4 If County fails to continue without delay to perform its responsibilities under this
2842 Agreement which County, in its sole discretion, determines should not be delayed as a result of such
2843 dispute, then any additional costs incurred by Contractor or County as a result of County's failure to
2844 continue to so perform shall be borne by County, and County shall make no claim whatsoever against
2845 Contractor for such costs. County shall promptly reimburse Contractor for all such additional
2846 Contractor costs subject to the approval of such costs by County.

2847 59.5 In the event of any dispute between the parties with respect to this Agreement,
2848 Contractor and County shall submit the matter to their respective Project Managers for the purpose of
2849 endeavoring to resolve such dispute.

2850 59.6 In the event that the Project Managers are unable to resolve the dispute within a
2851 reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the
2852 matter shall be immediately submitted to the parties' respective Project Directors (with a copy to the
2853 Director) for further consideration and discussion to attempt to resolve the dispute.

2854 59.7 In the event that the Project Directors are unable to resolve the dispute within a
2855 reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the
2856 matter shall be immediately submitted to Contractor's Vice President or General Manager and
2857 County's Chief Deputy Director, Department of Mental Health. These persons shall have ten (10) days
2858 to attempt to resolve the dispute.

2859 59.8 In the event that Contractor's Vice President or General Manager and County's Chief
2860 Deputy to the Director are unable to resolve the dispute within a reasonable time not to exceed ten
2861 (10) days from the date of submission of the dispute, then the matter shall be immediately submitted
2862 to Contractor's President and the Director. These persons shall have ten (10) days to attempt to
2863 resolve the dispute.

2864 59.9 In the event that at these levels, there is not a resolution of the dispute acceptable to
2865 both parties, then each party may assert its other rights and remedies provided under this Agreement
2866 and/or its rights and remedies as provided by law.

2867 59.10 All disputes utilizing this dispute resolution procedure shall be documented in writing by
2868 each party and shall state the specifics of each alleged dispute and all actions taken. The parties
2869 shall act in good faith to resolve all disputes. At all four (4) levels described in this Paragraph 59, the
2870 efforts to resolve a dispute shall be undertaken by conference between the parties' respective
2871 representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of
2872 correspondence.

2873 59.11 Notwithstanding any other provision of this Agreement, County's right to terminate this
2874 Agreement pursuant to Paragraph 31 (Termination for Insolvency), Paragraph 32 (Termination for
2875 Default), Paragraph 33 (Termination for Improper Consideration), Paragraph 34 (Termination for
2876 Convenience), or any other termination provision hereunder, and County's right to seek injunctive
2877 relief to enforce the provisions of Paragraphs 21 (Proprietary Considerations) and 20 (Confidentiality),
2878 shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only
2879 as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may
2880 have against County or Contractor's rights to assert such claims after any such termination or such
2881 injunctive relief has been obtained.

2882 **60. NEW TECHNOLOGY**

2883 Contractor and County acknowledge the probability that the technology applicable to the
2884 System will change and improve during the Term. County desires the flexibility to incorporate into the
2885 System new technologies as they may become available. Accordingly, Contractor's Project Manager
2886 shall, promptly upon discovery and on a continuing basis, apprise County's Project Manager of all
2887 such new technologies. Specifically, upon County's request, Contractor shall provide, in writing, a
2888 description of such new technologies, methodologies and techniques, indicating the advantages and
2889 disadvantages of incorporating same into the System, and provide an estimate of the impact such
2890 incorporation will have on the performance, scheduling, and price of the System. County, at its sole

2891 discretion, may request that this Agreement be amended to incorporate the new technologies,
2892 methodologies and techniques into the System pursuant to the provisions of Paragraph 6 (Change
2893 Notices and Amendments). For clarity, nothing in this Paragraph 60 is intended to limit Contractor's
2894 obligations in respect of Maintenance and Support Services.

2895 **61. NOTICES**

2896 All notices or demands required or permitted to be given or made under this Agreement shall
2897 include the Agreement number as assigned by County and, unless otherwise specified, shall be in
2898 writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand
2899 with signed receipt; (2) by first-class registered or certified mail, postage prepaid, or (3) by facsimile or
2900 electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by
2901 first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of
2902 signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as
2903 set forth above, or on the date of facsimile or electronic mail transmission if followed by timely
2904 confirmation mailing. Addresses may be changed by either party giving ten (10) days prior written
2905 notice thereof to the other party.

2906 Director shall have the authority to issue all notices or demands which are required or
2907 permitted by County under this Agreement.

2908

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

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

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

To Contractor:

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

2909 Each party may change the names of the people designated to receive notices pursuant to this
2910 Paragraph 61 by giving written notice of change to the other party, subject to County's right of
2911 approval in accordance with Paragraph 3.3 (Approval of Contractor's Staff).

2912 **62. NO THIRD PARTY BENEFICIARIES**

2913 Notwithstanding any other provision of this Agreement, Contractor and County do not in any
2914 way intend that any person or entity shall acquire any rights as a third party beneficiary of this
2915 Agreement, except that this provision shall not be construed to diminish Contractor's indemnification
2916 obligations hereunder.

2917 **63. MOST FAVORED PUBLIC ENTITY**

2918 If Contractor's prices decline, or should Contractor, at any time during the Term, provide the
2919 same goods or services under similar quantity and delivery conditions to the State of California or any
2920 county, municipality or district of the State at prices below those set forth in this Agreement, then such
2921 lower prices shall be extended immediately to County. County shall have the right to utilize a County
2922 auditor to verify Contractor's compliance with this Paragraph 63 by review of Contractor's books and
2923 records.

2924 **64. MOST FAVORED COUNTY DEPARTMENT OR AGENCY**

2925 This provision applies only to the software products and services listed in the Exhibits to this
2926 Agreement and included in the description of the System, Application Software, and System Software.
2927 Contractor will make available to County departments and agencies, under the same general terms
2928 and conditions of this Agreement, or any other software product or service that is generally available
2929 to its customers, now or in the future, subject to any changes that are needed to address the terms on
2930 which that specific software or service is marketed to customers (e.g., pricing, duration of use, or
2931 similar product or service specific terms).
2932

2933 **65. COUNTY'S QUALITY ASSURANCE PLAN**

2934 County or its agent will evaluate Contractor's performance under this Agreement on not less
2935 than an annual basis. Such evaluation will include assessing Contractor's compliance with all terms
2936 and performance standards of this Agreement. Deficiencies or other failures or delays in Contractor's
2937 performance hereunder which County determines are severe or continuing and that may place
2938 performance of this Agreement in jeopardy if not corrected will be reported to the Board. The report
2939 will include improvement and corrective action measures taken by County and Contractor. If
2940 improvement does not occur consistent with the corrective action measures, County may terminate
2941 this Agreement, in whole or in part, or impose other penalties as specified in this Agreement.
2942

2943 **66. CAPTIONS AND PARAGRAPH HEADINGS**

2944 Captions and paragraph headings used in this Agreement are for convenience only and are
2945 not a part of this Agreement and shall not be used in construing this Agreement.

2946 **67. ARM'S LENGTH NEGOTIATIONS**

2947 This Agreement is the product of arm's length negotiation between Contractor and County.
2948 Each party has had the opportunity to receive advice from independent counsel of its own choosing,
2949 by Timothy M. Donovan, Esq., in the case of Contractor, and Andrea Sheridan Ordin, County
2950 Counsel, by Jose Silva, Esq., Deputy County Counsel and outside counsel, Eric Clarke, Esq., in the
2951 case of County. This Agreement is to be interpreted fairly as between the parties, and not strictly
2952 construed as against either party.

2953 **68. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

2954 Contractor shall notify its employees, and shall require each Subcontractor to notify its
2955 employees, that they may be eligible for the federal earned income credit under the federal income
2956 tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal
2957 Revenue Service Notice 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or
2958 from the IRS website at www.irs.gov.

2959 **69. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED**
2960 **PROGRAM**

2961 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded
2962 from providing services under any health care program funded by the Federal government, directly or
2963 indirectly, in whole or in part, and that Contractor shall notify Director within thirty (30) days in writing
2964 of: (1) any event that would require Contractor or a staff member's mandatory exclusion from
2965 participation in a federally funded health care program; and (2) any exclusionary action taken by any
2966 agency of the federal government against Contractor or one or more staff members barring it or the
2967 staff members from participation in a federally funded health program, whether such bar is direct or
2968 indirect, or whether such bar is in whole or in part.

2969 Contractor shall indemnify and hold County Indemnitees in accordance with Paragraph 15.1
2970 (General Indemnification) harmless against any and all Liabilities County may suffer arising from any
2971 federal exclusion of Contractor or its staff members from such participation in a federally funded
2972 health program.

2973 Failure by Contractor to meet the requirements of this Paragraph 69 shall constitute a material
2974 breach of contract upon which County may immediately terminate or suspend this Agreement.

2975 **70. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

2976 70.1 A responsible contractor is a contractor who has demonstrated the attribute of
2977 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the terms
2978 of the Agreement. It is County's policy to conduct business only with responsible contractors.

2979 70.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles
2980 County Code (see Exhibit Q (Determinations of Contractor Non-Responsibility and Contractor
2981 Debarment Ordinance) and Exhibit O (Listing of Contractors Debarred in Los Angeles County)), if
2982 County acquires information concerning the performance of Contractor on this or in other agreements

2983 which indicates that Contractor is not responsible, County may, in addition to other remedies provided
2984 in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or
2985 performing work on County contracts for a specified period of time not to exceed five (5) years, but
2986 may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or
2987 all existing agreements Contractor may have with the County.

2988 70.3 County may debar Contractor if County's Board of Supervisors finds, in its discretion,
2989 that Contractor has done any of the following: (1) violated any material term of an agreement with
2990 County or a nonprofit corporation created by the County, (2) committed any act or omission which
2991 negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County or any
2992 other public entity, or nonprofit corporation created by County, or engaged in a pattern or practice
2993 which negatively reflects on same, (3) committed an act or offense which indicates a lack of business
2994 integrity or business honesty, or (4) made or submitted a false claim against the County or any other
2995 public entity.

2996 70.4 If there is evidence that Contractor may be subject to debarment, the Department will
2997 notify Contractor in writing of the evidence which is the basis for the proposed debarment and will
2998 advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing
2999 Board.

3000 70.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
3001 debarment is presented. The Contractor and/or the Contractor's representative shall be given an
3002 opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall
3003 prepare a tentative proposed decision, which shall contain a recommendation regarding whether the
3004 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The
3005 Contractor and the Department shall be provided an opportunity to object to the tentative proposed
3006 decision prior to its presentation to the Board of Supervisors.

3007 70.6 After consideration of any objections, or if no objections are submitted, a record of the
3008 hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall
3009 be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify,
3010 deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

3011 70.7 If Contractor has been debarred for a period longer than five (5) years, then Contractor
3012 may, after the debarment has been in effect for at least five (5) years, submit a written request for
3013 review of the debarment determination to reduce the period of debarment or terminate the debarment.
3014 County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds
3015 that such Contractor has adequately demonstrated one or more of the following: (1) elimination of the
3016 grounds for which the debarment was imposed; (2) a bona fide change in ownership or management;
3017 (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the
3018 best interests of the County.

3019 70.8 The Contractor Hearing Board will consider a request for review of a debarment
3020 determination only where: (1) the requesting contractor has been debarred for a period longer than
3021 five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in
3022 writing, states one or more of the grounds for reduction of the debarment period or termination of the
3023 debarment, and includes supporting documentation. Upon receiving an appropriate request, the
3024 Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the
3025 Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of
3026 debarment period or termination of debarment is presented. This hearing shall be conducted and the
3027 request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a
3028 debarment hearing.

3029 70.9 The Contractor Hearing Board's proposed decision shall contain a recommendation on
3030 the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing
3031 Board shall present its proposed decision and recommendation to County's Board of Supervisors.
3032 County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision
3033 and recommendation of the Contractor Hearing Board.

3034 70.10 These terms shall also apply to Contractor's Subcontractors, consultants and partners
3035 of Contractor performing work under this Agreement.

3036 70.11 Exhibit O (Listing of Contractors Debarred in Los Angeles County) provides a link to
3037 the County's website where there is a listing of Contractors that are currently on the Debarment List
3038 for Los Angeles County.

3039 **71. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND**
3040 **VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART**
3041 **76):**

3042 Contractor hereby acknowledges that the County is prohibited from contracting with and
3043 making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose
3044 principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.
3045 By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers,
3046 partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from
3047 securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to
3048 its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director, or other
3049 principal of any Subcontractor is currently suspended, debarred, ineligible, or excluded from securing
3050 federally funded contracts. Contractor shall immediately notify County in writing, during the Term of
3051 this Agreement, should it or any of its Subcontractors or any principals of either be suspended,
3052 debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to
3053 comply with this provision shall constitute a material breach of this Agreement upon which the County
3054 may immediately terminate or suspend this Agreement.

3055 **72. ASSIGNMENT BY COUNTY**

3056 This Agreement may be assigned in whole or in part by County, without the further consent of
3057 Contractor, to a party which is not a competitor of Contractor and which agrees in writing to perform
3058 County's obligations under this Agreement.

3059 **73. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH**
3060 **INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH**
3061 **INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT**

3062 County is subject to the Administrative Simplification requirements of the Health Insurance
3063 Portability and Accountability Act of 1996 and the Health Information Technology for Economic and
3064 Clinical Health Act, and regulations promulgated thereunder, including without limitation the Standards
3065 for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health
3066 Insurance Reform: Security Standards ("the Security Regulations") codified at 45 C.F.R. Parts 160
3067 and 164 (collectively the "Privacy and Security Regulations"). Under this Agreement, Contractor
3068 provides, and County receives Work which provides Contractor with access to Protected Health
3069 Information as such term is defined in the Business Associate Agreement attached hereto as Exhibit
3070 M (Business Associate Agreement). Contractor understands and agrees that its Work hereunder
3071 subjects Contractor and any applicable Subcontractors to the requirements of the Privacy and

3072 Security Regulations and the HITECH Act, and covenants, represents, and warrants that each of
3073 them shall execute and strictly comply with the terms of the Business Associate Agreement.
3074

3075 **74. PURCHASING RECYCLED-CONTENT BOND PAPER**

3076 Consistent with County's Board of Supervisors' policy to reduce the amount of solid waste
3077 deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent
3078 possible in the services to be performed by Contractor under this Agreement.

3079 **75. AUTHORIZATION WARRANTY**

3080 Contractor and the undersigned representative thereof hereby each represent and warrant that
3081 the person executing this Agreement for Contractor is an authorized agent who has actual authority to
3082 bind Contractor to each and every term, condition, and obligation of this Agreement and that all
3083 requirements of Contractor have been fulfilled to provide such actual authority.
3084

3085 **76. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF**
3086 **AGREEMENT**

3088 Contractor shall have no claim against County for payment of any money or reimbursement, of
3089 any kind whatsoever, for any service provided by Contractor after the suspension, expiration or other
3090 termination of this Agreement, or for any service provided in an area of terminated or suspended
3091 activity after any partial termination or suspension of this Agreement in such area except in each case
3092 to the extent expressly provided herein. Should Contractor receive any such payment it shall
3093 immediately notify County and shall immediately repay all such funds to County. Payment by County
3094 for services rendered after expiration or termination of the Agreement shall not constitute a waiver of
3095 County's right to recover such payment from Contractor. This provision shall survive the expiration or
3096 other termination of this Agreement.
3097

3098 **77. SAFELY SURRENDERED BABY LAW**

3099 **77.1 Notice To Employees Regarding The Safely Surrendered Baby Law**

3100 Contractor shall notify and provide to its employees, and shall require each Subcontractor to
3101 notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its
3102 implementation in Los Angeles County, and where and how to safely surrender a baby. The fact
3103 sheet is set forth in Exhibit L (Safely Surrendered Baby Law) of this Agreement and is also available
3104 on Internet at www.babysafela.org for printing purposes.

3105 **77.2 Contractor's Acknowledgment Of County's Commitment To The Safely Surrendered**
3106 **Baby Law**

3107 The Contractor acknowledges that the County places a high priority on the implementation of
3108 the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to
3109 encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law"
3110 poster in a prominent position at the Contractor's place of business. A copy of such poster is set forth
3111 in Exhibit L (Safely Surrendered Baby Law). The Contractor will also encourage its Subcontractors, if
3112 any, to post this poster in a prominent position in the Subcontractor's place of business. The County's
3113 Department of Children and Family Services will supply the Contractor with the poster to be used.
3114 Information on how to receive the poster can be found on the Internet at www.babysafela.org.

3115 **78. CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF TOTAL**
3116 **CONTRACT SUM (UNDER CONTRACT PROVISION)**

3117 Contractor shall maintain a system of record keeping that will allow Contractor to determine
3118 when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this event,
3119 Contractor shall send written notification to County's Project Director.

3120 **79. BUDGET REDUCTIONS**

3121 In the event that County's Board of Supervisors adopts, in any fiscal year, a County budget
3122 which provides for reductions in the salaries and benefits paid to the majority of County employees
3123 and imposes similar reductions with respect to County contracts, County reserves the right to reduce
3124 its payment obligation correspondingly for that fiscal year and any subsequent fiscal year and any
3125 subsequent fiscal year during the Term of this Agreement (including any extensions), and the Work to
3126 be provided by Contractor under this Agreement shall also be reduced correspondingly at the
3127 direction of County's Project Director. County's notice to the Contractor regarding said reduction in
3128 payment obligation shall be provided within thirty (30) days of the Board of Supervisors approval of
3129 such actions. Except as set forth in this Paragraph 79, Contractor shall continue to perform all of the
3130 Work set forth in this Agreement.

3131 **80. TIME IS OF THE ESSENCE**

3132 Time is of the essence in Contractor's performance of this Agreement.

3133 **81. SURVIVAL**

3134 In addition to any provisions relating to indemnification obligations of any party hereunder, the
3135 provisions in the following Paragraphs shall survive the expiration or termination of this Agreement for
3136 any reason:

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

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

3137 **82. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

3138
3139 82.1 This Agreement is subject to the provisions of the County's ordinance entitled
3140 Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles
3141 County Code.

3142 82.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain,
3143 retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to
3144 obtain or retain certification as a Transitional Job Opportunity vendor.

3145 82.3 Contractor shall not willfully and knowingly make a false statement with the intent to
3146 defraud, whether by affidavit, report, or other representation, to a County official or employee for the
3147 purpose of influencing the certification or denial of certification of any entity as a Transitional Job
3148 Opportunity vendor.

3149 82.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor
3150 by reason of having furnished incorrect supporting information or by reason of having withheld
3151 information, and which knew, or should have known, the information furnished was incorrect or the
3152 information withheld was relevant to its request for certification, and which by reason of such
3153 certification has been awarded this contract to which it would not otherwise have been entitled, shall:

3154 (i) Pay to the County any difference between the Agreement amount and
3155 what the County's costs would have been if the contract had been properly awarded;

3156 (ii) In addition to the amount described in subdivision (i), be assessed a
3157 penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and

3158 (iii) Be subject to the provisions of Chapter 2.202 of the Los Angeles County
3159 Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

3160 The above penalties shall also apply to any entity that has previously obtained proper
3161 certification, however, as a result of a change in their status would no longer be eligible for
3162 certification, and fails to notify the certifying department of this information prior to responding to a
3163 solicitation or accepting a contract award.
3164

3165 **83. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

3166
3167 83.1 This Agreement is subject to the provisions of the County's ordinance entitled Local
3168 Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County
3169 Code.

3170 83.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain,
3171 attempt to obtain or retain, or aid another in fraudulent obtaining or retaining or attempting to obtain or
3172 retain certification as a Local Small Business Enterprise.

3173 83.3 Contractor shall not willfully and knowingly make a false statement with the intent to
3174 defraud, whether by affidavit, report, or other representation, to a County official or employee for the
3175 purpose of influencing the certification or denial of certification of any entity as a Local Small Business
3176 Enterprise.

3177 83.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason
3178 of having furnished incorrect supporting information or by reason of having withheld information, and
3179 which knew, or should have known, the information furnished was incorrect or the information
3180 withheld was relevant to its request for certification, and which by reason of such certification has
3181 been awarded this Agreement to which it would not otherwise have been entitled, shall:

3182 (i) Pay to County any difference between the Agreement amount and
3183 County's costs would have been if the Agreement had been properly awarded;

3184 (ii) In addition to the amount described in subdivision (i), be assessed a
3185 penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and

3186 (iii) Be subject to the provisions of Chapter 2.202 of the Los Angeles County
3187 Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

3188 The above penalties shall also apply to any business that has previously obtained proper
3189 certification, however, as a result of a change in their status would no longer be eligible for
3190 certification, and fails to notify the state and County's Office of Affirmative Action Compliance (OAAC)
3191 of this information prior to responding to a solicitation or accepting a contract award.

3192
3193 **83.5 Local Small Business Enterprise (SBE) Prompt Payment Program**

3194 Certified Local SBEs will receive prompt payment for services they provide to County
3195 departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed
3196 invoice.

3197 **84. FORCE MAJEURE**

3198 84.1 Neither party shall be liable for such party's failure to perform its obligations under and
3199 in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine
3200 restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of
3201 such party's subcontractors), freight embargoes, or any other cause that is beyond the reasonable
3202 control of such party, but in every such case the failure to perform must be totally beyond the
3203 reasonable control and without any fault or negligence of such party (such events are referred to in
3204 this sub-paragraph as "force majeure events").
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3207 84.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not
3208 constitute a force majeure event, unless such default arises out of causes beyond the control of both
3209 Contractor and such subcontractor, and without any fault or negligence of either of them. In such
3210 case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished
3211 by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to

3212 meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor"
3213 and "subcontractors" mean subcontractors at any tier.

3214 84.3 In the event Contractor's failure to perform arises out of a force majeure event,
3215 Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other
3216 sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such
3217 force majeure event.

3218 **85. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED**
3219 **PROPERTY TAX REDUCTION PROGRAM**

3220 85.1 Contractor acknowledges that County has established a goal of ensuring that all
3221 individuals and businesses that benefit financially from County through contract are current in paying
3222 their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden
3223 otherwise imposed upon County and its taxpayers.

3224 85.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and
3225 certifies that to the best of its knowledge it is now in compliance, and during the Term of this
3226 Agreement will maintain compliance, with the Los Angeles County Code Chapter 2.206.

3227 **86. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
3228 **COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

3229 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 85
3230 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall
3231 constitute default under this Agreement. Without limiting the rights and remedies available to County
3232 under any other provision of this Agreement, failure of Contractor to cure such default within ten (10)
3233 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue
3234 debarment of Contractor, pursuant to County Code Chapter 2.206.

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INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM AGREEMENT

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

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

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

By: Benjamin Zavala
Deputy OCT 18 2011



ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By: Benjamin Zavala
Deputy OCT 18 2011

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By: Jose Silva
Jose Silva
Deputy County Counsel

COUNTY OF LOS ANGELES

By: Mike Antonovich
Mayor, Board of Supervisors

CONTRACTOR

NETSMART TECHNOLOGIES, INC.

By: Joseph McGovern
Signature
Joseph McGovern
Print Name
Executive Vice President
Title
13-3680154
Contractor Taxpayer Identification Number

(AFFIX CORPORATE SEAL HERE)

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

217 OCT 18 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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EXHIBIT A

STATEMENT OF WORK

FOR AN

INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM (IBHIS)



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

DEFINED TERMS

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

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

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

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

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

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

1.0 SCOPE OF WORK

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

- 1.1 Contractor shall perform and provide all services, products and other Work to install, set-up, configure, integrate, train County Staff to use, and otherwise deploy and implement Contractor’s Application Software as set forth in Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements). Any proposed assignment or utilization of County Staff for any Work hereunder must be pre-approved in writing by County’s Project Manager in his or her reasonable discretion.
- 1.2 Contractor shall perform, complete and deliver all Tasks, Deliverables, goods, services and other Work as set forth below or in any attached or referenced document, in full compliance with this Statement of Work. Such Tasks and Deliverables shall include all Custom Programming Modifications, Conversions, Interface development, training, tests, System cutover and System close-out/shut-down services set forth or referenced herein. Also defined in this Statement of Work are those Tasks that involve participation of both Contractor and County. Except to the extent expressly specified as an obligation of County, Contractor shall perform all Tasks and provide all Deliverables set forth herein.

- 1.3 Contractor's Project Manager (and other Contractor staff member's to the extent reasonably requested by County) shall be present at and participate in project related meetings and reviews as set forth herein and as requested by County so as to increase Contractor's understanding of County's business processes and assist Contractor in analyzing, validating and making recommendations which facilitate the completion of project activities. Such recommendations by Contractor shall include, without limitation, recommending practices for business solutions which incorporate County's functional and technical requirements into the System's configuration and recommending System utilization guidelines that increase User productivity and efficiencies.
- 1.4 The System will operate in Contractor's Hosting Environment in accordance with Exhibit D (Service Level Requirements).
- 1.5 The Application Software shall provide functionality as set forth in Exhibit B (Technical Solution Requirements) and otherwise in accordance with the Specifications, including but not limited to:
 - 1.5.1 Clinical functionality to support the delivery of mental health services provided by County Staff;
 - 1.5.2 Client accounting, claims processing and administrative functionality to support the Department's role as a provider of mental health services; and
 - 1.5.3 Administrative claims processing functionality to support the Department's role as a health plan administrator and payor for mental health services delivered via Contract Providers.
- 1.6 Contractor shall assist County in implementing a subset of County's programs, services and Interfaces using all Application Software purchased from Contractor for two (2) pilot tests as described in Task 10.0 (System Cutover) of this Statement of Work.
- 1.7 Contractor shall provide technical consultative support to the County Staff responsible for Application Software configuration and administration throughout all System implementation Tasks to support County in its implementation and roll-out of the System. The implementation Tasks may include, but are not limited to, Application Software administration, data Conversion and System cutover.
- 1.8 The System will be accepted in accordance with Task 10.3 (Final System Acceptance) only upon successful completion of one (1) pilot test using a fully functional, completely integrated System and procedural processing package that meets the requirements and legal mandates of County, while addressing all Specifications set forth in the Agreement.
- 1.9 **System Deficiencies**

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

- 1.9.1 In all cases prior to Production Use, County's Project Manager or his/her designee, in such person's sole judgment, will determine the priority level of a Deficiency and designate it as Level I or Level II Priority, as defined below for purposes of monitoring timely resolution. Upon Contractor's discovery of Deficiency, Contractor shall in each case, promptly obtain County's priority level, which shall be determined by County's Project Manager or his/her designee.
- A. "Level I Priority" means any non-cosmetic Deficiency.
 - B. "Level II Priority" means any cosmetic Deficiency (excluding, for the avoidance of doubt, any Deficiency in appearance which otherwise affects available functionality of the System).
- 1.9.2 All Level I Priority Deficiencies shall be corrected in accordance with this Section 1.9 as a condition precedent to the completion and Acceptance of Task 8.0 (System Tests) and Task 9.3 (Conduct Data Conversion Test) of this Statement of Work and prior to Contractor's cutover of the System to Production Use as set forth in Task 10.0 (System Cutover) of this Statement of Work.
- 1.9.3 At County's sole discretion, correction of a Deficiency can be deferred if County determines the impact does not impair the next stage of the project or does not impact initiating Task 10.0 (System Cutover). Any such election must be in writing and specifically include the Production Use Priority Level in respect of such Deficiency and the required resolution time and date after which Service Credits in accordance with the normal procedures set forth in Section XI (Service Credits) to Exhibit D (Service Level Requirements) will begin to accrue.

2.0 DOCUMENT TOOLS AND FORMATTING

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

- A. The Detailed Work Plan – using County project management standards in accordance with Task 1.3 (Develop and Present Detailed Work Plan) - must additionally be provided in a hard copy format, if requested by County;
- B. All status reports and other Deliverable documents – in both a hard copy format and an electronic copy delivered via e-mail; and
- C. All System Documentation and Training materials – will be delivered electronically in a file format acceptable to County (such acceptable formats including MS-Office® and Adobe® PDF files).

3.0 TASKS AND DELIVERABLES

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

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

TASK 1.0 – PROJECT PLANNING

Task 1.1 – Project Planning

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

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

DELIVERABLE 1.1 – PROJECT PLANNING

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

Task 1.2 – Contractor Staff

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

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

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

- A. The proposed role;
- B. Work experience, including dates (i.e., month and year) of employment;

- C. Relevant education and training, including dates, institution name(s) and location(s); professional certifications and college degrees; and
- D. References for a minimum of three (3) projects which contain the company's name; the contact's name, position, title and current phone number; the project name, with a brief description of the project and staff member's specific assignment, role and responsibilities.

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

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

DELIVERABLE 1.2 – CONTRACTOR STAFF

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

Task 1.3 – Develop and Present Detailed Work Plan

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

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

- A. Project Milestones and Key Deliverables;
- B. Statement of Work Tasks and Deliverables and the detailed lower level Tasks which will comprise each Task set forth in this Statement of Work;
- C. Sequencing and linking of key dependencies between Tasks;
- D. Contractor resource assignment and suggested County assignment, to include in each case the quantity and type of resources and distinguishing between suggested County and designated Contractor resources for all Tasks and Deliverables;
- E. Duration to complete Tasks in eight (8) hour Working Day increments; and
- F. Baseline start and end dates.

DELIVERABLE 1.3 – DETAILED WORK PLAN – Key Deliverable

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

TASK 2.0 – PROJECT STATUS REPORTS

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

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

- A. Actual start and end dates;
- B. Start date and end date variances; and
- C. A separate notation of County's review and Acceptance of each Deliverable.

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

DELIVERABLE 2.0 – PROJECT STATUS REPORTS

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

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

TASK 3.0 – ESTABLISH HOSTING ENVIRONMENT, DELIVER AND LOAD SOFTWARE

Task 3.1 – Establish Hosting Environment

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

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

DELIVERABLE 3.1 – ESTABLISH HOSTING ENVIRONMENT

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

DELIVERABLE 3.1.1 – PREPARE DATA CENTER

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

DELIVERABLE 3.1.2 – PROVIDE DEDICATED NETWORK

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

DELIVERABLE 3.1.3 – PROVIDE SYSTEM ADMINISTRATION PORTAL

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

DELIVERABLE 3.1.4 – CONFIRM HOSTING ENVIRONMENT IS ESTABLISHED

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

DELIVERABLE 3.1.5 – PROVIDE HOSTING SERVICES

Contractor shall provide Hosting Services to County.

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

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

DELIVERABLE 3.2 - APPLICATION SOFTWARE DELIVERY

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

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

DELIVERABLE 3.2.1 – EARLY PROJECT DEVELOPMENT ENVIRONMENT

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

Task 3.3 – Load Baseline Application Software

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

DELIVERABLE 3.3 – LOAD BASELINE APPLICATION SOFTWARE – Key Deliverable

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

Task 3.4 – Synchronize for Application and Database Replication

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

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

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

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

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

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

TASK 4.0 - SYSTEM TRAINING

Task 4.1 – Develop Training Plan

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

A. Contractor shall develop a training plan which includes:

Approach

- (1) Contractor's approach for training, testing, and assessing distinct classes of trainees, based on their respective role-specific System implementation and System support responsibilities as described in Task 4.2 (Conduct Training);
- (2) Contractor's plan and approach for providing on-the-job training for Application Software administration trainees in accordance with Item A(2) of Task 4.2 (Conduct Training);

- (3) Contractor's plan and approach for providing on-the-job training for application trainer trainees in accordance with Item E(1) of Task 4.2 (Conduct Training);
- (4) Contractor's approach for training on security features relative to each trainee's respective implementation and support responsibilities;
- (5) Contractor's approach for providing functionality, operation and troubleshooting training on Peripheral Hardware, elected by County as specified Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) of Exhibit B (Technical Solution Requirements);

Training Schedule

- (6) Contractor's timeline and detailed training schedule which includes dates and times for conducting training. Contractor's timeline must comply with the following timing requirements:
 - (a) Application Software administration training occurs prior to Task 3.3 (Load Baseline Application Software);
 - (b) Interface development training occurs prior to Task 6.0 (Integration);
 - (c) Report/query writer training occurs prior to Task 8.0 (System Tests);
 - (d) Application Software configuration training occurs prior to Task 5.0 (Configure System); and
 - (e) Application trainer training occurs on thirty (30) Working Days notice.
- (7) Contractor's schedule for providing on-the-job training during County Working Day(s), for Application Software administration trainees and application trainer trainees in accordance with Task 4.2 (Conduct Training);

Training Materials, Testing and Assessment

- (8) Contractor's list and description of all training materials and Documentation to be distributed based on the type of training to be provided;
- (9) Contractor's provision for testing all trainees in proportion to the training received;
- (10) Contractor's submission of all scored test results and the test score average for each class within five (5) Working Days of completion for each session;
- (11) Where appropriate or as a result of low test scores, Contractor's provision to repeat training for each distinct class of trainee's described in Task 4.2 (Conduct Training). However, the number of times each class shall be repeated is limited to three (3);
- (12) Contractor's post-training assessment as described in Item E(2) of Task 4.2 (Conduct Training) of all application trainer staff, which shall objectively measure the application trainer's proficiency based on demonstrated ability to train Users (e.g., end-user training) submitted within five (5) Working Days of the completion of each session;

County's Training Environment

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

Recommendations

- (14) Contractor's recommendation for the training environment to be used by Contractor for training County Staff identified in Item B of this Task 4.1 County shall make reasonable accommodations, as determined by County in its sole discretion;
- (15) Contractor's recommendation for the number and type of County Staff required to support the implementation of the System (e.g., super-users) in each of the following operational classifications:
- Administrative Managers
 - Central Office Managers
 - Clinic Operations
 - Clinicians
 - Medical Records Technician
 - Psychiatrists
- (16) Contractor's recommendations to County for determining its approach to training Users during System roll-out; and
- (17) Contractor's recommendations to County for annual, additional and ongoing training specific to each distinct class of trainees, which shall include seminars, web casts, conferences and Contractor or customer-based User groups, identifying dates and locations where known.

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

- (1) Two (2) Application Software administration trainees, for all applicable aspects of Application Software administration, security and operations;
- (2) Two (2) Interface development trainees, for all applicable aspects of Interface development, implementation and deployment;
- (3) Six (6) report/query writer trainees, for all applicable aspects of report and query writing;
- (4) Twenty (20) application configuration trainees, for all applicable aspects of both initial application configuration and on-going Application Software support; and
- (5) Twenty-seven (27) application trainer trainees, utilizing a train-the-trainer approach for all aspects of training County Staff on the Application Software (e.g., end-user training).

DELIVERABLE 4.1 – TRAINING PLAN

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

Task 4.2 – Conduct Training

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

A. Application Software administration training:

- (1) Contractor shall provide comprehensive hands-on classroom training on all administrative System functionality including, but not limited to, activities specific to the support and maintenance of operating systems, servers, Interfaces, hardware peripherals and security, as appropriate, and necessary for the trainee to obtain a detailed working knowledge and competency of the System's capabilities with respect to their respective responsibilities.
- (2) In addition to classroom training, Contractor shall provide on-the-job training to two (2) County Staff on the support and maintenance of the System and throughout all applicable System implementation activities. Such training must be sufficient for the Application Software administration trainees to achieve a proficient level of understanding to immediately operate the Application Software under the guidance and technical support of Contractor at the beginning of the implementation. Further, as a result of the training, such trainees must have the competency to operate the Application Software at System cutover. As part of on-the-job training, Contractor shall allow Application Software administration trainees to shadow Contractor's Application Software administration staff throughout Work set forth in Task 3.0 (Establish Hosting Environment, Deliver and Load Software), Task 9.4 (Conduct Conversion) and make any other necessary provisions to enhance and support trainees' understanding and exposure to Application Software administration.

B. Interface development training:

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

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

C. Report and query writer training:

Contractor shall provide comprehensive hands-on classroom report and query writing training for trainees to obtain a detailed working knowledge of the System Software's report and query writing tools and capabilities and include training activities which provide an understanding of the System Software architecture and data dictionaries.

Upon completion of such training, trainee shall have achieved the competency necessary to develop, maintain, and distribute standard and ad-hoc reports. Such training shall include without limitation, the use of report and query writing tools, on-line or importable graphics, distribution of reports for specific User groups, data export capabilities, and the query application and System Software tables against external data sources.

D. Application configuration training:

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

E. Application trainer training:

- (1) Contractor shall provide comprehensive hands-on classroom training on all Components of the Application Software as appropriate, in order for the trainee to achieve a proficient level of understanding of the Application Software and expertise as a trainer as a prerequisite to training County Staff (e.g., end-users). Contractor shall provide trainees with instruction on how to train Users, how to use scenarios, exercises, User surveys and other tools to assess subject mastery, and how to address questions and issues raised in the classroom. Contractor's instruction shall include other information as reasonably required by County to prepare County's trainer to train Users prior to System cutover. Contractor shall create User training data in County's training environment unless elected otherwise by County.
- (2) In addition to classroom training, Contractor shall participate in User training classes conducted by County's trainers and provide guidance, technical support, instruction and a written assessment for no less than four (4) User training classes, (two (2) for each pilot test), as to each trainer's demonstrated ability to train Users.

DELIVERABLE 4.2 – TRAINING – Key Deliverable

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

Task 4.3 – Training Materials and Documentation

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

- (2) Lesson plans which describe the objective of each session;
 - (3) Time allocations for each System Component;
 - (4) Navigation guide through System Components and functions as they occur during training; and
 - (5) Training exercises which include problem scenarios for County Staff to perform a self assessment of subject mastery prior to testing.
- B. Contractor shall provide Documentation for each trainee in accordance with Section 2.0 (Document Tools and Formatting) of this Statement of Work which shall include:
- (1) An orientation to the System including the interdependency of data between Components;
 - (2) Descriptions of System Software functionality that include screen prints, step-by-step instructions on how to navigate through the System and how to use each function, and a description of all reports associated with each System Component;
 - (3) Instructions on how to access and use online help;
 - (4) Quick reference guides; and
 - (5) Instructions on how to troubleshoot System error messages and respond to System notifications.

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

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

DELIVERABLE 4.3 – TRAINING MATERIALS

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

TASK 5.0 – CONFIGURE SYSTEM

Contractor shall provide consultative guidance and recommended practices and business solutions to support County's configuration and definition of System settings to meet all State clinical documentation, billing, claiming and reporting requirements. Contractor shall review System configuration settings prior to testing to ensure the efficiency and effectiveness of

clinical and business operations in meeting all Specifications, requirements and standards set forth in Exhibit B (Technical Solution Requirements) of this Agreement and federal and state mandates for an Electronic Health Record (EHR).

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

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

DELIVERABLE 5.0 – CONFIGURE SYSTEM

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

TASK 6.0 – INTEGRATION

Task 6.1 – Pre-Defined Interfaces

Task 6.1.1 – Develop Checkwrite File Interface

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

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

Task 6.1.2 – Develop Standard Interfaces

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

Task 6.1.3 – Develop Credentialing Interfaces

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

DELIVERABLE 6.1 – INTEGRATION – Key Deliverable

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

TASK 7.0 – DEVELOP CUSTOM PROGRAMMING MODIFICATIONS

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

DELIVERABLE 7.0 – CUSTOM PROGRAMMING MODIFICATIONS

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

TASK 8.0 – SYSTEM TESTS

Upon the completion of a successful delivery, installation and configuration of the requisite System Components, both Contractor and County shall perform System Tests as provided in this Task 8.0 (hereinafter also separately or cumulatively "System Test(s)") in the testing environment, unless otherwise specified by County. All System Tests shall be repeated until successfully completed in accordance with System Test Acceptance criteria as defined in Task 8.1 (Develop System Test Plan). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

Task 8.1 – Develop System Test Plan

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

DELIVERABLE 8.1 – SYSTEM TEST PLAN

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

Task 8.2 – Conduct Module Tests

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

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

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

DELIVERABLE 8.2 – MODULE TESTS

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

Task 8.3 – Conduct Reporting Tool Tests

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

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

DELIVERABLE 8.3 - REPORTING TOOL TESTS

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

Task 8.4 – Conduct System Integration Test

Ninety (90) Working Days prior to County conducting System integration tests, Contractor shall provide County with a schematic which depicts both data flow and data processing through the System for each Component to facilitate County's development of test scenarios. County shall conduct the System integration test, which is a systematic approach to the testing of the

Hosting Environment, Application Software, County's business policies and workflow procedures and all existing Interfaces prior to Production Use. A complete and comprehensive System integration test must successfully perform all functional requirements, technical requirements and Interfaces and shall include all combinations of input, output and error conditions. Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work and provide consultative technical support and instruction to County Staff during County's development and execution of test scenarios.

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

DELIVERABLE 8.4 - SYSTEM INTEGRATION TEST

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

Task 8.5 – Conduct System Performance Test

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

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

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

DELIVERABLE 8.5 – SYSTEM PERFORMANCE TEST – Key Deliverable

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

result of System performance testing in accordance with Task 8.5 (Conduct System Performance Test).

TASK 9.0 – DATA CONVERSION

Task 9.1 – Develop Data Conversion Plan

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

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

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

- A. Objectives;
- B. Assumptions;
- C. Scope;
- D. Approach (e.g., sample record size, representative data, increasing volume of converted data, conversion process, number of final conversion files);
- E. Schedule;
- F. Responsibilities and resource requirements;
- G. Identification of pre-Conversion requirements (e.g., data definitions and mapping, field formatting, code Conversion);
- H. Data clean-up process, to include definition of methods to be employed to add records to the database if they did not convert successfully;
- I. Data Conversion process flow diagram;
- J. Development of program code in accordance with Task 9.2 (Develop Data Conversion Programs);
- K. Development of Contractor's test plans, to include test scripts, regression testing, test outcome Acceptance criteria, specific sample records to be monitored and controls to

ensure all records were either successfully converted or identified for exception processing;

- L. Iterative results review and resolution of exceptions;
- M. Data Conversion/client migration cutover plan;
- N. Acceptance criteria, to include an acceptance threshold as determined by County; and
- O. Contingency plan.

DELIVERABLE 9.1 – DATA CONVERSION PLAN

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

Task 9.2 – Develop Data Conversion Programs

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

DELIVERABLE 9.2 – DATA CONVERSION PROGRAMS – Key Deliverable

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

Task 9.3 – Conduct Data Conversion Test

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

DELIVERABLE 9.3 – DATA CONVERSION TEST – Key Deliverable

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

Task 9.4 – Conduct Conversion

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

Pursuant to Task 10.2 (Pilot Tests), Contractor shall deliver to County complete and tested System Software, free of all Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work, for Conversion that will allow County to convert and migrate data from the existing IS system to Contractor's System. Contractor shall transition its Conversion procedures and programs to designated County Staff, provide instruction and respond to requests for assistance to ensure that program code can be operated by County Staff. Contractor shall provide technical User Documentation to support and assist County Staff in operating Conversion procedures and programs, including the analysis and resolution of Conversion problems.

DELIVERABLE 9.4 – CONVERSION – Key Deliverable

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

TASK 10.0 – SYSTEM CUTOVER

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

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

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

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

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

Task 10.1 – Develop System Cutover Plan

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

- A. Cutover criteria;
- B. Assumptions;
- C. Approach (e.g., representative data and process to be used);
- D. Responsibilities and resource requirements;
- E. Cutover schedule;
- F. Any additional/necessary details regarding Production Use Deficiency reporting and resolution as set forth in Exhibit D (Service Level Requirements);
- G. Cutover contingency fall-back strategy;
- H. Business Continuity Tests;
- I. Validation of compliance with Response Time Requirements;
- J. Post cutover assessment following the first pilot test; and
- K. Identification of System or environmental modifications as applicable (e.g., adjustments to operating system and Application Software settings, workflow, policies, forms, training materials, Interfaces, migration, hardware, etc.).

DELIVERABLE 10.1 – SYSTEM CUTOVER PLAN

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

Task 10.2 – Pilot Tests

- A. Contractor shall, without limitation:
 - (1) Reassign immediately prior to commencement of Production Use, any outstanding Level II Priority Deficiencies as described in Section 1.9.1 to a new Deficiency Priority Level in accordance with Section VIII.B(5) of Exhibit D (Service Level Requirements). In addition, if in accordance with Section 1.9.3, County elects to permit deferred resolution of any Level I Priority Deficiencies (as described in Section 1.9.1) until after cutover to Production Use, such ongoing Deficiencies shall also receive a new Deficiency Priority Level in accordance with Section VIII.B(5) of Exhibit D (Service Level Requirements);
 - (2) Assign to be on site at County for a period of no less than five (5) Working Days to provide Deficiency resolution during each pilot test, no less than four (4)

Contractor technical staff members who have previously and fully participated at County's site in System configuration, integration, Conversion and testing Tasks including, providing on-the-job Application Software administration training and performing Contractor's Tasks defined in the System Cutover Plan. This period may also be extended as mutually agreed upon by County and Contractor or if at the County's discretion Deficiencies of a Level I or Level II Priority are not resolved;

- (3) Successfully demonstrate compliance of the System with Response Time Requirements in Production Use for each pilot test;
 - (4) Successfully complete Business Continuity Tests for each pilot test; and
 - (5) Monitor the System during Pilot 1 and serve County in a consultative role to resolve workflow, operational, configuration and other issues, and otherwise ensure completion of two (2) successful consecutive monthly claims cycles following System cutover to Production Use.
- B. Two successful consecutive monthly claim(s) cycles meeting the following conditions constitutes completion of the Pilot 1:
- (1) The System operates in accordance with the Specifications and without a Deficiency of Level I Priority or Level II Priority in each case (as defined in Exhibit D (Service Level Requirements)) for no less than ninety (90) Working Days;
 - (2) Claims, including Contract Provider claims, are submitted for all payors, including Medi-Cal claims submitted to the SDMH and Medicare claims submitted to the Medicare Fiscal Intermediary, for which services were delivered during each pilot test;
 - (3) Submitted claims are accepted by both the SDMH with an approval rate at or above ninety-four percent (94%) and by the Medicare Fiscal Intermediary with an approval rate at or above eight-five percent (85%) for services delivered;
 - (4) The remittance advice records for each month's claims received are properly posted in the System; and
 - (5) The Checkwrite file is successfully transmitted to and accepted by the Auditor-Controller.

DELIVERABLE 10.2 – PILOT TESTS

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

Task 10.3 – Final System Acceptance

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

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

- (1) Provide a written proposed solution and schedule that will satisfy all Specifications, subject to the written approval of County's Project Director; and
 - (2) Upon County's Project Director's Acceptance of the proposed plan developed per part (A) immediately above, implement the proposed solution, resolving all Level I and Level II Priority Deficiencies (as defined in Exhibit D (Service Level Requirements)), until such time as County provides Final System Acceptance.
- B. Contractor shall analyze overall implementation results, document its evaluation of the functioning of the System and assess the success and shortcomings of the System implementation efforts following the completion of the first pilot test. Within twenty (20) Working Days of the completion of Pilot 1, Contractor shall prepare and submit to County an initial Post Implementation Evaluation Report (PIER). The PIER shall evaluate the System implementation and cutover process and shall include the following:
- (1) Comparisons/analyses of actual versus planned completion of project Tasks;
 - (2) Anticipated versus actual resources required;
 - (3) Business and systems lessons learned;
 - (4) Pitfalls to avoid in the future;
 - (5) User feedback;
 - (6) Best practice business guidelines that increase User efficiencies;
 - (7) Operational suggestions which aid County in conducting subsequent roll-outs;
 - (8) Suggested guidelines or tools for installing future phases and Enhancements specific to County's operational environment; and
 - (9) Suggested system release methodologies for future Enhancements specific to County's operational environment.
- C. Pilot 2 shall be initiated upon Final System Acceptance. Contractor shall provide updated System cutover procedures to County in writing prior to County's initiation of Pilot 2. Contractor shall monitor the System during Pilot 2 to validate the effectiveness of the procedures for adding service delivery sites and programs to the System, and shall serve County in a consultative role to resolve workflow, operational, configuration and other issues, and otherwise ensure completion of one (1) additional successful monthly claim cycle. Furthermore, in accordance with Attachment A.6 (Contractor's On-site Transitional Application Administrator) Contractor shall assign one (1) Transitional Application Administrator to remain on-site at a designated County Facility for a period of up to twenty-four (24) months to provide System application administration, transition their responsibilities to County, and subsequently provide System support, technical assistance, and consultation to County in a supporting role.

DELIVERABLE 10.3 – FINAL SYSTEM ACCEPTANCE – Key Deliverable

Contractor shall provide updated System cutover procedures, validate the effectiveness of the procedures, ensure completion of one (1) additional successful monthly claim cycle, prepare the PIER in accordance with Task 10.3 (Final System Acceptance) and deliver to County within twenty (20) Working Days of the completion of Pilot 1. Furthermore, in accordance with Attachment A.6 (Contractor's On-site Transitional Application Administrator) Contractor shall assign one (1) Transitional Application Administrator to remain on-site at a designated County

Facility for a period of up to twenty-four (24) months to provide System application administration, transition their responsibilities to County, and subsequently provide System support, technical assistance, and consultation to County in a supporting role.

TASK 11.0 – SYSTEM CLOSE-OUT / SHUT-DOWN

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

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

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

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

DELIVERABLE 11.1 – CLOSE-OUT PLAN

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

DELIVERABLE 11.2 – DATA FILES

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

DELIVERABLE 11.3 – CLAIMS RUN-OUT SERVICES

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

DELIVERABLE 11.4 – AUDIT REQUESTS

If applicable, Contractor will be asked to provide Work to support County's response to audit requests from State or Federal regulators.



ATTACHMENT A.1

AUDITOR-CONTROLLER eCAPS INTERFACES

ATTACHMENT A.1

AUDITOR-CONTROLLER eCAPS INTERFACES

Contractor shall develop the Checkwrite Interface to the Auditor-Controller's eCAPS financial system in accordance with Task 6.1.1 (Develop Checkwrite File Interface) to Exhibit A (Statement of Work).

I. INBOUND INTERFACE SPECS

General Accounting Spending (GAX)

http://lacdmh.lacounty.gov/ibhis/ibhis%20r2%20docs/ecaps/int_gax.pdf

General Accounting Encumbrance Direct (GAED)

http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/int_gaed.pdf

Supplement for GAED and GAX Inbound Interface Designs

http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/gaed_n_gax.pdf

Audited Contracts (CNTR)

http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/int_cntr.pdf

Trust Warrant Request (TWR)

http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/int_twr.pdf

Vendor Customer Creation1 (VCC1)

http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/int_vcc1.pdf

Vendor Customer Modification1 (VCM1)

http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/int_vcm1.pdf

II. OUTBOUND INTERFACE SPECS

Warrant Post Back Activity File

<http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/WarrantPAB.pdf>

General Ledger Extract

http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/General_ledger_extract.pdf

Accounting Based Spending Documents (for CAMIS)

http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/ABS_CAMIS.pdf

Countywide Contract Monitoring System (CCMS)

<http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/ccms.pdf>

EFT Activity File

http://lacdmh.lacounty.gov/IBHIS/IBHIS%20R2%20Docs/Ecaps/EFT_Activity_File.pdf



ATTACHMENT A.2

PROJECT STATUS REPORT

ATTACHMENT A.2
PROJECT STATUS REPORT

I. GENERAL

Project Start Date: _____
 Project Title: _____
 Project Requestor: _____
 Executive Sponsor: _____
 Project Objective: _____
 Report Prepared by: _____ Title: _____
 Telephone No: _____ Email: _____
 Preparation Date: _____ Reporting Period: _____

Project is: <input type="checkbox"/> On Schedule <input type="checkbox"/> Ahead of Schedule <input type="checkbox"/> Behind Schedule
--

II. CURRENT ACTIVITY

Work not initiated or completed per the Detailed Work Plan

Detailed Work Plan Task No.	Activity Description	Status

III. SIGNIFICANT ACCOMPLISHMENTS FOR CURRENT PERIOD

IV. ACTIVITIES PLANNED FOR THE NEXT MONTH

V. RISK AND ISSUE MANAGEMENT

All risks and issues associated with the project are documented under the County's Project Management Methodology (PMM). Risks and issues categorized with **Probability of High**, **Impact of High** and a **Timeframe of Short** will be listed in this section of the Project Status Report.

	Risk / Issues (Describe the risk or issue in simple terms, provide details)	Probability (High)	Impact (High)	Timeframe (Short)	Response (Mitigate, Watch, Accept)
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Explanation of Categories:

- **Probability (High):** Most certainly or very likely to occur.
- **Impact (High):** Significant impact to project scope, cost or schedule which is likely to threaten and undermine project completion.
- **Timeframe (Short):** A three (3) month or less estimation as to how long the risk will be relevant.
- **Response (Mitigate, Watch, Accept):** Resolve through mitigation, watch to monitor development, or accept and develop a contingency plan.

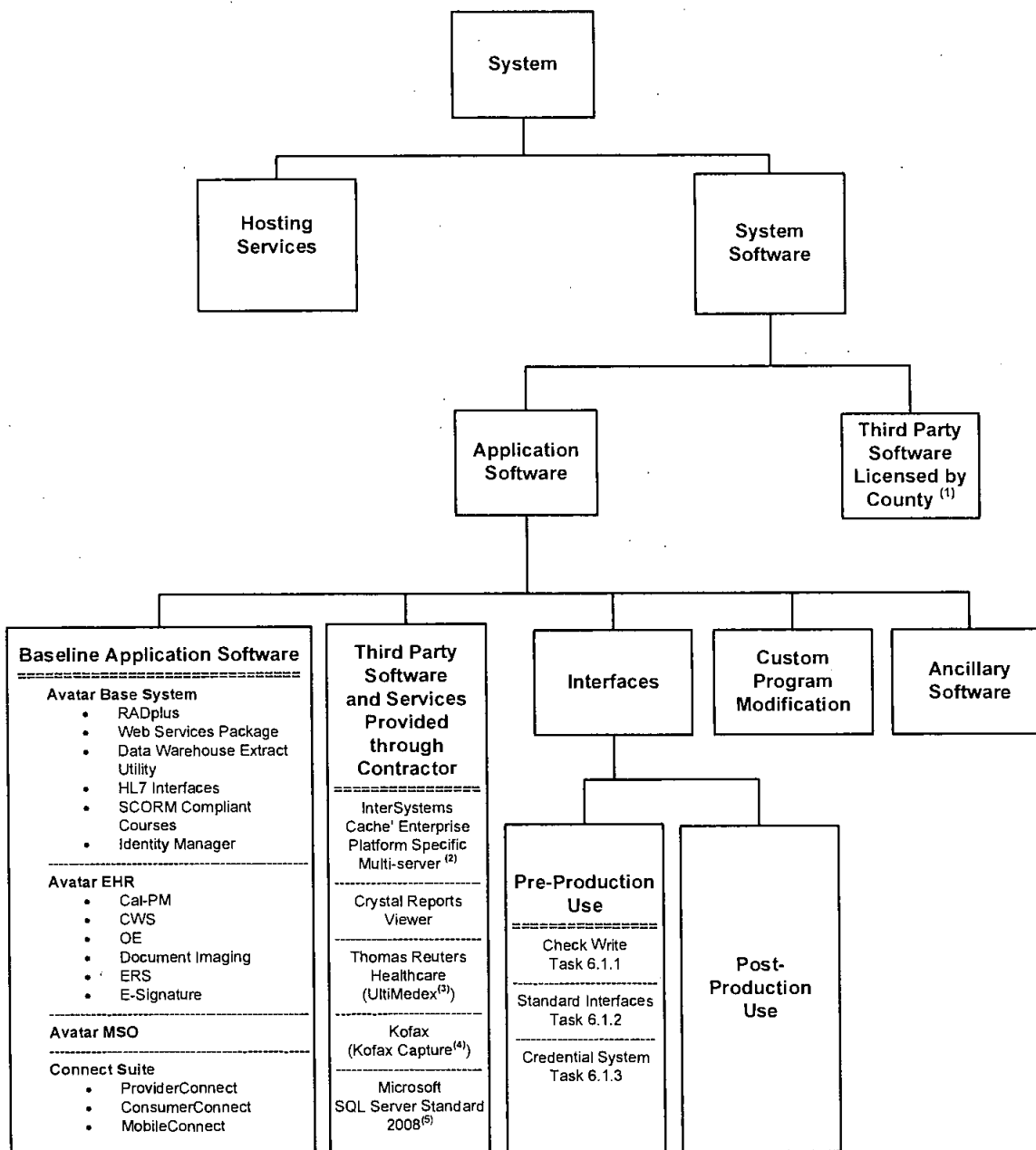


ATTACHMENT A.3

SYSTEM DEFINITION AS OF EFFECTIVE DATE

ATTACHMENT A.3

SYSTEM DEFINITION AS OF EFFECTIVE DATE



- (1) Crystal Reports licenses acquired previously by County under Purchase Order No. MH-11322384-1, dated March 3, 2011. SQL Server will be provided by County for any local County servers.
- (2) Included as part of the Avatar Base System.
- (3) Subscription Service.
- (4) Includes Subscription Service for the number of images and software assurance for the Kofax scanning software.
- (5) Microsoft SQL Server located in Contractor's Primary and Secondary Data Centers.



ATTACHMENT A.4

SYSTEM TRAINING



ATTACHMENT A.4

SYSTEM TRAINING

Contractor shall provide all required System training, in accordance with Task 4.2 (Conduct Training) of Exhibit A (Statement of Work). Contractor shall conduct classroom sessions in computer training rooms or other location(s) throughout Los Angeles County, as approved by County. County shall be responsible for coordinating classroom training sessions and scheduling staff at County Facilities, and shall participate in and monitor progress during the training sessions.

Item No.	Course Title and Description	No. of Training Days	Maximum County Personnel Per Course	Maximum Unit Cost Per Attendee	Fixed Total Cost
1. INTERFACE DEVELOPMENT TRAINING ⁽¹⁾					
1	XML Data Import Training	3	5	\$936	\$4,680
2	Web Services Module Training	5	5	\$1,560	\$7,800
2. REPORT/QUERY WRITER TRAINING ⁽²⁾					
3	Crystal Reports Training and Avatar Data Dictionary	5	10	\$780	\$7,800
3. APPLICATION CONFIGURATION TRAINING					
3.1 Avatar Base System Tools Project Team Training ⁽²⁾⁽³⁾					
4	Class 1: 12 students Avatar Base System Tools Project Team Training	5	12	\$1,771	\$21,253
5	Class 2: 10 students Avatar Base System Tools Project Team Training	5	10	\$2,125	\$21,253
3.2 Avatar EHR Project Team Training ⁽²⁾					
6	Class 1: 10 students Avatar EHR Project Team Training	10	10	\$5,215	\$52,150
7	Class 2: 10 students Avatar EHR Project Team Training	10	10	\$5,215	\$52,150
3.3 Avatar MSO Project Team Training ⁽²⁾					
8	Class 1: 10 students Avatar MSO Project Team Training	8	10	\$4,172	\$41,720
9	Class 2: 10 students Avatar MSO Project Team Training	8	10	\$4,172	\$41,720
3.4 Connect Suite Project Team Training ⁽²⁾					
10	Class 1: 10 students Connect Suite Project Team Training	2	10	\$850	\$8,501
11	Class 2: 10 students Connect Suite Project Team Training	2	10	\$850	\$8,501
3.5 Avatar Base System Start Training ⁽²⁾					
12	Class 1: 10 students Avatar Base System Start Training	5	10	\$882	\$8,825
3.6 Avatar EHR Start Training ⁽²⁾					
13	Class 1: 10 students Avatar EHR Start Training	8	10	\$3,898	\$38,987

Item No.	Course Title and Description	No. of Training Days	Maximum County Personnel Per Course	Maximum Unit Cost Per Attendee	Fixed Total Cost
14	Class 2: 10 students Avatar EHR Start Training .	8	10	\$3,898	\$38,986
3.7 Avatar MSO Start Training ⁽²⁾					
15	Class 1: 10 students Avatar MSO Start Training	4	10	\$1,949	\$19,493
16	Class 2: 10 students Avatar MSO Start Training	4	10	\$1,949	\$19,493
3.8 Connect Suite Start Training ⁽²⁾					
17	Class 1: 10 students Connect Suite Start Training	1	10	\$397	\$3,972
18	Class 2: 10 students Connect Suite Start Training	1	10	\$397	\$3,972
4. APPLICATION TRAINER TRAINING					
4.1 Avatar EHR Trainer Training ⁽²⁾					
19	Class 1: 10 students Avatar EHR Trainer Training	4	10	\$1,932	\$19,328
20	Class 2: 10 students Avatar EHR Trainer Training	4	10	\$1,932	\$19,328
21	Class 3: 7 students Avatar EHR Trainer Training	4	10	\$1,932	\$19,328
4.2 Avatar CWS Module Trainer Training ⁽²⁾					
22	Class 1: 10 students Avatar CWS Module Trainer Training	3	10	\$1,449	\$14,496
23	Class 2: 10 students Avatar CWS Module Trainer Training	3	10	\$1,449	\$14,496
24	Class 3: 7 students Avatar CWS Module Trainer Training	3	10	\$1,449	\$14,496
4.3 Avatar ERS Module Trainer Training ⁽²⁾					
25	Class 1: 10 students Avatar ERS Module Trainer Training	1	10	\$483	\$4,832
26	Class 2: 10 students Avatar ERS Module Trainer Training	1	10	\$483	\$4,832
27	Class 3: 7 students Avatar ERS Module Trainer Training	1	10	\$483	\$4,832
4.4 Avatar Document Imaging Module Trainer Training ⁽²⁾					
28	Class 1: 10 students Avatar Document Imaging Module Trainer Training	1	10	\$483	\$4,832
29	Class 2: 10 students Avatar Document Imaging Module Trainer Training	1	10	\$483	\$4,832
30	Class 3: 7 students Avatar Document Imaging Module Trainer Training	1	10	\$483	\$4,832
4.5 Avatar MSO Trainer Training ⁽²⁾					
31	Class 1: 10 students Avatar MSO Trainer Training	3	10	\$1,449	\$14,496

Item No.	Course Title and Description	No. of Training Days	Maximum County Personnel Per Course	Maximum Unit Cost Per Attendee	Fixed Total Cost
32	Class 2: 10 students Avatar MSO Trainer Training	3	10	\$1,449	\$14,496
33	Class 3: 7 students Avatar MSO Trainer Training	3	10	\$1,449	\$14,496
4.6 ConsumerConnect Module Trainer Training ⁽²⁾					
34	Class 1: 10 students ConsumerConnect Module Trainer Training	3	10	\$966	\$9,664
35	Class 2: 10 students ConsumerConnect Module Trainer Training	3	10	\$966	\$9,664
36	Class 3: 7 students ConsumerConnect Module Trainer Training	3	10	\$966	\$9,664
4.7 ProviderConnect Module Trainer Training ⁽²⁾					
37	Class 1: 10 students ProviderConnect Module Trainer Training	1	10	\$483	\$4,832
38	Class 2: 10 students ProviderConnect Trainer Training	1	10	\$483	\$4,832
39	Class 3: 7 students ProviderConnect Trainer Training	1	10	\$483	\$4,832
4.8 MobileConnect Module Trainer Training ⁽²⁾					
40	Class 1: 10 students MobileConnect Module Trainer Training	1	10	\$483	\$4,832
41	Class 2: 10 students MobileConnect Trainer Training	1	10	\$483	\$4,832
42	Class 3: 7 students MobileConnect Trainer Training	1	10	\$483	\$4,832
4.9 Avatar e-Courses Trainer Training ⁽²⁾					
43	Class 1: 10 students Avatar e-Courses Trainer Training	1	10	\$483	\$4,832
44	Class 2: 10 students Avatar e-Courses Trainer Training	1	10	\$483	\$4,832
45	Class 3: 7 students Avatar e-Courses Trainer Training	1	10	\$483	\$4,832

SYSTEM TRAINING MAXIMUM TOTAL: \$647,688

⁽¹⁾ Price includes a maximum of five (5) students per class.

⁽²⁾ Price includes a maximum of ten (10) students per class.

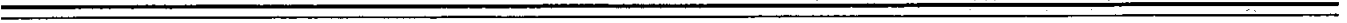
⁽³⁾ This Item includes two (2) Application Software administration trainees, for all applicable aspects of Application Software administration training.

⁽⁴⁾ One hundred percent (100%) of the Fixed Total Cost for each training course as shown in this Attachment A.4 will be due to Contractor upon completion of each such training course.



ATTACHMENT A.5

OTHER PROFESSIONAL SERVICES FEE SCHEDULE



ATTACHMENT A.5

OTHER PROFESSIONAL SERVICES FEE SCHEDULE

Other Professional Services as described in Paragraph 4.5 (Other Professional Services) of this Agreement shall be provided to County based upon Contractor's Hourly Labor Rates specifically identified in this Attachment A.5. Adjustments to the Hourly Labor Rate, if any, shall be calculated in accordance with Paragraph 7.5 (Adjustments to Maintenance and Support Fee and Hourly Labor Rates) of this Agreement.

Item No.	Contractor Staff Level	Years 1 - 3	Years 4 - 6	Years 7 - 9	Years 10 - 11
1	Project Manager	\$247	\$259	\$272	\$286
2	Trainers	\$224	\$235	\$247	\$259
3	Application Programming Support Resource	\$213	\$224	\$235	\$247
4	Interface Developer	\$247	\$259	\$272	\$286
5	Software Developer	\$224	\$235	\$247	\$259
6	System Administration	\$224	\$235	\$247	\$259
7	Hardware/Software (Data Center)	\$269	\$282	\$296	\$311



ATTACHMENT A.6

**CONTRACTOR'S ON-SITE
TRANSITIONAL APPLICATION ADMINISTRATOR**



ATTACHMENT A.6

CONTRACTOR'S ON-SITE TRANSITIONAL APPLICATION ADMINISTRATOR

Contractor shall provide one (1) on-site Transitional Application Administrator in accordance with Task 10.3 (Final System Acceptance) of Exhibit A (Statement of Work) who shall report to County's Project Manager at a designated County Facility and perform the duties described herein. Contractor's Transitional Application Administrator shall prepare an updated Post Implementation Evaluation Report (PIER) in accordance with Task 10.3 (Final System Acceptance) and deliver to County within twenty (20) Working Days of the completion of Pilot 2. Without limiting the more detailed duties set forth in this attachment, Contractor's Transitional Application Administrator shall provide technical assistance, guidance, and mentoring to County.

Contractor shall collaborate with County to develop a transition plan which documents objectives, timelines, processes, procedures, best practices, and the utilization of System monitoring tools in preparation to transfer application administration responsibilities, critical skills, expertise, and institutional knowledge from Contractor to County, such that at the end of the transition period County may independently perform all duties described herein. Commencing with the execution of the transition plan, Contractor shall once every two (2) months validate the effectiveness of such plan, and report the progress of the knowledge transfer to County's Project Manager. Upon the successful transition of responsibilities from Contractor to County, Contractor's Transitional Application Administrator shall provide System support, technical assistance, and consultation to County in a supporting role. Contractor's Transitional Application Administrator shall be assigned to County for up to twenty-four (24) months, unless sooner terminated by County, when such action is deemed by County to be in its best interest.

DETAILED DUTIES:

1. Report System and Application Software Status

- 1.1 Use Avatar Information Technology (IT) Portal and Avatar IT tools to:
 - 1.1.1 Monitor general System environment health status.
 - 1.1.2 Discuss issues and issue resolution affecting the System's availability or performance with County's Project Manager.
 - 1.1.3 Provide information as requested by County's Project Manager.
 - 1.1.4 Communicate System and Application Software status regarding Hosting Environment network connectivity and key performance metrics to County's Project Manager or authorized designee.

2. Conduct Avatar Application Software User Security, Audits, and Generate Reports

- 2.1 Review Application Software security audit reports.
- 2.2 Setup and manage the Application Software security system (security rules for passwords, login failure attempts monitoring).

- 2.3 Configure User Roles and security settings (i.e., define or change User role definitions).
- 3. **Conduct Application Software, Reports, Batch Job, and Application Queue Management**
 - 3.1 Define batch job and reporting schedules.
 - 3.2 Monitor batch job and report queues.
 - 3.3 Monitor batch job and report logs.
 - 3.4 Resolve job and report generation errors.
- 4. **Conduct Application Software Configuration, Registry, and Workflow Management**
 - 4.1 Manage Application Software registry settings.
 - 4.2 Maintain Application Software master tables.
 - 4.3 Manage Application Software messages.
 - 4.4 Manage Application Software menu.
 - 4.5 Manage Application Software workflows.
 - 4.6 Setup Application Software table data that includes:
 - 4.6.1 Facility setup and defaults.
 - 4.6.2 Programs setup.
 - 4.6.3 Bed setup.
 - 4.6.4 Service codes, modifiers, cross over/walk tables.
 - 4.6.5 Guarantors and benefit plans.
 - 4.6.6 CPT Codes and revenue codes.
 - 4.6.7 Posting and adjustment codes.
 - 4.6.8 Billing settings.
 - 4.6.9 Claiming settings.
 - 4.6.10 Fees schedules.
 - 4.6.11 UMDAP schedules.
 - 4.6.12 Eligibility file load setup.
 - 4.6.13 Legal entity code management.
 - 4.6.14 Diagnosis code management.
 - 4.6.15 Other tables as defined during the project.
- 5. **County Help Desk Coordination**
 - 5.1 Support and facilitate County's service requests process for service requests related to the System.
 - 5.2 Coordinate service request discussions between Contractor and County to facilitate corrective resolution.

- 5.3 Review assigned help desk service requests to provide and/or clarify information that will assist Contractor in the analysis of the issue to determine if it relates to:
 - 5.3.1 Configuration
 - 5.3.2 Documentation
 - 5.3.3 Report
 - 5.3.4 Table
 - 5.3.5 Setup
 - 5.3.6 Access
 - 5.3.7 Security
 - 5.3.8 Contractor's Application Software
 - 5.3.9 Contractor's Hosting

6. Coordinate Hosting Support and Maintenance

- 6.1 Coordinate service requests discussions between Contractor and County to:
 - 6.1.1 Schedule maintenance activities.
 - 6.1.2 Plan future scheduled downtime to Update System equipment and technologies.

7. Conduct Application Software Configuration Management and Assist County in Change Management Process

- 7.1 Manage County's requested Application Software changes to:
 - 7.1.1 RADPlus modeling:
 - 7.1.1.1 Create, modify, and maintain Avatar forms and County specific configured Application Software forms (i.e., options).
 - 7.1.1.2 Analyze requested changes to understand the overall System impact and anticipated level of effort.
 - 7.1.1.3 Plan and schedule changes based on available resources taking into consideration already assigned responsibilities.
 - 7.1.1.4 Document requested changes.
 - 7.1.1.5 Configure approved requested changes using Avatar RADPlus modeling or forms designer tools.
 - 7.1.1.6 Help Users with their testing of requested changes.
 - 7.1.1.7 Plan the training and release of requested changes.
 - 7.1.2 Crystal Reports:
 - 7.1.2.1 Analyze requested changes to understand the overall System impact and anticipated level of effort.

- 7.1.2.2 Plan and schedule report changes based on available resources taking into consideration already assigned responsibilities.
 - 7.1.2.3 Document requested changes.
 - 7.1.2.4 Request changes using Crystal Reports tools.
 - 7.1.2.5 Help Users with their testing of requested changes.
 - 7.1.2.6 Plan the training and release of requested changes.
- 7.2 Assist County in creating Specifications for changes that require Baseline Application Software development and coordinate with Contractor to:
- 7.2.1 Assist in the development specification process.
 - 7.2.2 Create, analyze, and review the development specifications for changes to the Base Application Software.
 - 7.2.3 Submit Change Notice to Contractor for development.
 - 7.2.4 Coordinate with County to obtain approval of Change Notice.
 - 7.2.5 Document Change Notice in County specific Documentation.
 - 7.2.6 Track Change Notice development through Contractor's processes.
 - 7.2.7 Download and apply Enhancement as provided in Update and/or patch releases.
 - 7.2.8 Test requested changes.
 - 7.2.9 Help Users with their testing of requested changes.
 - 7.2.10 Plan the training and release of requested changes.

8. Plan and Execute Application Software Updates

- 8.1 Monitor Contractor's product roadmap, Updates, and patch notifications to:
 - 8.1.1 Download Update and patch Documentation.
 - 8.1.2 Review each Update and patch Documentation with designated County Staff.
 - 8.1.3 Prepare Update and patch implementation schedules for testing and production.
 - 8.1.4 Collaborate with County to prepare System impact Documentation and other relevant information regarding patches and Updates.
 - 8.1.5 Collaborate with County to determine required testing and training for any Updates or patches to the Application Software.
- 8.2 Coordinate between Contractor and County to facilitate Updates and patch installations in the test environment to:
 - 8.2.1 Verify the installation results of Updates/patch.
 - 8.2.2 Assist with County testing of Updates/patch to screens (i.e., options), reports, Interfaces, Application Software options (Registry Settings).

- 8.2.3 Update new and/or modified Application Software required screen (i.e., options), report, and registry changes.
- 8.2.4 Prepare Application Software Update training plans.
- 8.3 Coordinate between Contractor and County to facilitate Updates and patch installations in the production environment.

9. Training

- 9.1 Coordinate training with County on Baseline Application Software Updates/patches.
- 9.2 Provide information on continuing Baseline Application Software education.
- 9.3 Assist County in planning Application Software training.

10. System Software Planning and Contractor's Relations

- 10.1 Facilitate on-going County and Contractor relationship in the following manner:
 - 10.1.1 Maintain Contractor contacts list.
 - 10.1.2 Keep County informed of Contractor's seminars, webinars, User group activities, and Contractor-hosted conferences (i.e., Netsmart Connections, and others).
 - 10.1.3 Coordinate follow-up discussions between Contractor and County to plan for future technology changes.
- 10.2 Monitor County's Change Notice requests for status and resolution.
- 10.3 Proactively communicate with Contractor to remain current on all applicable Federal, State, and County laws, rules, regulations, ordinances, guidelines, and directives impacting the System.
- 10.4 Understand County's plans, discuss with Contractor, and provide consultation to County regarding the potential impact of changes to the System.



ATTACHMENT B.1

FUNCTIONAL REQUIREMENTS

Table of Contents

Section I - Referral-In
Section II - Screening
Section III - Authorization
Section IV - Intake
Section V - Service Delivery
Section VI - Billing
Section VII - Closure
Section VIII - Claims
Section IX - Portals

**Attachment B.1
Functional Requirements
Section I - Referral-In**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement Referral-In	A	B	C	D	E	Comments
Contact Management / Call Logging						
1 Ability to log contacts (i.e., incoming telephone calls and walk-in inquiries) and store the information in an on-line database	1					
2 Provides real-time logging and data collection during contact inquiry	1					
3 Provides prompting during contact dialogue	1					
4 Ability to create a user-defined on-line form for capturing contact information	1					
Ability to capture and retain the following data fields:						
5 Contact name	1					
6 Additional identifier	1					
7 Date of call set by System	1					
8 Time of call set by System	1					
9 Telephone number(s)	1					
10 Language requirement	1					
11 E-mail address	1					
12 Referring party	1					
13 Referring party telephone number	1					
14 Referring party fax number	1					
15 Referring party address	1					
16 Staff member responding is set by System	1					
17 Type of contact	1					
18 Notes area	1					
19 Reason field	1					
20 User-defined fields	1					
21 Ability to record client contact information without the requirement of opening a case	1					Client information can be tracked within Call Intake without adding that client to any active client census.
22 Ability to identify and link repeat contacts	1					
23 Ability to view contact histories	1					
24 Assigns a unique number to each contact for identification and tracking purposes	1					

**Attachment B.1
Functional Requirements
Section I - Referral-In**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
25 [Intentionally omitted]						
26 Prompts User to route calls according to user-defined guidelines	1					
27 [Intentionally omitted]						
28 [Intentionally omitted]						
29 Ability to document contact and disposition	1					
30 Provides reports on contact statistics	1					
31 Provides geographical search capability to provider network information				1		Available using ESRI ARCInfo Services third party services. ESRI software and fees are not included as part of the response.
32 Accesses and / or links to the information and referral database	1					
33 Provides both inbound and outbound electronic referral capability	1					Available through web services.
Referral Management						
34 Ability to record and store name of individual or program referring client into department	1					
35 Ability to record notes associated with referral sources	1					
36 Ability to set reminders and triggers for staff based on referral information	1					
Community Resource Database						
37 Ability to create and maintain a community resource database used specifically to make referrals	1					
38 Ability to search database online	1					
39 Provides for access to community resource database from elsewhere in the System	1					
40 Provides a community resource database which is separate from the provider database	1					

**Attachment B.1
Functional Requirements
Section I - Referral-In**

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Requirement	A	B	C	D	E	Comments
Ability to capture the following data fields:						
41 Name of resource	1					
42 Address of resource	1					
43 Telephone number(s) of resource	1					
44 Fax number of resource	1					
45 Website of resource	1					
46 Description of services	1					
47 Hours of operation	1					
48 Contact name (administrative)	1					
49 Contact telephone number	1					
50 Contact e-mail address	1					
51 Resource status (active / inactive)	1					
52 Date resource record created	1					
53 Date resource record last updated	1					
54 User name, date, and time tracking of all updates made to resource record	1					
55 User-defined fields	1					

**Attachment B.1
Functional Requirements
Section II - Screening**

Place the number "1" into the appropriate response column:
 A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
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Requirement	A	B	C	D	E	Comments
Screening/Triage						
Client Inquiry/Look-up						
56 Provides inquiry or search feature to determine if a client is new to the System	1					
Client search features utilize the following techniques to locate existing client records:						
57 Soundex	1					
58 Other search algorithms	1					
Ability to search or inquire for a client by:						
59 Client name	1					
60 Partial name	1					
61 Aliases	1					
62 Date of birth	1					
63 Social Security number	1					
64 Internal client ID number	1					
65 Combinations of the above	1					
66 Provides probabilistic capabilities on combinations of search criteria	1					The product supports probabilistic capabilities by weighting data element matches to provide higher probability search results.
67 Provides seamless access to client registration if client is not already in the System	1					
68 Ability to define alert conditions and corresponding messages that will appear when viewing an individual client record	1					
Ability to set alerts in the client record for the following conditions:						
69 Missing data elements	1					
70 Bad debt indicator	1					
71 Ability to display multiple messages and alerts	1					
72 Includes message setting and display functionality based on User security levels	1					
73 Ability to set prompt intervals for message alerts to staff for updating client demographic information	1					

**Attachment B.1
Functional Requirements
Section II - Screening**

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A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
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Requirement	A	B	C	D	E	Comments
Screening/Triage						
74 Ability to create user-defined on-line forms to assist in the determination of which services the client requires	1					
75 Ability to access historical client demographic and episode data	1					
76 Ability to add user-defined fields for staff to track screening and triage efforts	1					
Wait List Management						
77 Ability to maintain a wait list (e.g., Request for Service Log)	1					
78 Provides an on-line data entry screen with user-defined fields for wait list	1					
79 Ability to update wait list information as client circumstances change	1					
Ability to generate Request for Service logs (wait lists) containing the following client information:						
80 Date and time of entry	1					
81 Referral type	1					
82 Reason for wait list	1					
83 Priority	1					
84 Expected appointment date	1					
85 Program or benefit information	1					
86 User-defined fields	1					
87 Ability to generate reports of wait listed clients	1					
88 Tracks User, time and date of updates to wait list	1					
89 Ability to set triggers based on date for actions	1					
Benefits Establishment						
90 Provides reporting capability to identify clients that may be eligible for Medi-Cal based on multiple criteria	1					
91 Ability to set reminder ticklers in client record to take follow-up action on or after a certain date	1					

**Attachment B.1
Functional Requirements
Section III - Authorization**

Place the number "1" into the appropriate response column:
 A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
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Requirement	A	B	C	D	E	Comments
Creation and Receipt of Service Authorizations						
Ability to create service authorization requests for the following types of services:						
92 Inpatient	1					
93 Residential	1					
94 Emergency services	1					
95 Outpatient services	1					
96 Wrap around services	1					
97 Ability to add new types of service authorizations as necessary	1					
98 Ability to accept, capture, store and generate an ASC X12N 278 - Referral Certification and Authorization transaction	1					
99 Ability to create authorization requests through a secure web-enabled portal	1					
100 Automatically detects potential duplicate authorization requests upon entry	1					
101 Ability to review and override authorization status	1					
Processing of Service Authorizations						
102 Ability to create and attach a user-defined status indicator to a service authorization	1					
103 Ability to approve, deny or defer a service authorization request	1					
104 Ability to automatically generate Notice of Action letters with user-defined responses	1					
105 Ability to track Notice of Action letters sent	1					
106 Ability to track the status of a service authorization request	1					
107 Provides workflow-related rules to direct the flow of service authorizations	1					
108 Provides unlimited authorization level notes with date stamp and time stamp	1					
109 Provides role-based access capability for notes, status determination and opening and closing of service authorization requests	1					
110 Provides capability to verify authorized services against benefit plan and accumulators before approving	1					
111 Authorization module interfaces with client master file	1					
112 Authorization module interfaces with provider master file	1					

**Attachment B.1
Functional Requirements
Section III - Authorization**

Place the number "1" into the appropriate response column:
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E=Not available

Requirement	A	B	C	D	E	Comments
113 Provides automatic verification of client eligibility at time of authorization request entry	1					Contractor will work with County on determining Eligibility Status Codes and Aid Codes in the Medi-Cal information to determine appropriate eligibility.
114 Automatically verifies provider contract status at time of authorization request entry	1					
115 Offers different authorization screen formats based on type of service (e.g., inpatient, outpatient)	1					
Ability to automatically inactivate authorizations:						
116 After a user-defined period of time without receipt of claims		1				
117 Upon member termination	1					
118 When referral provider terminates contract	1					
Authorized services can be stipulated by:						
119 Procedure code groupings	1					
120 HCPCS groupings	1					
121 ICD-9 or DSM-IV codes	1					
122 Provider	1					
123 Provider taxonomy	1					
124 Place of service	1					
125 Provides linkage to clinical protocols to review guidelines and alternatives prior to authorizing specific procedures for a given diagnosis or condition	1					
Ability to set and track limits on authorization based on any or all of the following data elements:						
126 Number of visits	1					
127 Units of service	1					
128 Level of service codes	1					
129 Date parameters	1					
130 Cost (dollars)	1					
131 Interfaces with claims adjudication module to update authorization accumulators	1					
132 Automatically sets authorization status to closed when all services have been claimed and claims have been adjudicated		1				
133 Ability to link multiple authorizations for an individual client	1					

**Attachment B.1
Functional Requirements
Section III - Authorization**

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Requirement	A	B	C	D	E	Comments
FFS Inpatient Requirements						
134 Ability to generate authorizations and authorization data that meets the State Treatment Authorization Request (TAR) specifications		1				
135 Ability to submit approved TARs to the State fiscal intermediary electronically		1				
136 Ability to generate a State TAR Update Transmittal (TUT) form		1				
137 Sets field indicators for medical necessity reviews and decisions		1				
138 Ability to enter State TAR appeal level information		1				
Reporting						
Provides reporting capability to capture statistics for:						
139 Submissions	1					
140 Approvals	1					
141 Denials	1					
142 Provider type	1					
143 Age of Authorization	1					
144 Other	1					
Ability to produce the following reports:						
145 Authorization turnaround reports	1					
146 Authorization productivity reports by authorizing User	1					
Trending of authorizations by:						
147 Referring provider	1					
148 Referred to provider	1					
149 Referred to provider specialty	1					
150 Status (approved / denied / pending)	1					
151 Combinations of the above	1					

**Attachment B.1
Functional Requirements
Section IV - Intake**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
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Requirement	A	B	C	D	E	Comments
Intake - Registration, Financial Screening, Eligibility						
Client Registration - General						
152 Permits a single client record to be used across multiple modules	1					
153 Provides a Master Patient Index (MPI)	1					
154 Ability to record a unique client ID number	1					
155 Ability to generate a unique client ID number	1					
156 Availability of all client registration data in all modules as needed, without the need for duplicate entry of information	1					
Provides on-line, real-time registration feature for gathering and retrieving the following information:						
157 Client information	1					
158 Financial information	1					
159 Clinical data information	1					
160 Includes the ability to upload demographic and financial data	1					
161 Once entered, all demographic and financial fields can be used on user-defined on-line forms, reports generation and printable documents	1					
162 Ability to track clients by means of a client status with user-defined levels (e.g., pre-registered, discharged, etc.)	1					
163 Provides inquiry and search capability with duplicate record checking	1					
164 Provides cross check of name inquiries to identify alias names	1					
165 Ability to link family members	1					
166 Retains history of all changes to each registration field, including User, date and time, previous entry	1					
167 Utilizes pop up windows or other method to select from pre-defined tables or dictionaries (e.g., dictionary of city names, zip codes, referral sources)	1					
168 Ability to create user-defined fields	1					
169 Ability for user-definition of which fields are required for registration process to be complete	1					

**Attachment B.1
Functional Requirements
Section IV - Intake**

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Requirement	A	B	C	D	E	Comments
Includes duplicate record management options:						
170 Merge records	1					
171 Deactivate records	1					
172 Reactivate records	1					
173 Ability to display potential duplicate client records on screen simultaneously for review	1					
174 Ability to interface with third party Master Patient Index (MPI)	1					
Demographic Information						
Client						
Ability to collect client demographic data, including:						
175 Client first name, last name, middle name, suffix	1					
176 Multiple client alias	1					
177 Client address, city, state, zip code	1					
178 Client "homeless" indicator	1					
Client phone numbers:						
179 Home	1					
180 Work	1					
181 Mobile	1					
182 Other	1					
183 Client employer name	1					
184 Client employer address	1					
185 Multiple client employers	1					
186 Client e-mail address	1					
187 Client Social Security number	1					
188 Client date of birth	1					
189 Client sex	1					
190 Client marital status	1					
191 Client ethnicity	1					
192 Client primary language	1					
193 Client referral source (how client was referred)	1					
194 Client legal status	1					
195 Ability to assign multiple legal statuses to a single client	1					

**Attachment B.1
Functional Requirements
Section IV - Intake**

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Requirement	A	B	C	D	E	Comments
Ability to record the date of client signature on the following forms:						
196 Consent forms	1					
197 Client assignment of benefits information	1					
198 HIPAA notification forms information	1					
199 Advance Directive indication	1					
200 Other user-defined forms	1					
201 Ability to set a date associated with forms as a reminder to take future action	1					
Ability to integrate external documents into the clinical record, including:						
202 Scanned documents	1					This requirement is met using Contractor's Point of Service (POS) document management functionality. Contractor has also included its batch scanning functionality which is interfaced with the Kofax Capture software which allows for limited data recognition on scanned documents to assist in the indexing process.
203 Electronically stored documents	1					Functionality is provided by Contractor's integrated document imaging functionality.
204 Images	1					See Comment in 203 above.
205 Ability to access integrated documents and images from within the client record	1					See Comment in 203 above.
Collateral Contacts						
206 Ability to record multiple collateral contacts per client	1					
Ability to collect demographic data for each collateral contact, including:						
207 Collateral contact first name, last name, middle name, suffix	1					
208 Collateral contact address, city, state, zip code	1					
Collateral contact phone numbers:						
209 Home	1					
210 Work	1					
211 Mobile	1					
212 Other	1					
213 Collateral contact employer name	1					

**Attachment B.1
Functional Requirements
Section IV - Intake**

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Requirement	A	B	C	D	E	Comments
214 Collateral contact employer address	1					
215 Multiple collateral employers	1					
216 Collateral contact Social Security number	1					
217 Collateral contact date of birth	1					
218 Collateral contact gender	1					
219 Collateral contact marital status	1					
220 Collateral contact relationship to client	1					
221 Client consent to collateral contact receipt of information	1					
222 Ability to capture effective and termination dates of collateral contact relationship (e.g., LPS conservatorship, Payeeship)	1					
223 Ability to record other user-defined public agencies involved with the client	1					
224 Ability to link one collateral contact to multiple clients	1					
225 Ability to capture effective and termination dates of collateral contact	1					
226 Retains history or archive of previous collateral contacts associated with a client	1					
Insurance						
227 Maintains all current and historic insurance company information, including subscriber and effective dates	1					
228 Ability to record multiple active insurance carriers with primary, secondary and tertiary notation	1					
229 Classifies insurance carrier into user-defined financial class categories for billing rules and reporting purposes	1					
230 Prompts User to obtain preauthorization if required		1				
Ability to collect insurance coverage data, including:						
231 Insurance carrier name	1					
232 Insurance carrier address	1					
233 Insurance carrier city	1					
234 Insurance carrier state	1					
235 Insurance carrier zip code	1					
236 Insurance carrier phone number	1					
237 Group name	1					
238 Group number	1					
239 Subscriber ID number	1					

**Attachment B.1
Functional Requirements
Section IV - Intake**

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A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
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Requirement	A	B	C	D	E	Comments
240 Client ID number	1					
241 Client relationship to subscriber	1					
242 If self, auto-populate with client information	1					
243 If collateral contact, auto-populate with collateral contact information	1					
244 Subscriber first name, last name, middle name, suffix	1					
245 Subscriber address, city, state, zip code	1					
Subscriber phone numbers:						
246 Home	1					
247 Work	1					
248 Mobile	1					
249 Other	1					
250 Subscriber employer name	1					
251 Subscriber employer address	1					
252 Subscriber Social Security number	1					
253 Subscriber date of birth	1					
254 Subscriber gender	1					
255 Subscriber marital status	1					
256 Coverage primary, secondary and tertiary	1					
257 Coverage effective and termination dates	1					
Financial Screening/California UMDAP						
Provides on-line, real-time financial assessment feature, for gathering and determining financial responsibility, including:						
258 Other Insurance	1					
259 UMDAP	1					
260 Provides annual tickler for required UMDAP re-determination	1					
261 Ability to produce printed forms to be given to clients at the conclusion of the financial assessment process	1					

**Attachment B.1
Functional Requirements
Section IV - Intake**

Place the number "1" into the appropriate response column:

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E=Not available

Requirement	A	B	C	D	E	Comments
Eligibility and Insurance Verification						
Eligibility Loading						
262 Ability to load monthly Medi-Cal eligibility file from the state	1					
263 Updates Medi-Cal eligibility records for all eligible enrollees each month, including all retroactive changes received	1					
264 Alerts staff of retroactive additions and removals that may have an impact on claims	1					
265 Maintains eligibility records for all county eligibles in the state monthly download file, not just individuals who are enrolled as clients	1					
266 Provides eligibility loading, processing and automatic update capabilities for Medicare		1				Avatar supports eligibility loading via 834 and 270/271 integration. Development is ongoing for integration with each distinct Fiscal Intermediary.
267 Provides eligibility loading, processing and automatic update capabilities for other insurance companies and health plans		1				See Comment in 266 above.
Eligibility Verification						
268 Provides for eligibility of registered clients to be evaluated against the downloaded eligibility files and updated as necessary based on a matching algorithm	1					
269 Provides a real-time interface to the Medi-Cal Point of Service MEDS database for viewing a client's current eligibility status for Medi-Cal and other healthcare coverage information	1					
Ability to review and update client records for special handling conditions including:						
270 Partial eligibility match requiring investigation	1					
271 Medi-Cal Share of Cost	1					
272 State Aid codes	1					
273 Medicare	1					
274 Other County responsibility	1					
275 Ability to record the Medi-Cal Eligibility Verification Code (EVC)	1					
276 Ability to enter the Medi-Cal Primary Aid Code and County Code	1					
277 Ability to record a client's Share of Cost obligation and ensure that those services are not billed to Medi-Cal	1					
278 Ability to clear a client's Share of Cost obligation	1					
279 Provides an algorithm to identify clients with changes in eligibility status and retroactive billing opportunities	1					
280 Ability to define multiple pharmacy benefits plans for a client	1					

**Attachment B.1
Functional Requirements
Section IV - Intake**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
Eligibility/Information Access						
281 Provides access to a client's eligibility records from other System modules (e.g., Call Logging, Appointment Scheduling, Registration)	1					
Initial Assessment						
282 Ability to create user-defined assessment forms		1				
283 Ability to integrate with third party licensed assessment tools		1				
Assessment forms provide:						
284 Free text entry		1				
285 Point-and-click choice		1				
286 Drop down menus		1				
DSM Assignment						
287 Ability to use of DSM IV codes		1				
288 Ability to collect Axis I - Axis V data		1				
289 Ability to record multiple diagnoses by Axis		1				
290 Ability to designate one diagnosis as 'primary'		1				
291 Ability to look-up DSM-IV codes by partial description		1				
292 Ability to use ICD-9 codes		1				
293 Ability to use ICD-10 codes		1				
294 Provides a cross-walk table to translate diagnoses from one classification system to another		1				
295 Ability to enter and track multiple diagnoses		1				
Clinician Assignment						
296 Ability to assign and track a case coordinator		1				
297 Displays the case coordinator in the client's demographic information		1				
298 Ability to assign only one case coordinator to a client at any given time		1				
299 Ability to associate a client to a treatment team		1				
300 Maintains history of case coordinator / case manager / SFPR assignments with effective dates		1				
301 Ability to associate multiple providers with a single episode of care		1				
302 Ability to define rules that generate alerts		1				
303 Ability to associate user-defined alerts to a client record		1				
304 Ability to notify assigned clinician based upon user-defined alerts		1				

**Attachment B.1
Functional Requirements
Section IV - Intake**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
Medical History						
305 Ability to record client's past medical history	1					
306 Ability to record client's behavioral health treatment history	1					
307 Ability to record client's family history	1					
308 Ability to record client's social history	1					
Ability to record client's medication history including:						
309 Prescription Medications	1					
310 Over the counter medications	1					
311 Vitamins and herbal supplements	1					
Ability to record client's allergy information including:						
312 Medication allergy	1					
313 Food allergy	1					
314 Other allergy	1					
315 Ability to record client's current medical conditions	1					
Episode Management						
316 Ability to define and track episodes of care for clients	1					
317 Ability to open and close client episodes as appropriate	1					
318 Ability to have multiple client episodes open at same time	1					
Provides standard statistical reporting on episodes, including:						
Number of open episodes by:						
319 Provider	1					
320 Location	1					
321 Diagnosis	1					
Number of episodes opened / closed during a particular period of time by:						
322 Provider	1					
323 Location	1					
324 Diagnosis	1					

**Attachment B.1
Functional Requirements
Section V - Service Delivery**

Place the number "1" into the appropriate response column:

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E=Not available

Requirement	A	B	C	D	E	Comments
Service Delivery						
Appointment Scheduling						
325 Provides on-line scheduling of appointments for client services	1					
Ability to enter the following information in the appointment screen:						
326 Client name	1					
327 Client phone number	1					
328 Presenting problem	1					
329 Symptoms	1					
330 Referral source	1					
331 Authorization number	1					
332 Comments (e.g., symptoms, pre-medication advisory, language needs)	1					
333 Ability to schedule recurring services for a client with one entry (e.g., bi-monthly for three months)	1					
334 Ability to schedule clinicians, therapists and other direct service providers	1					
335 Ability to schedule sites	1					
336 Ability to schedule equipment	1					
337 Ability to schedule out of the office activities	1					
338 Ability to create appointment templates by individual clinicians or resource	1					
339 Provides on-line graphic displays of schedules and available slots	1					
340 Ability to display more than one day's schedule at a time	1					In addition, schedules can be viewed daily, weekly, or monthly.
341 Ability to schedule add-in clients (i.e., add a client to schedule without a time slot)	1					
342 Ability to schedule more than one client at a time (i.e., dual or group sessions)	1					
343 Ability to double-book clients	1					
344 Ability to double-book clinicians staff and resources	1					
345 Displays a pop-up calendar on demand	1					
346 Automatically records identity of User entering appointment information	1					
347 Ability to schedule new clients with incomplete client demographic information	1					

**Attachment B.1
Functional Requirements
Section V - Service Delivery**

Place the number "1" into the appropriate response column:
A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
Ability to automatically find available appointment slot for a client in the following ways:						
348 Next available slot	1					
349 By day of week	1					
350 By time of day	1					
351 By length of appointment	1					
352 By clinician	1					
353 By type of appointment	1					
354 By office or location	1					
355 Ability to add an appointment	1					
356 Ability to cancel an appointment	1					
357 Ability to change an appointment	1					
358 Ability to reschedule appointments without having to re-enter data	1					
359 Ability to reschedule bumped clients	1					
360 Tracks and manages schedule changes (e.g., bumped clients, cancellations, no-shows)	1					
361 Ability to reassign (e.g., move) appointments to another clinician	1					
362 Ability to schedule multiple services for a client to be performed at multiple sites	1					
363 Ability to schedule two or more resources simultaneously	1					
364 Ability to perform wave scheduling (i.e., set up appointments by type in time slots)	1					
365 Ability to schedule blocks of time for specific procedures or services	1					
366 Ability to schedule blocks of times for clinicians	1					
Prints daily appointment list containing:						
367 Appointment information	1					
368 Client account status	1					
369 Client notes	1					

**Attachment B.1
Functional Requirements
Section V - Service Delivery**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
Ability to generate appointment lists in the following ways:						
370 By clinician	1					
371 By office or location	1					
372 By type of appointment	1					
373 For current day	1					
374 By date and time	1					
375 By date range	1					
376 By equipment, resource type, or both	1					
377 Ability to generate confirmation lists for staff to call and confirm the appointment on the business day prior to the appointment	1					
378 Generates a list of appointments for chart pulling on demand	1					
379 Ability to generate route slips	1					
380 Ability to generate encounter forms	1					
381 Ability to generate fee slips	1					
382 Ability to generate client recall notices	1					
383 Ability to print recall lists	1					
Ability to generate the following reports:						
384 Cancellations	1					
385 No-shows	1					
386 Appointments kept	1					
387 Missing charges	1					
Appointment Check-In						
388 Ability to indicate a client has appeared for their appointment	1					
389 Ability to automatically notify clinician that client has checked-in for their appointment	1					
390 Ability to indicate that a client was a "walk-in"	1					
391 Assigns a tracking number for all clients appearing, including walk-ins	1					
392 Ability to reconcile check-ins with service capture and charge entry	1					

**Attachment B.1
Functional Requirements
Section V - Service Delivery**

Place the number "1" into the appropriate response column:

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Requirement	A	B	C	D	E	Comments
393 Ability to monitor clients within clinic after check in		1				While Avatar tracks check-in and check-out as well as auditing of charting activities, more robust tracking may be desired. Upon clarification, an appropriate solution to meet County requirements can be configured.
Workflow Support						
394 Provides each clinician with display and printed listing of his or her clients that are active and open	1					
395 Provides tools for planning and organizing the clinicians' work	1					
396 Provides a summary level user-defined screen (e.g., in-box or dashboard) which can be customized by the clinician to assist with workflow organization	1					Avatar's homepage includes a "My Favorites" view, which allows each User to customize personal workflows.
397 Provides on-line authorized access to a client's historical clinical data including past diagnoses, treatment plans, services and medications	1					
398 Ability to create multiple views of clinical history	1					
399 Ability to "flip through" the client data in a manner similar to reviewing a paper chart	1					Each client-based screen in the application has an adjoining 'Chart Review' tab which allows the User to view the client's chart in a behavioral health view with immediate access to diagnosis, level of functioning, program history, assessments, treatment plans, progress notes, abstracts, etc.
400 Ability to define program or pharmacy benefit plan eligibility based on financial, client and utilization criteria	1					
401 Ability to flag a provider when a client meets program or pharmacy benefit plan eligibility criteria	1					
Service Documentation						
General Documentation						
402 Provides on-line charting and documentation	1					

**Attachment B.1
Functional Requirements
Section V - Service Delivery**

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E=Not available

Requirement	A	B	C	D	E	Comments
403	1					Contractor's solution supports pre-defined treatment plans through the use of libraries that can be used to assist in the creation of a treatment plan. Libraries can be commercially available (such as Wiley Treatment Libraries which can be provided by Contractor but are not included as part of our response), public domain libraries (such as committee created libraries like the one being created by a group of California counties) or custom libraries created by the customer to address the unique needs of the population being served (Contractor has not included services to create or populate custom libraries as part of our response). One or many libraries can be created and are integrated with Contractor's solution for assisting clinicians with the creation of a treatment plan.
404	1					
405	1					
406	1					
407	1					
408	1					
409	1					
410	1					
411	1					
412	1					
413	1					

**Attachment B.1
Functional Requirements
Section V - Service Delivery**

Place the number "1" into the appropriate response column:
 A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
 E=Not available

Requirement	A	B	C	D	E	Comments
414 Links progress notes to treatment plan and goals in treatment plan	1					
415 Prompts provider to complete documentation pertinent to a particular condition or program	1					
416 [Intentionally Omitted]						
417 Ability to establish user-defined evidence-based practice guidelines	1					
418 Includes the ability to document and trend quantitative test results	1					
419 Documentation of client service automatically drives service capture or transactions	1					
Includes electronic signature capability, including the following:						
420 Provides for electronic provider signature	1					
421 Allows multiple providers to sign a single record	1					
422 Permits electronic co-signatures	1					
423 Locks the record from editing once signed	1					
424 Ability to amend documentation after signing and locking	1					
425 Provides on-line prompts where signatures or co-signatures are required in the completion of medical records documentation to avoid charting deficiencies	1					
426 Provides authorization hierarchy for sign-off		1				
427 Records User, date and time of each modification (e.g., update, change, deletion) to the clinical record	1					
428 Ability to sort progress notes for viewing in chronological or reverse chronological order by encounter date	1					
429 Ability to sort progress notes for viewing by type of service	1					
Client Care/Coordination Plan						
Provides user-defined treatment plan and crisis management plan templates customizable by multiple variables including:						
430 Location	1					
431 Program	1					
432 Target population	1					

**Attachment B.1
Functional Requirements
Section V - Service Delivery**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
433 Ability to develop treatment plan libraries	1					
434 Ability to print treatment plan for client review and signature	1					
Special Services						
Group Services						
435 Provides management of group services	1					
436 Ability to add and delete clients from groups	1					
437 Provides single screen documentation and service entry for entire group	1					In addition, customized notes for each group member can be done by editing the common note for all within the group.
438 Provides independent recording of therapist and co-therapist time	1					
Mobile Operations						
439 Ability to remotely access the System via mobile devices (e.g., laptops, PDAs, tablets)	1					
440 Ability to perform client inquiry or search from remote locations (e.g., outside of the office)	1					
441 Ability to access client records from remote location	1					
442 Ability to access personal work queues from remote location	1					
443 Ability to document services from remote location	1					
Case Management						
Ability for staff to update parts of the client record including:						
444 Medical history	1					
445 Medication history	1					
446 Educational history	1					
447 Socialization progress	1					
448 Vocational history	1					
449 Rehab history	1					
450 Community service activity	1					
451 Ability to create rules to identify when case management services are billable vs. non-billable	1					
Client Linkage Activities						
452 Provides tools to document and track all client referrals in and out of the clinic, department or program	1					

**Attachment B.1
Functional Requirements
Section V - Service Delivery**

Place the number "1" into the appropriate response column:

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E=Not available

Requirement	A	B	C	D	E	Comments
Order Entry						
Laboratory						
453 Provides for on-line order entry for laboratory tests	1					
454 Ability to upload lab order results from a HIPAA compliant laboratory system	1					
455 Ability to print laboratory orders	1					
456 Ability to transmit a HIPAA compliant electronic laboratory order	1					
457 Ability to schedule lab draws done on-site	1					
458 Ability to send lab results electronically to provider in-box for review		1				
459 Alerts staff when lab results are outside of normal limits		1				
460 Stores and provides authorized on-line access to historical lab results	1					
Medication Management						
Provides for on-line order entry for pharmacy requests, with options to:						
461 Record a pharmacy order to the client's medical record	1					
462 Print a prescription from the client's medical record	1					
463 Captures client medication allergy data	1					
464 Includes presentation of client medication allergy information to providers	1					
465 Displays and captures client food and herbal allergy information to providers		1				
466 [Intentionally omitted]						
467 [Intentionally omitted]						
468 [Intentionally omitted]						
Provides a comprehensive medication history including the following information:						
469 Medication order added to medication history	1					
470 [Intentionally omitted]						
471 Generates client consent forms by medication	1					
472 Associate signed medication consent forms with applicable prescriptions		1				
473 Display indicator that there is a signed consent form with applicable prescription		1				

**Attachment B.1
Functional Requirements
Section V - Service Delivery**

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 A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
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Requirement	A	B	C	D	E	Comments
Ability to print medication instruction sheet for client including the following items:						
474 Dosage	1					
475 Administration instructions	1					
476 Description of medication	1					
477 Side effects	1					
478 Adverse reactions	1					
479 Provides alerts to providers if lab testing is recommended	1					
Medication Reporting						
480 Ability to create user-defined reports	1					
Includes the following standard reports:						
481 List of clients with prescriptions expiring	1					
482 List of clients currently or previously on a particular medication(s) Reports, by time period, of prescribed medications by:	1					
483 Prescriber	1					
484 Clinic	1					
485 Medication requested	1					
486 Medication dispensed	1					
487 Dispenser of medication	1					
488 Client	1					
489 Diagnosis	1					
Medical Record Management						
490 Ability to define one or more reports as the formal health record for disclosure purposes	1					
491 Ability to generate hardcopy print of all or part of the medical record	1					
492 Ability to generate electronic copies of all or part of the medical record	1					
493 Maintains administrative files that catalog requests and release of medical record information	1					
494 Maintains administrative files that catalog receipt of and information released via subpoena	1					
495 Maintains administrative files that catalog medical record information requested and released in cases involving litigation	1					

**Attachment B.1
Functional Requirements
Section V - Service Delivery**

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Requirement	A	B	C	D	E	Comments
496 Automatically track billing and payment information related to medical record correspondence	1					
Quality Management/ Reporting						
497 Ability to create user-defined outcome measures	1					
498 Ability to generate outcome measure reports	1					
499 Provides client, service, and outcome measure reporting based on SDMH MHSA CSS requirements	1					In addition, Contractor supports CalOMS, CSI, and OSHPD in production environments throughout California.
500 Ability to generate staffing level reports by facility	1					
501 Ability to generate caseload reports by clinician	1					
502 Ability to generate caseload reports by facility or site	1					

**Attachment B.1
Functional Requirements
Section VI - Billing**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
Billing - General						
503 Provides multi-site billing with centralized billing office model	1					
504 Provides multi-site billing with de-centralized billing office model	1					
505 Integrates or interfaces with registration, appointment scheduling, clinical EHR, authorizations, and eligibility components	1					
506 Ability to use multiple fee schedules in billing process	1					
507 Provides fee schedule update capability at the individual fee code level	1					
508 Provides global update of fee schedules	1					
Ability to upload reference tables, including:						
509 CPT-4	1					
510 CPT-4 Modifiers	1					
511 DSM-IV	1					
512 ICD-9	1					
513 HCPCS	1					
514 Revenue codes	1					
515 Place of service codes	1					
516 Ability to manually modify reference tables	1					
517 Ability to establish User defined billing rules	1					
518 Ability to bill using sliding fee schedules	1					
519 Incorporates Medi-Cal regulations into billing Component	1					
520 Tracks Medi-Cal Share of Cost history	1					
521 Provides annual liability calculations and tracks limits	1					
522 Incorporates Medicare regulations into billing Component	1					
523 Tracks User, date and time of any additions, changes or deletions of billing related transactions	1					

**Attachment B.1
Functional Requirements
Section VI - Billing**

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A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
Ability to manage multiple reimbursement methodologies, including:						
524 Fee-for-Service	1					
525 Case rates	1					
526 Per diem	1					
527 Capitation	1					
528 Fixed rates	1					
529 Grant-in-aid	1					
530 Bundling and unbundling of service codes by payer	1					
531 Self-pay	1					
532 Sliding fee schedule	1					
533 Handles sequential billing of payers, ensuring that the sequence is based on coverage the client has and the services that are covered by the plans	1					
534 Ability to bill for a single client who has multiple distinct episodes	1					
535 Ability to bill multiple clients to a single guarantor	1					
Service Entry/Charge Capture						
536 Provides manual, batch-based charge entry with drop down menus	1					
537 Ability to bill administrative and educational services that are not related to a specific client	1					
538 Ability to record and bill Medi-Cal Administrative Activities (MAA)	1					
539 Ability to record and bill Medi-Cal Quality Assurance activities (QA)	1					
540 Ability to record and bill Community Outreach Services (COS)	1					
541 Generate services and charges based on progress note documentation	1					
542 Offers coding assistance to providers based on client record documentation	1					Avatar provides ease of coding by making code determinations based on program, location, practitioner, gender, and age as examples through our billing engine. Practitioners need not make separate code choices based on these criterias.
543 Links appointment tracking number to charges for reconciliation purposes	1					
544 Ability to edit charges	1					
545 Ability to record Medi-Cal Share of Cost obligation	1					

**Attachment B.1
Functional Requirements
Section VI - Billing**

Place the number "1" into the appropriate response column:
 A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
 E=Not available

Requirement	A	B	C	D	E	Comments
Charge Generation						
Ability to calculate charges based on:						
546 Time or duration of service	1					
547 Units of service by service codes	1					
548 Incident-to services	1					
549 Ability to split charges or prorate charges amongst clinicians	1					Charges are calculated based on clinician durations as per Medi-Cal regulations.
Group Services						
550 Calculates fees for group service billing	1					Group charges are calculated based on Medi-Cal regulations taking number in the group as well as clinician time.
Charge Review						
551 Provides a review stage and release option	1					
Provides automatic billing edits to validate:						
552 Clinician credentials appropriate to service rendered	1					
553 Clinician certification is appropriate to payer	1					
554 Checks time durations for validity	1					
555 Checks service location appropriate to service rendered	1					
556 Detects duplicate service entry	1					
Bill Submission / HIPAA Transactions						
External payers						
Ability to print and reprint the following billing forms:						
557 UB-04	1					
558 CMS 1500 (08 / 05)	1					
559 Provides electronic submission of claims in the ASC X12N 837I and 837P transaction formats	1					
Provides ability to submit ASC X12N 837I / P to transactions to any of the following:						
560 Claims processing module	1					
561 External payers	1					
562 Medi-Cal	1					
563 Medicare	1					

**Attachment B.1
Functional Requirements
Section VI - Billing**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
564 Ability to generate Medicare crossover billing transactions	1					
565 Ability to process Medicare crossover billing transactions	1					
566 Ability to bill services to the last payer to be billed in the sequence other than the client or guarantor	1					
Ability to suppress billing of:						
567 Clients	1					
568 Guarantors	1					
569 Ability to bill multiple funds for services not covered by other payers	1					This functionality is currently available - Response A. Group services are billed according to the set up in the Benefit Plans to distribute liability to the payer(s). The group calculation is dependent upon the set up of the Avatar service code and must be a Medi-Cal Financial Class for specific California group billing rules. Avatar allows for the specific rules for group calculations for DMH and ADP. Remaining payers are billed as standard CPT units.
570 Ability to bill third party insurance carriers	1					This functionality is currently available - Response A.
Self Pay						
571 Ability to apply manual adjustments to outstanding balances	1					
572 Ability to apply manual adjustments to the annual liability limit	1					
573 Ability for end-user to apply special user-defined payment arrangements	1					
Client Statements						
574 Ability to design custom client statements	1					
575 Ability to use preprinted client statements	1					
576 Ability to print client statements on demand	1					
577 Ability to print client statements in user-defined groupings or cycles	1					
578 Ability to suppress printing of bill	1					
579 Ability to create user-defined messages for letter generation	1					
580 Ability for the User to view the statement in the same format as the client	1					
581 Ability to reprint previous statements	1					

**Attachment B.1
Functional Requirements
Section VI - Billing**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
Grant Billing						
582 Ability to setup grants as a funding source	1					
Payment / Adjustment / Denial / Refund / Application						
583 Ability to receive and process an ASC X12N 835 transaction remittance file from multiple payers	1					
584 Provides automatic, line item posting of payments, adjustments and denials based on ASC X12N 835 remittance file	1					
585 Ability to manually post payments, adjustments and denials to a line item	1					
586 Provides automatic batch posting of payments	1					
Provides time of service posting of:						
587 Co-payments	1					
588 Share of Cost payments	1					
589 Annual liability payments	1					
590 Balance due payments	1					
591 Generates cash deposit reports for cash drawer reconciliation	1					
592 Automatically transfers balances from one payer to the next	1					
593 Automatically generates bill to next payer once payment is posted	1					
594 Provides refund management for overpaid claims or claims paid in error	1					
Accounts Receivable / Collections Management						
595 Shows client transaction register real-time, on-line	1					
Ability to view the client transaction register with multiple filtering options, including:						
596 By date	1					
597 By provider	1					
598 By location	1					
599 Ability to transmit account data to outside collection agency	1					
Reporting						
600 Tracks missing charges by comparing appointments to charges	1					
Provides detailed and summary level accounts receivable aging reports sorted by:						
601 Payer	1					
602 Provider	1					
603 Provides detailed and summary level aged credit balance reports	1					

**Attachment B.1
Functional Requirements
Section VI - Billing**

Place the number "1" into the appropriate response column:
A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
604 Provides management reports	1					
605 Provides reports of charges	1					
606 Provides reports of payments	1					
607 Provides reports of adjustments	1					
608 Provides reports of denials	1					
609 Ability to define report layouts and choose fields	1					
610 Ability to generate Medi-Cal cost report	1					Crystal Reports are used to provide data for the cost report schedules (MH 1901 Schedule B).
611 Ability to generate Medicare cost report	1					Crystal Reports are used to provide data for the cost report schedules.
612 Provides a report writer tool allowing the User to generate customized reports				1		Any ODBC commercially available report writer. Avatar uses Crystal Reports V10 as its integrated reporting tool. Reports written by customers using Crystal Reports can be integrated into multiple places within Avatar. Other commercially available report writers (i.e., Cognos) can be accessed through the Avatar menu using an URL. This single menu entry allows users to access additional reporting tools and reports created with the tool without having to leave the Avatar system.

**Attachment B.1
Functional Requirements
Section VII - Closure**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement Closure	A	B	C	D	E	Comments
Discharge Planning and Management						
Ability to create a client discharge summary containing the following data elements:						
613 Admission date	1					
614 Discharge date	1					
615 Reason for admission or presenting information	1					
616 Services received	1					
617 Client response to services or treatments	1					
618 Provides for collection of Axis I - Axis V DSM IV Diagnosis data	1					
619 Multiple diagnoses by Axis	1					
620 Designation of one diagnosis as "primary"	1					
621 Medications prescribed	1					
622 Disposition and recommendations	1					
623 Additional user-defined fields	1					
Provides reporting on episode closures that includes the following data fields:						
624 Client name	1					
625 Discharge date	1					
626 Referral out code	1					
627 Referring provider	1					
628 Legal status	1					
629 Diagnoses	1					
630 Additional user-defined fields	1					
631 Ability to re-open a closed episode when client returns for services	1					
632 Ability to modify a discharge date	1					
Provides user-defined fields to enter clinical review notes on discharge summary including:						
633 Continued treatment needs	1					
634 Educational needs	1					
635 Supervision needs	1					
636 Progress notes	1					
637 Medications	1					

**Attachment B.1
Functional Requirements
Section VII - Closure**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
Provides reporting capability to capture:						
638 Open episodes without service activities for 60, 90, 120 days	1					
639 Open client records without service activities for user-defined period of time	1					
640 Closed episodes with referral out	1					
641 Closed episodes with no referral to external entity	1					
642 Ability to write free text notes	1					
Tracks notes linked to each client episode by a system supplied audit trail that includes:						
643 User name	1					
644 Date	1					
645 Time	1					
Referral Out Tracking						
646 Ability to generate a referral form to link clients to approved treatment, recovery, and aftercare support services	1					
647 Ability to define standard reasons for referral for use on referral form	1					
648 Ability to record multiple referrals per client	1					
Ability to capture all of the following data elements related to referring a client to another provider:						
649 Agency	1					
650 Program	1					
651 Contact person	1					
652 Client name	1					
653 Client ID	1					
654 Admit date	1					
655 Referral date	1					
656 User-defined reasons for referral	1					
657 Transfer from	1					
658 Transfer to	1					
659 Aftercare arrangements notes	1					
660 User-defined fields	1					
661 Ability to set alerts, triggers, or reports at the client record level for periodic follow-up on progress and treatment coordination	1					

**Attachment B.1
Functional Requirements
Section VII - Closure**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
Record Retention						
662 Ability to archive client records and maintain files within a user-defined period	1					
663 Ability to print selected portions of client record upon request	1					
664 Ability to record and track client record requests	1					
Ability to extract archived files upon demand by:						
665 Year	1					
666 [Intentionally Omitted]						
667 [Intentionally Omitted]						
668 Date range	1					
Episode Closure/Record Closure						
669 Ability to close client episodes	1					
670 Ability to note reason for closure through user-defined codes and descriptions	1					
671 Automatic notification of episode closure to Case Manager or Case Coordinator	1					

**Attachment B.1
Functional Requirements
Section VIII - Claims**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
Claims Administration						
Claim Structure						
Ability to use and validate HIPAA compliant code sets, including:						
672 CPT-4	1					
673 CPT-4 Modifiers	1					
674 DSM-IV	1					
675 ICD-9	1					
676 HCPCS	1					
677 Revenue codes	1					
678 Place of service codes	1					
679 NDC		1				
680 Ability to maintain the procedure code master file including modifiers and descriptions	1					
681 Ability to maintain the diagnosis code master file including descriptions	1					
682 Ability to maintain code history in order to adjudicate claims and adjustments with service dates prior to code updates	1					
683 Ability to receive and process provider submitted ASC X12N 837 - Health Claims or Equivalent Encounter Information	1					
684 Ability to manually enter CMS-1500 claims	1					
685 Ability to manually enter UB-04 claims	1					
686 Provides a data structure with standard claim fields that allows for electronic receipt and upload of ASC X12N 837 format	1					
687 Provides separate modules for institutional and professional claims with screen formats that capture all data elements from the CMS-1500 and UB-04	1					
688 Ability to receive and process the UB-04 format	1					
689 Ability to perform on-line adjudication	1					
690 Provides automatic assignment of claim unique number and retains that number until adjudication process is completed		1				
691 Ability to track and match internal claim numbers with Medi-Cal claim numbers when 835 file is received from the State		1				

**Attachment B.1
Functional Requirements
Section VIII - Claims**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
692 Ability to submit Medi-Cal claims real-time to the SDMH	1					Avatar supports real-time creation of claims on a monthly, weekly, daily, or other frequency. Once created, claims are immediately available for submission to SDMH.
Ability to create, configure and maintain the following:						
693 Claims adjudication rules	1					
694 Claims edits	1					
695 Provider contract specific edits	1					
696 Fee schedules	1					
697 Remittance Advice remark codes	1					
698 Claims adjustment reason codes and descriptions	1					
699 Claims denial codes and descriptions	1					
700 Claims suspend codes and descriptions	1					
701 Claims payment disposition codes and descriptions	1					
702 Ability to configure and maintain benefit tables	1					
703 Ability to use a group or vendor ID	1					
704 Ability to use the National Provider Identifier (NPI)	1					
705 Interfaces with the Eligibility module to verify client eligibility	1					Contractor will work with County on determining Eligibility Status Codes and Aid Codes in the Medi-Cal information to determine appropriate eligibility.
706 Eligibility data contains start and end dates for current and historical eligibility segments	1					
707 Interfaces with the Authorization module during claims processing	1					
Provides logic to automatically match claim to open authorization based on:						
708 Procedure codes within a designated range of authorized procedures	1					
709 Down-coded or up-coded procedures	1					
710 Provider practicing within the same group as the authorized provider or under the same vendor ID	1					
711 Client name	1					
712 Client ID	1					
713 Type of service	1					
714 Date of service	1					

**Attachment B.1
Functional Requirements
Section VIII - Claims**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
715 Interfaces with Provider modules and allows claims examiners to look-up provider information	1					
716 Provides automatic pricing of claim based on the provider's contracted fee schedule	1					
717 Provides logic to detect user-defined timely filing limits based on service date and claim receipt date	1					
718 Provides logic to detect Medi-Cal and SDMH allowable late codes and adjudicate the claim appropriately		1				Integration of Medi-Cal late codes and appropriate logic will be integrated into Avatar.
719 Ability to create user-defined rules for determining whether provider payment for unauthorized services will be pending or paid	1					
720 Maintains complete history of all changes to claims	1					
Provides access to the following additional information from the claims screen during adjudication without losing data entered:						
721 Client eligibility	1					
722 Provider contract, affiliation and pricing	1					
723 Procedure auto-coding tools	1					
724 Diagnosis auto-coding tools	1					
725 Authorizations	1					
726 Claims history	1					
727 Claims history notes	1					
728 Ability to enter free text claim notes	1					
Tracks claim notes linked to each individual claim by:						
729 User name	1					
730 Date	1					
731 Time	1					
732 Ability to initiate global change of claims when benefit plan changes are made	1					
733 Ability to update funding sources on a claim without resubmitting to a payor	1					
Pricing						
734 Ability to use multiple contractor agreements	1					
735 Provides logic to price claims with services funded by multiple payers and differing benefit designs	1					

**Attachment B.1
Functional Requirements
Section VIII - Claims**

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E=Not available

Requirement	A	B	C	D	E	Comments
Ability to price claims using multiple payers for a client and the ability to track for each payer:						
736 Benefit limits		1				Processing of multiple payer limitations supported in the billing engine for outbound claims, however, inbound claims are adjudicated based on the assigned funding source with support of 3rd party payments, but not tracking of limitations.
737 Deductibles		1				See comment in 736 above.
738 Co-pay		1				See comment in 736 above.
739 Co-insurance		1				See comment in 736 above.
740 Ability to track covered and non-covered services		1				See comment in 736 above.
Ability to price claims using multiple provider reimbursement rate methodologies including:						
741 Fee-for-Service	1					
742 Case rates	1					
743 Per diem	1					
744 Capitation	1					
745 Fixed rates	1					
746 Grant-in-aid	1					
747 Bundling and unbundling of service codes by payer	1					
748 Self-pay	1					
749 Sliding fee schedule		1				Multiple sliding fee scales are supported for all directly operated services.
750 Ability to price claims using multiple fee schedules by payer, including state-specific fee schedules	1					
751 Ability to price claims according to one-time negotiated fee arrangements	1					

**Attachment B.1
Functional Requirements
Section VIII - Claims**

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Requirement	A	B	C	D	E	Comments
Payment and Adjudication						
752 Provides auto-adjudication of claims	1					
753 Automatically adjudicates claims on a per claim basis	1					
Adjudicates claims based on:						
754 User-defined rules	1					
755 Payer eligibility	1					
756 Service included within benefit plan	1					
757 Provider eligibility	1					
758 Covered diagnoses	1					
759 Primary payer	1					
760 Secondary or other subsequent payer	1					
761 Other user-defined fund source rules	1					
762 Ability to initiate provisional payments for claims	1					
763 Calculates payment based on credit or debit balances	1					
764 Provides accounts payable function	1					
765 Maintains individual accounts for each provider	1					
766 Ability to link multiple facilities to a single administrative entity for payment		1				
767 Maintains transaction history of provider payment activity	1					
768 Provides accounts receivable function	1					
769 Ability to reconcile payments to receivables	1					
770 Ability to post cost settlement actions to provider balances		1				
771 Ability to apply refund checks to provider accounts		1				
772 Provides line item adjudication with whole claim pricing	1					
773 Ability to enter payment and denial information from Coordination of Benefits (COB) payers where the County is not the primary payer	1					
774 Provides logic to require COB information prior to County payment of secondary or tertiary benefits	1					

**Attachment B.1
Functional Requirements
Section VIII - Claims**

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Requirement	A	B	C	D	E	Comments
Provides complete COB adjudication including:						
775 Ability to price at a secondary and tertiary level	1					
776 Ability to process claims attachments	1					
777 Provides direct interaction with the authorization management module to limit claims payment	1					
778 Ability to configure claims to pend for review based on user-defined criteria	1					
779 Ability to set a provider contract maximum limit for each funding source	1					
780 Ability to edit against provider contract maximum amounts by funding source	1					
Sets claims to "deny" status when:						
781 Authorization is required and a matching authorization cannot be found	1					
782 Client is not found in eligibility files	1					
783 Provider is not certified to perform service	1					
784 Provider is not found	1					
785 Provider contract maximum amount is exceeded	1					
786 Claim does not meet user-defined timely submission criteria	1					
787 Funding source amount is exceeded	1					
Provides auto-population and manual entry of the following information on a claim:						
788 Co-payments	1					
789 Deductibles	1					
790 Out-of-pocket maximums	1					
791 Share of Cost	1					
792 Annual liability	1					
793 Co-insurance	1					
794 Detects duplicate claims or possible duplicate claims	1					
795 Ability to flag claims as duplicates or possible duplicates	1					

**Attachment B.1
Functional Requirements
Section VIII - Claims**

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Requirement	A	B	C	D	E	Comments
Ability to track service limits for each type of authorization including:						
796 Number of visits or days	1					
797 Number of client service hours	1					
798 Number of clinician service hours	1					
799 Number of days or weeks	1					
800 Specific service codes	1					
801 Service codes clusters	1					
802 Specific dollar limits	1					
803 Ability to automatically generate reminders to service providers when authorization limits have been reached or nearly reached	1					
804 Calculates interest based on user-defined parameters		1				
805 Calculates interest based on provider contract stipulations		1				
806 Ability to track provider claims appeals and denials from inception to resolution	1					
807 Provides individual work queues for claims processors and examiners	1					
808 Automatically routes claims to queues to the appropriate level of examiner	1					
809 Ability for staff to route claims to a specific work queue	1					
810 Permits claims overrides based on security levels and fields	1					
811 Applies Medi-Cal lock-out rules when adjudicating claims		1				Contractor will require clarification of this rule during GAP analysis sessions.
Adjustment-Processing						
812 Links adjustments (e.g., voids and additional payments) of claims to original claim	1					
813 Ability to adjudicate adjustment claims	1					
814 Ability to void claims	1					
815 Ability to suspend certain lines within a claim for research or additional documentation	1					
816 Ability to produce refunds to clients		1				Refunds and supplemental payments/adjustments to providers are supported through claims adjudication but refunds to clients with appropriate checks and balances will require development.
817 Ability to apply adjustments to provider credit and debit balances	1					
818 Maintains original claim number in subsequent claims (e.g., adjustments and voids)	1					
819 Provides real-time on-line correction process for pending claims	1					

**Attachment B.1
Functional Requirements
Section VIII - Claims**

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 E=Not available

Requirement	A	B	C	D	E	Comments
Auditing and Validation						
820 Provides a batch control system to ensure all claims received are processed	1					
821 Validates each service performed by an identified staff person	1					
822 Checks services to determine valid time durations and location of service	1					
823 Checks services for duplicate service entry checks, with error notification at time of data entry	1					
Provides the following random sampling approaches for auditing:						
824 Percentage of claims	1					
825 By provider	1					
826 By client	1					
827 By examiner	1					
828 By status (e.g., processed, pending, adjudicated, paid)	1					
829 By dollar thresholds	1					
830 By specified date	1					
831 Provides flagging of claims by category for mandatory auditing	1					
832 Flags audited claims to avoid inclusion in subsequent audits	1					Claims can be flagged for audit, but in order to be suppressed from future audits, manual "re-flagging" is necessary.
833 Provides audit sampling for both prepayment and post payment timeframes	1					
Reporting						
Provides appropriate operations reports to support claims receipt and processing including:						
834 Pre-adjudicated batch reports	1					
835 Exception reports	1					
836 Claims ready for payment reports	1					
837 Claims aging reports	1					
838 Denied claims reports	1					
839 Pending claims reports	1					
840 Claims inventory report	1					
841 Account balance reports	1					

**Attachment B.1
Functional Requirements
Section VIII - Claims**

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Requirement	A	B	C	D	E	Comments
842 Ability to create user-defined reports	1					User-defined reports can be created. Contractor recommends Crystal Report writer however, other third party tools can be used to write reports (see Requirement 612).
843 Generates electronic and hard copy reports using the ASC X12N 835 - Healthcare Payment and Remittance Advice format	1					
844 Ability to create or suppress an Explanation of Benefits (EOB) / remittance advice based on user-defined criteria		1				User-defined criteria will need to be developed.
845 Ability to regenerate an EOB / Remittance Advice on demand	1					
846 Ability to print informational messages on EOB / Remittance Advice	1					
Provides claims inquiry by:						
847 Provider, provider group or vendor ID	1					
848 Place of service	1					
849 Provider type	1					
850 Client, using all client search criteria	1					
851 Date of service or range of dates	1					
852 Date of receipt or range of dates	1					
853 Date of payment or range of dates	1					
854 Procedure	1					
855 Diagnosis	1					
856 Claims status (e.g., paid, pending, denied)	1					
857 NPI	1					
858 Combination of any of the above	1					
859 Provides reports of provider account balances	1					
860 Provides account receivable reports	1					
861 Provides account payables reports	1					
Fee Schedule Maintenance						
862 Ability to manually update fee schedules	1					
863 Ability to maintain multiple fee schedules with start and end dates and retain history	1					
864 Retains historic fee schedules	1					
865 Applies appropriate fee schedule rates based on dates of service and fee schedule date during claims adjudication	1					

**Attachment B.1
Functional Requirements
Section VIII - Claims**

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 A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
 E=Not available

Requirement	A	B	C	D	E	Comments
Provider Data						
Provider file contains the following key data elements:						
866 Unique provider ID	1					
867 Provider name	1					
868 National Provider Identifier (NPI)	1					
869 Provider IDs for all clinicians performing services at site	1					
870 Professional license number	1					
871 Driver's license number	1					
872 DEA Number	1					
873 Multiple provider addresses	1					
874 Status indicator	1					
875 Contract rates	1					
876 Contract maximums	1					
877 Funding source maximums	1					
878 Provider type	1					
879 Provider specialty	1					
880 Provider status	1					
881 Multiple provider site information	1					
882 Credentialing indicator	1					
883 Contact names	1					
884 User-defined fields	1					
885 Languages spoken	1					
886 Effective dates	1					
887 Certification indicators	1					
888 Certification dates	1					
889 Ability to inactivate providers and vendors	1					
890 Ability to retain inactive provider and vendor data	1					

**Attachment B.1
Functional Requirements
Section VIII - Claims**

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A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
Ability to search provider file by:						
891 Provider ID	1					
892 Provider name	1					
893 Provider type	1					
894 Provider specialty	1					
895 Provider status	1					
896 NPI	1					
897 Ability to place a payment hold on providers and vendors		1				The creation of EOBs can manually have providers suppressed.
898 Ability to update provider information	1					
899 Ability to add out of network providers	1					
900 Ability to print provider directory	1					
901 Ability to reactivate providers	1					
902 Ability to add providers manually	1					
903 Ability to upload provider data from external sources	1					
904 Ability to extract provider data to file	1					
905 Ability to store multiple contract rates for a single provider	1					
906 Ability to maintain historical contract rate information	1					
907 Ability to generate reports from the provider file	1					
908 Ability to detect potential duplicate provider file records	1					

**Attachment B.1
Functional Requirements
Section IX - Portals**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
Portals						
909 Provides a secure web-enabled provider portal	1					
910 Tracks all activity of individuals accessing data through the provider portal	1					
911 Ability to create user-defined screens for use in the provider portal	1					
912 Provides a secure web-enabled client portal	1					
913 Tracks all activity of individuals accessing data through the client portal	1					
914 Ability to create user-defined screens for use in the client portal					1	



ATTACHMENT B.2

TECHNICAL REQUIREMENTS

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Attachment B.2
Technical Requirements
Section I - System Architecture

Place the number "1" into the appropriate response column:
 A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
 E=Not available

Requirement	A	B	C	D	E	Comments
System Architecture						
General						
1 Ability to access all User Components via a web browser	1					
2 Includes queue management, forms management, and print distribution capabilities	1					
3 Ability for vendor to securely access the System remotely via direct access through a secure connection over the Internet	1					
4 Components of the System use IE7 multiple tabs	1					Avatar as a web-enabled application that runs within the tab structure of IE7.
Network						
5 Application can be executed in a Microsoft Terminal Services environment	1					
6 Application can be executed in a Citrix Client environment	1					
7 Ability for designated staff to send broadcast messages within the System	1					
Application						
8 Provides optical scanning of hardcopy documents and document indexing features	1					
9 Provides for incorporation and indexing of digital images (e.g., photographs, Electroencephalogram)	1					
10 [Intentionally Omitted]						
11 System Software is case sensitive	1					

Attachment B.2
Technical Requirements
Section II - Database

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
 E=Not available

Requirement Database	A	B	C	D	E	Comments
12 Utilizes Oracle, SQL Server or Caché as the Database Management System (DBMS)	1					
13 Provides utilities or other tools for administrative Users to evaluate data relationships between tables	1					
14 Includes Entity Relationship Diagram of logical design available electronically	1					
15 Includes Entity Relationship Diagram of physical table design (including attributes) available electronically	1					
16 Includes functional descriptions of stored procedures within the database	1					
17 Includes an electronic data dictionary	1					
18 Provides a data dictionary which includes user-defined fields and tables which can be viewed online	1					
19 Ability to load meta-data into a reporting repository	1					
20 Provides a normalized data model for processing of data	1					
21 Provides ad-hoc data access to the production database for trouble-shooting purposes	1					
22 Ability to create data views	1					
23 Ability to automatically rollback deadlocked processes	1					
24 Ability to store data in XML format	1					Avatar Mobile's data is stored locally on the laptop in an encrypted XML file.
25 Utilizes Structured Query Language	1					
26 Provides a diagnostic tool or utility to identify contaminated and corrupt files and locate the contamination within the file	1					As part of the database integrity checking tools.
27 Provides a tool or utility to select individual records and execute an update	1					
28 Provides a tool or utility to select a group of records and execute a mass update	1					
29 Ability to create forms online	1					
30 Ability to capture all data elements from online forms	1					
31 Ability to populate online forms using all data elements	1					

**Attachment B.2
Technical Requirements
Section III - Reporting**

Place the number "1" into the appropriate response column:
 A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
 E=Not available

Requirement Reporting	A	B	C	D	E	Comments
Reporting Repository						
32 Provides a reporting repository that is separate from the production database	1					
33 Provides a reporting repository that is synchronized to the production database on a predefined schedule	1					
34 Provides a database to serve as a reporting repository	1					
35 All data elements in System are available for download to the reporting repository	1					
36 Captures data from user-defined fields and screens	1					
Accesses data within the reporting repository by:						
37 Standard menus and screens	1					Avatar menus support accessing data from reporting repositories thru alternate ODBC connections or County owned third party reporting tools can be invoked from within the Avatar menus.
38 User-defined menus and screens				1		Repository data can be reported using Crystal Reports V10 or a County owned third party data tool. County owned third party data analysis tools may allow for User-defined menus and screens.
39 Standardized reports				1		Standard Reports would be part of a County-owned third party data analysis tool.
40 Ad-hoc reports				1		Ad-hoc reporting of repository data can be done using Crystal reports or a County-owned third party data analysis tool.
41 Access to the reporting repository is unaffected by the primary site server(s) (production) and recovery data center site server(s) availability	1					
42 Ability to extract and download from reporting repository	1					
43 Includes a Data Extract, Transform, and Load Utility (ETL) to load data from the production database to the reporting repository	1					Excludes Transform.

**Attachment B.2
Technical Requirements
Section III - Reporting**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software

E=Not available

Requirement	A	B	C	D	E	Comments
44 Ability to create data marts				1		Data marts can be created using County-owned products. Contractor's data extract tool supports SQL Server and Oracle database solutions.
45 Ability to create tables with user-defined elements within the reporting repository	1					Contractor included SQL Server Standard as part of its response. If the County has a licensed SQL Server cluster (or licensed Oracle database), it can be used as the data mart database.
46 Reporting database resides on its own server	1					
Report Writing						
Provides one integrated report writer tool with access to:						
47 All fields within all Components				1		Crystal Reports or any ODBC compliant report writing software can be used with Avatar.
48 All fields, including user-defined fields added to the production database				1		See comment in 47 above.
49 Provides a report writer tool that is menu driven				1		See comment in 47 above.
50 Provides a report writer tool for use by Users				1		See comment in 47 above.
51 Provides help text available within the report writer tool				1		See comment in 47 above.
52 Ability to write queries and save them				1		See comment in 47 above.
53 Ability to print reports locally	1					
Ability to save reports in the following formats:						
54 Adobe (.pdf)	1					In addition, any ODBC compliant report writing
55 MS-Excel (.xls)	1					See comment in 54 above.
56 MS-Word (.doc)	1					See comment in 54 above.
57 Plain Text	1					See comment in 54 above.
58 Other	1					See comment in 54 above.

Attachment B.2
Technical Requirements
Section IV - Security

Place the number "1" into the appropriate response column:
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 E=Not available

Requirement	A	B	C	D	E	Comments
Access Control						
59 Ability to restrict rights, privileges or access at the User and group level	1					
60 Ability to assign rights, privileges or access to processes for specified tasks	1					
Ability to authorize administrators to manage restrictions or privileges associated with Users, groups, and processes including:						
61 Defining levels of access	1					
62 Assigning levels of access	1					
63 Modifying a level of access	1					
64 Removing a level of access	1					
Ability to associate permissions with a User using the following access controls:						
65 User-based (i.e., access rights assigned to each User)	1					
66 Role-based (i.e., Users are grouped and access rights assigned to these groups)	1					
67 Context-based (i.e., role-based with additional access rights assigned or restricted based on the context of the transactions, such as time-of-day, workstation-location, emergency-mode, etc.)	1					
68 Assigns record only to designated Users	1					
69 Makes record inaccessible (e.g, blinds and locks) to non-designated Users	1					
70 Ability to override restricted assignment and assign to another designated User	1					
71 Provides notification when Break-the-Glass function is used	1					
Ability to limit User functionality based on the following access rights:						
72 Read	1					
73 Write	1					
74 Modify	1					
75 Transmit	1					
76 Download	1					
77 Ability to revoke the access privileges of a User without requiring deletion of the user	1					
78 Integrates with Microsoft Active Directory for authentication	1					
79 Provides integrated security managed in a central accounts database	1					
80 Ability to view list of Users logged on to System in real-time	1					
81 Ability to add user-defined messages to log-on screen	1					

Attachment B.2
Technical Requirements
Section IV - Security

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software

E=Not available

Requirement	A	B	C	D	E	Comments
Audit Control						
82 Generates an audit record for all activity of a given User (i.e., a trail of all user activity within the System)	1					
83 Generates an audit record for activity associated with a transaction, from creation to completion, including logging of data additions, changes, and deletions	1					
84 Ability to record and monitor all accesses of a patient record	1					
85 Ability to record and monitor all activity of a patient record	1					
86 Ability to generate an audit record whenever a client record is viewed	1					
87 Ability to select which transactions to capture	1					
88 Ability to select data elements captured in audit records	1					
89 Ability to capture all Users who have used a given function	1					
90 Ability to capture all Users who have updated a given field	1					
91 Ability to establish policy-based retention periods for audit information	1					
Records within each audit record the following information when it is available:						
92 Date and time of the event	1					
93 Component of the System (e.g., software, hardware) where the event occurred	1					
94 [Intentionally Omitted]						
95 Type of transaction	1					
96 User identity	1					
97 Outcome (success or failure) of the event	1					
98 Tracks the before and after record of modified data elements	1					
99 Ability to log system administrator activity	1					
100 Ability to restrict system administrator from changing log activity	1					
Provides authorized administrators with the capability to read all audit information from the audit records in a human readable format using the following options:						
101 Reports based on ranges of system date and time that audit records were collected	1					
102 Export logs into text format and correlate records based on time (e.g., UTC synchronization)	1					

Attachment B.2
Technical Requirements
Section IV - Security

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
 E=Not available

Requirement	A	B	C	D	E	Comments
103 Supports time synchronization using Network Time Protocol (NTP) and uses this synchronized time in all security records	1					
104 Supports time synchronization using Simple Network Time Protocol (SNTP), and uses this synchronized time in all security records	1					
Secures audit records in the following ways:						
105 Allows read access to authorized Users only	1					
106 Protects stored audit records from unauthorized deletion	1					
107 Prevents modifications to the audit records	1					
Authentication						
108 Authenticates the User before any access to protected resources (e.g., PHI) is allowed	1					
109 Authenticates the User before any access from standalone devices (e.g., mobile devices) to protected resources (e.g., PHI) is allowed	1					
110 Password strength rules mandate a minimum number of characters, required inclusion of alpha-numeric complexity and special characters	1					
111 Requires the User to change their password on a defined schedule	1					
112 Ability to prevent further viewing and access to the proposed System upon detection of inactivity that remains in effect until the User reestablishes access	1					
113 Logs all unsuccessful access attempts to log-in to the System	1					
114 Ability to lock-out a User due to user account inactivity	1					
115 Ability to configure the length of time of User account inactivity	1					
116 Ability to set a maximum number of unsuccessful logon attempts after which User is locked out of the System	1					
117 Provides an administrative function that resets passwords	1					
118 Ability for an administrator to delegate authority, by User group, to reset password	1					
119 Ability for an administrator to delegate authority, by User group, to restore system access of locked out User	1					
120 Ability to require the password to be changed by a User at the next successful logon	1					
121 Ability to use case insensitive usernames that contain typeable alpha and numeric characters	1					
122 Ability for an authenticated User to change their password	1					

**Attachment B.2
Technical Requirements
Section IV - Security**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
123 Ability to use case sensitive passwords that contain typeable alpha and numeric characters	1					
124 Stores and transmits passwords in an encrypted format	1					
125 Prevents the reuse of a configurable number of previously used passwords within a specific configurable timeframe	1					
126 Ability to configure password constraints to incorporate user-defined criteria	1					
127 Ability to use the County RSA SecurID token to provide access to the System via the Internet	1					
Protection						
128 Provides secure information delivery over the Internet via encryption by using triple-DES (Data Encryption Standard) or the Advanced Encryption Standard (AES) or adequate level of SSL encryption.	1					Based on clarification discussions, Contractor understands that this requirement can be accomplished working with SSL protocols. Contractor supports 128 bit encryption.
129 Encrypted data delivered over the Internet is transmitted via open protocols (e.g., TLS, SSL, IPSec, XML encryption, S/MIME)	1					
130 Ability to store information on portable / removable media that has been encrypted with triple-DES or AES algorithms	1					
131 System provides a web (HTTP) interface and provides an SSL configuration mechanism	1					
132 Ensures the authenticity of remote nodes (i.e., mutual node authentication) when communicating PHI over the Internet or other known open networks using open protocols (e.g., TLS, SSL, IPSec, XML sig, S / MIME)	1					
133 Prevents display of passwords while being entered	1					

**Attachment B.2
Technical Requirements
Section IV - Security**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010)

C=Available via vendor modification

D=Available using Third Party Software

E=Not available

Requirement	A	B	C	D	E	Comments
134 Electronic Signature Ability to use digital signatures in records and documents within the System			1			Requirement No.134 will not be required prior to Contractor's scheduled release. The Avatar Base System will be modified to allow the use of digital signatures in records and documents within the System. This would be an extension beyond the signature capture features already available.
135 Ability to use digital signatures in records and documents sent to external business partners			1			See Comment in 134 above.
136 Employs non-repudiation techniques in digital signature technology	1					Avatar's electronic signature tools provide for digital signatures that are captured upon filing a note, or for digitized signatures via signature pads. Once a record has been signed and finalized, it cannot be amended. Appending a note can be done and also requires a signature. If using digital signatures, Avatar can be setup to force the user to re-enter the User ID and password for verification. If using signature pads, additional functionality can be used to compare the user's signature against an already captured and stored version.

**Attachment B.2
Technical Requirements
Section IV - Security**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software

E=Not available

Requirement	A	B	C	D	E	Comments
The electronic signature mechanisms is: Unique to the signer	1					A digital signature is the user's User ID and unique password. Avatar does not allow duplicate User ID's. The county can define strength and renewal
Capable of being verified	1					Upon filing the record, the Service Provider, User Id and Password must match. If the county uses Signature Pads with verification, the system requires a match between the Service Provider, User ID, stored signature and entered signature. The Provider ID, User ID, Date and Time are stored with the record.
The system complies with Certification Commission for Healthcare Information Technology (CCHIT) certification criteria for:						
139 Security: Access Control	1					
140 Security: Audit	1					
141 Security: Authentication	1					

**Attachment B.2
Technical Requirements
Section V - EDI**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software E=Not available

Requirement EDI	A	B	C	D	E	Comments
Accepts and transmits information in the following standard formats:						
142 ASC X12N 270 / 271 Eligibility	1					
143 ASC X12N 276-277 Claim Status	1					
144 ASC X12N 275 Patient Information / Claims Attachment			1			Requirement No. 144 will not be required prior to Contractor's scheduled release. Contractor will add the ASC X12N 275 Patient Information / Claims Attachment transaction to the already available set of ASC X12N transactions when it is required by fiscal intermediaries.
145 ASC X12N 278 Health Care Services Review	1					
146 ASC X12N 820 Capitation			1			Requirement No. 146 will not be required prior to Contractor's scheduled release. Contractor will add the ASC X12N 820 Capitation transaction to the already available set of ASC X12N transactions when it is required by fiscal intermediaries.
147 ASC X12N 834 Benefit / Enrollment / Maintenance	1					
148 ASC X12N 835 Health Care Claim Payment / Advice	1					
149 ASC X12N 837 Health Care Claim	1					
150 ASC X12N 997 Functional Acknowledgment	1					
151 TAI Interchange Acknowledgment			1			Requirement No. 151 will not be required prior to Contractor's scheduled release. Contractor will add the TAI Interchange Acknowledgment transaction to the already available set of TAI transactions when it is required by fiscal intermediaries.
152 NCPDP Telecommunication Standard v5.1	1					
153 NCPDP Batch Standard v1.1	1					
154 NCPDP SCRIPT Standard v8.1	1					
155 NCPDP Formulary and Benefit Standard v1.0	1					

**Attachment B.2
Technical Requirements
Section V - EDI**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software

E=Not available

Requirement	A	B	C	D	E	Comments
Accepts and processes automated information using standard interfaces in secure formats, including:						
156 EDI	1					
157 Custom XML messages (via HTTP/HTTPS, FTP, SMTP)	1					Via Avatar ScriptLink.
158 Internet direct entry	1					Contractor offers both consumer and provider portals. Additionally, Avatar provides many pre-defined web services allowing the agency to define their own web based data collection tools.
Transmits EDI claims status to providers, including:						
159 Errors requiring resubmission	1					
160 Resubmission validation	1					Assumes 997 receipt.
161 Ability to reject claims received electronically due to missing required fields	1					
162 Ability to transmit electronic statements to third-party processing agents	1					
163 Ability to customize EDI components including the addition or removal of elements	1					
164 Provides data compression for transmitted transactions					1	Contractor assumes this compression is addressed by County network infrastructure.
Provides data validation based on:						
165 Data type	1					
166 Data integrity checks	1					
167 Comparison edits (e.g., comparison against a table of acceptable values)	1					
168 User-defined rules	1					
169 Includes audit mechanism for reconciliation of rows transmitted	1					
170 Reports all preprocessor errors in an inbound batch at one time	1					
171 Includes error processing mechanism for import process reconciliation	1					

Attachment B.2
Technical Requirements
Section V - EDI

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010)

C=Available via vendor modification

D=Available using Third Party Software

E=Not available

Requirement	A	B	C	D	E	Comments
Accepts electronic imports and exports of the following information and reference files:						
172 ICD-9	1					
173 CPT	1					
174 HCPCS	1					
175 NDC codes	1					
176 Provider data	1					
177 Pricing and fee tables	1					
178 Other	1					Avatar allows both flat file, SOAP / XML importing of most code, user-defined, and transaction intensive tables (ie., Services, Payments, etc).
179 Ability to view status of EDI file transfers	1					
180 Ability to resend EDI file	1					

Attachment B.2
Technical Requirements
Section VI - Ease of Use

Place the number "1" into the appropriate response column:
A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
Ease of Use						
User Customization Options						
181 Ability to define new data elements and incorporate them into the production database, client record, application screen, and reports	1					
182 Provides for the customization of tables (e.g. procedure code or description)	1					
183 Ability to customize standard field labels	1					
184 Provides security controlled access to the customization or definition of tables	1					
185 Provides for administrative Users to define new screens	1					
186 Provides for the addition of menu options or menu selections to facilitate access to new user-defined screens	1					
Provides the capability to assign default values to screen fields for:						
187 Standard screens	1					
188 User-defined screens	1					
189 Ability to establish table edits within user-defined screens	1					
190 Flags custom programming and prevents over-write during upgrades	1					
191 Flags custom help text and prevents over-write during upgrades	1					
192 Provides for user-defined screen literals associated with the data-field	1					
193 Provides for user-defined screen literals not associated with the data-field	1					
194 Ability to define the edit rules for a user-defined data element	1					
195 Provides automatic data formatting as appropriate (e.g., phone number, dates)	1					
Documentation						
On-line Help						
196 Provides on-line context sensitive definitions for menu-screen selections	1					
197 Provides "pull-down" menus for screen prompting	1					
198 Provides on-line context sensitive help at the screen level within all Components (i.e., when the User selects "help" from within a screen, the help text is specific for that screen and related topics)	1					
199 Provides prompting for field level entry	1					
200 Provides unique identifiers on all screens to assist Help Desk resolve User problems	1					

**Attachment B.2
Technical Requirements
Section VI - Ease of Use**

Place the number "1" into the appropriate response column:
A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
201 Provides context sensitive on-line help at the field level for all fields accessible on-line within all Components	1					
202 Ability to customize help text	1					
203 Provides technical documentation, within each screen that includes source of all data (i.e., data element name and table or calculation)	1					
204 Ability to add internal policies and procedures to help text	1					
205 Provides updates to on-line documentation with each software update	1					
User Documentation						
206 Includes a complete on-line copy of the User documentation	1					
207 Includes context sensitive on-line User documentation and help files	1					
208 Includes indexed User documentation	1					
209 Includes on-line User documentation and help files which are searchable based on a topic and/or keyword	1					
Technical Documentation						
210 Includes a complete on-line copy of the technical documentation	1					
211 Includes context sensitive on-line technical documentation and help files	1					
212 Includes indexed technical documentation	1					
213 Includes on-line technical documentation and help files which are searchable based on a topic	1					
214 Includes on-line technical documentation and help files which are searchable based on a keyword	1					
215 Includes technical documentation on how to add, modify and remove User accounts	1					
216 Includes technical documentation on how to reset User passwords	1					
217 Includes technical documentation on how to establish password constraints	1					
218 Includes technical documentation on how to use and manage audit logs	1					
219 Provides GUI for System Administration tools	1					

Attachment B.2
Technical Requirements
Section VII-System Reliability

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
 E=Not available

Requirement	A	B	C	D	E	Comments
System Reliability						
Backups						
220 Provides for fully automated backups of data, security credentials, log and audit files	1					
221 System restore results in a fully operational and secure state, including application data, security credentials, log and audit files	1					
222 Performs complete backups of a running System in Production Use without shut down or suspension of operations	1					
Availability						
223 Provides User System availability twenty-four (24) hours per day, seven (7) days per week	1					
224 Includes utilities to help monitor and tune performance	1					
Business Continuity						
225 Ability to create synchronized instances of the System at primary and recovery data center sites	1					
226 Provides high availability capabilities to the recovery data center for Users in the event of a System failure	1					
227 Provides auto-save function for all User updates					1	

Attachment B.2
Technical Requirements
Section VIII-Production Control

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
 E=Not available

Requirement	A	B	C	D	E	Comments
Production Scheduling and Control						
228 Ability to establish and support job queues, assign priorities, and classes				1		Functionality is accomplished using recommended hardware operating systems.
229 Provides job scheduling capabilities				1		See comment in 228 above.
230 Provides event triggered job scheduling				1		See comment in 228 above.
231 Provides job batch scheduling of multiple processes				1		See comment in 228 above.
232 Provides System notification to the operator of exceptions including: any communications failure; abnormal job completion; and performance degradation	1					
233 Ability to print the system log	1					
234 [Intentionally Omitted]						

Attachment B.2
Technical Requirements
Section IX - Other Environments

Place the number "1" into the appropriate response column:
 A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
 E=Not available

Requirement	A	B	C	D	E	Comments
Testing, Development and Training Environments						
Ability to create separate, multiple environments, including:						
235 Production	1					
236 Test	1					
237 Development	1					
238 Training	1					
239 Others	1					
240 [Intentionally Omitted]						
241 [Intentionally Omitted]						
242 Provides testing of configuration changes	1					Supports validation of baseline application.
243 Provides testing of control file changes	1					See comment in 242 above.
244 Ability to create a testing environment that includes all functional components of the production environment	1					
245 Ability to preserve User profiles when loading a new release to any environment	1					

**Attachment B.2
Technical Requirements
Section X - System Standards**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement	A	B	C	D	E	Comments
System Standards						
246 Compliant with the security and privacy of health data provisions of the HIPAA Final Security Rules published February 20, 2003	1					Avatar is also CCHIT certified.
247 Ability to use XML and EDI formats	1					
248 Provides data transmission using HL7 protocol version 2.x	1					Contractor supports adopted National standards including required HL7 transactions for exchanging information.
249 Provides data transmission using HL7 protocol version 3.x	1					Contractor supports National standards. V3.x will be supported by Contractor as required by vendors requesting V3.x transaction formats.
250 Interfaces with Internet Explorer 7.0 or any later version to allow access to the System	1					
251 [Intentionally Omitted]						
252 [Intentionally Omitted]						
253 Utilizes Simple Object Access Protocol (SOAP)	1					For web service based transactions.
254 Compliant with ODBC	1					
255 Interfaces with Cognos Business Intelligence products	1					
256 Compatible with CISCO networking products	1					
257 Interfaces with Double-Take (produced by NSI Software)	1					
258 Supports Pointsec 2.0 encryption protocol for secure remote laptop access	1					
259 Compliant with the security provisions of Title IV - Health Information Technology for Economic and Clinical Health (HITECH) Act		1				

**Attachment B.2
Technical Requirements
Section XI - Interfaces**

Place the number "1" into the appropriate response column:

A=Currently available B=In development (available by 7/1/2010) C=Available via vendor modification D=Available using Third Party Software
E=Not available

Requirement Interfaces	A	B	C	D	E	Comments
260 [Intentionally Omitted]						
261 Interfaces with translation software (interface engine) for the transmission of electronic claims	1					
262 Provides EDI interface to claims clearinghouses	1					
263 Interfaces with Dragon NaturallySpeaking	1					
264 Interfaces with touch screen devices	1					
265 Ability to provide data extracts from the production database to feed an external enterprise data warehouse	1					
266 [Intentionally Omitted]						
267 Ability to use a third party interface engine to create customized interfaces	1					
268 Integrates with Sun's eGate Integrator	1					
269 Integrates with Quovadx	1					
270 Integrates with Microsoft's BizTalk	1					
271 Interfaces with eCaps financial System			1			Based on clarification provided by the County, Contractor understands that eCaps interface would be accomplished utilizing the County's Biztalk interface engine.



ATTACHMENT B.3

SCHEDULE OF PERIPHERAL HARDWARE, SYSTEM SOFTWARE, AND THIRD PARTY SOFTWARE



ATTACHMENT B.3

SCHEDULE OF PERIPHERAL HARDWARE, SYSTEM SOFTWARE,
AND THIRD PARTY SOFTWARE

I. PERIPHERAL HARDWARE

Item No.	Description	Part No.	Total Qty	Fixed Unit Cost	Fixed Total Cost
Topaz Digital Signature Pad(s):					
1	SignatureGem Backlit LCD 1x5 BSB (Citrix)	T-LBK462-BSB	4	\$435	\$1,740
2	SignatureGem Backlit LCD 1x5 HID-USB	T-LBK462-HSB	4	\$395	\$1,580
PERIPHERAL HARDWARE MAXIMUM TOTAL:					\$3,320

II. SYSTEM SOFTWARE

A. BASELINE APPLICATION SOFTWARE

Item No.	Application Software Modules/Components ⁽¹⁾	Total Qty	Fixed Unit Cost	Fixed Total Cost
1	Avatar Base System <ul style="list-style-type: none">Avatar RADplus<ul style="list-style-type: none">InterSystems Cache' Enterprise Platform Specific Multi-Server (1,500 concurrent Users)Avatar Web Services PackageAvatar Data Warehouse Extract UtilityCrystal Reports ViewerAvatar HL7 InterfacesAvatar SCORM Compliant CoursesAvatar Identity Manager	1	\$4,922,367	\$4,922,367
2	Avatar EHR <ul style="list-style-type: none">Avatar Cal-PMAvatar CWSAvatar OEAvatar Document ImagingAvatar ERSE-Signature	1	\$2,622,381	\$2,622,381
3	Avatar MSO	1	\$2,072,083	\$2,072,083
4	Connect Suite <ul style="list-style-type: none">ProviderConnectConsumerConnectMobileConnect	1	\$2,484,946	\$2,484,946
BASELINE APPLICATION SOFTWARE MAXIMUM TOTAL:				\$12,101,777

B. THIRD PARTY SOFTWARE

Item No.	Application Software Modules/Components ⁽¹⁾	Product Part/SKU No.	Total Qty	Fixed Unit Cost	Fixed Total Cost
1	SQL Server Standard ⁽²⁾	Microsoft SQL Server Standard 2008	1	Included With Connect Suite	Included With Connect Suite
2	ULTIMEDEX (1,500 concurrent Users)	ULTIMEDEX® CONTENT	1	\$77,490	\$77,490
3	Kofax Capture ⁽³⁾⁽⁴⁾	<ul style="list-style-type: none"> • Kofax Capture English/AE # 0100-008.0 • 20 Concurrent Station/AE #T024-010U • Image Volume 1M/yr/AE #Y024-001M • Image Volume 10M Page County/AE #VP01-010M • Image Volume 2M Page County/AE #VP01-002M 	1	\$99,700	\$99,700

THIRD PARTY SOFTWARE MAXIMUM TOTAL: \$177,190 \$177,190

- ⁽¹⁾ Items and/or prices listed for each Application Software module may be changed by a form of Change Notice pursuant to Paragraph 6 (Change Notices and Amendments) of this Agreement.
- ⁽²⁾ Contractor shall provide Microsoft SQL Server Standard for all Connect Suite products hosted by Contractor.
- ⁽³⁾ Contractor's Maintenance and Support Fee includes the Kofax Capture software assurance. Kofax Capture is licensed for twenty (20) concurrent stations.
- ⁽⁴⁾ See Attachment B.4 (Document Imaging) for document imaging usage schedule and total count. The cost to increase the image count by increments of two million (2,000,000), is Nine Thousand, Five Hundred Dollars (\$9,500) per increment.



ATTACHMENT B.4

DOCUMENT IMAGING



ATTACHMENT B.4

DOCUMENT IMAGING

Contractor shall provide Third Party Software (Kofax Capture) for document imaging. Kofax Capture is listed in Section II, B (Third Party Software), of Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software).

Year	Planned Number of Images	Baseline Annual Image Count ⁽¹⁾	Page Count Available in Addition to Baseline ⁽²⁾
1	5,000,000	1,000,000	4,000,000
2	3,750,000	1,000,000	2,750,000
3	3,000,000	1,000,000	2,000,000
4	2,250,000	1,000,000	1,250,000
5	2,000,000	1,000,000	1,000,000
6	1,400,000	1,000,000	400,000
7	1,400,000	1,000,000	400,000
8	1,500,000	1,000,000	500,000
9	1,500,000	1,000,000	500,000
10	1,500,000	1,000,000	500,000
11	1,700,000	1,000,000	700,000
Document Imaging Total Count:	25,000,000	11,000,000	14,000,00

⁽¹⁾ Image count used and available each year listed: 1,000,000. The term "image count" shall mean a single page, single sided document pursuant to Paragraph 9.7.2 of this Agreement. Unused image count at the end of any given year expires and is unavailable in the following year.

⁽²⁾ Page count volume available for the Term of the Agreement: 14,000,000. Unused page count for any given year carries forward to the next year and remains available. Available page count is a cumulative number.



ATTACHMENT B.5

GLOSSARY: TECHNICAL AND FUNCTIONAL REQUIREMENTS



ATTACHMENT B.5

GLOSSARY: TECHNICAL AND FUNCTIONAL REQUIREMENTS

ITEM NO.	TERM	DESCRIPTION
1	3DES	See Triple Data Encryption Standard.
A		
2	A-C	See Auditor-Controller.
3	Active Directory	Program providing central authentication and authorization services for MS Windows® based computers, allowing administrators to assign policies, deploy software, and apply critical updates to an entire organization.
4	Advance Directive	Legal documents or statements, including a living will, which are witnessed and allow an individual to convey in expressed instructions or desires concerning any aspect of an individual's health care, such as the designation of a health care surrogate, the making of an anatomical gift, or decisions about end-of-life care ahead of time. An Advance Directive provides a way for an individual to communicate wishes to family, friends and health care professionals, and to avoid confusion about end-of-life care ahead of time.
5	Advanced Encryption Standard	A block cipher adopted as an encryption standard by the U.S. government.
6	AES	See Advanced Encryption Standard.
7	American Standard Code for Information Interchange	Codes which represent text in computers, communications equipment, and other related devices.
8	Annual Liability	<p>The Annual Liability, also known as UMDAP liability, is based on a sliding scale fee and applies to services extended to the client and dependent family members. The annual liability is determined by using the adjusted monthly income amount and the number dependent on the adjusted monthly income. A client is responsible for the annual liability amount or the actual cost of care, whichever is less.</p> <p>The annual liability period runs from the date of the client's first visit through end of the subsequent eleven calendar months (e.g. An initial liability determination made of Jan 5, 2007 would be valid through December 31, 2007) and each 12-month period thereafter during which the client continues to receive services. It is renewed annually, provided the client continues to receive services, with the new 12-month period beginning on the 1st day of the month during which liability was originally determined (e.g. using the earlier example, the next annual liability period would run from Jan 1, 2008 through December 31, 2008). Note: Admissions and/or readmissions during the 12-month period do not change the sliding scale fee period.</p>
9	ASC X12N	Official designation of the U.S. national standards body for the development and maintenance of Electronic Data Interchange standards.
10	Auditor-Controller	The department within the County that is responsible for auditing business operations and paying debts.

ITEM NO.	TERM	DESCRIPTION
B		
11	BI	See Business Intelligence.
12	Break-the-Glass	Break-the-Glass (which draws its name from breaking the glass to pull a fire alarm) refers to a quick means for a person who does not have access privileges to certain information to gain access when necessary. (Break the Glass procedure based on HIPAA security rule).
13	Bundling and Unbundling of Service Codes	Bundling or unbundling that occurs when the actual services performed and reported for payment on a claim can be represented by a different group of procedure codes.
14	Business Intelligence	A business management term, which refers to applications and technologies that are used to gather, provide access to, and analyze data and information about company operations. Business intelligence systems can help companies have a more comprehensive knowledge of the factors affecting their business, such as metrics on sales, production, internal operations, and assist companies in making better business decisions.
C		
15	CCHIT	See Certification Commission for Healthcare Information Technology.
16	Centers for Medicare & Medicaid Services - 1500	Standard paper claim form used by a non-institutional provider or supplier to bill Medicare carriers and Medicare administrative contractors when a provider qualifies for a waiver from the Administrative Simplification Compliance Act requirement for electronic submission of claims; also used to bill Medicaid State Agencies.
17	Certification Commission for Healthcare Information Technology	A recognized certification authority for electronic health record products in the United States, setting the industry bar for functionality, interoperability of products and networks, and security.
18	Checkwrite	File created for processing of payment to FFS providers that are based on state approval.
19	Chief Information Office Bureau	A County department that provides information technology support for DMH. CIOB obtains some of the services needed by DMH through the County ISD, which serves all County departments. CIOB purchases some hosting services, particularly for Web-facing applications or those requiring 24/7 on-site support from ISD. CIOB is comprised of divisions like Enterprise Project Management, Planning, Administration, and IT Contracts.
20	CIOB	See Chief Information Office Bureau.
21	Citrix Client	Application delivery solution that provides a secure single point of access to all applications prior to streaming them to Users over a network.
22	Client and Services Information	A defined set of data elements that DMH is required to provide to the State Department of Mental Health on a regular basis.
23	CMS 1500	See Centers for Medicare & Medicaid Services - 1500.
24	COB	See Coordination of Benefits.

ITEM NO	TERM	DESCRIPTION
25	Cognos Business Intelligence	A BI product that delivers a complete range of BI capabilities, including reporting, analysis, score carding, dashboards, business event management and data integration, on a single architecture.
26	Community Outreach Service	Services provided to the community-at-large, who include special population groups, human service agencies, and individuals and families who are not clients of the mental health system.
27	Community Services and Supports	One of the Plans funded under California's Mental Health Services Act. CSS plan focuses on children and families, transitional age youth, adults, and older adults who have the most severe and persistent mental illness or serious emotional disturbances, including those who are at risk of homelessness, jail, or being put or kept in other institutions because of their mental illness. The CSS Plan for Los Angeles County was initiated in 2005 and funds several new service delivery programs including Full Service Partnerships, Wellness Centers, Service Area Navigation Teams, Urgent Care Center, and Family Supportive Services.
28	Coordination of Benefits	A process for determining the respective responsibilities and priority order of two or more insuring entities that have some financial responsibility for a medical claim.
29	COS	See Community Outreach Service.
30	CPT-4	See Current Procedural Terminology, 4 th Edition.
31	Credentialing	A process of review to approve a provider who applies to participate in a health plan. Specific criteria and prerequisites are applied in determining initial and ongoing participation in the health plan.
32	CSS	See Community Services and Supports.
33	Current Procedural Terminology, 4 th Edition	The official coding system for physicians to report their professional services and procedures to third parties for payment. It is produced and maintained by the American Medical Association.
D		
34	Data Mart	A database, or collection of databases, designed to help managers make strategic decisions about their business. A Data Warehouse combines databases across an entire enterprise as opposed to Data Marts that are usually smaller and focus on a particular subject or department.
35	Data Warehouse	A repository of historical data from disparate sources that can serve as corporate memory. The Data Warehouse contains raw data that could be fed into Data Marts which are available to decision support systems and/or Report Generation Languages.
36	Database Management System	A collection of programs to access and manage data. Also called database system, or simply database. The primary goal of such a system is to provide an environment that is both convenient and efficient to use in retrieving and storing information.
37	DBMS	See Database Management System.

ITEM NO.	TERM	DESCRIPTION
38	Diagnostic and Statistical Manual of Mental Disorders, 4 th Edition, Text Revision	Manual that is published by the American Psychiatric Association and provides diagnostic criteria and other information related to all psychiatric disorders.
39	Dragon Naturally Speaking	A speech recognition software package produced by Nuance Communications for Windows PCs.
40	DSM IV - TR	See Diagnostic and Statistical Manual of Mental Disorders, 4 th Edition, Text Revision.
E		
41	EDI	See Electronic Data Interchange.
42	EFT	See Enhanced File Transfer.
43	EHR	See Electronic Health Record.
44	Electronic Data Interchange	A set of standards for structuring information to be electronically exchanged between and within businesses, organizations, government entities and other groups.
45	Electronic Health Record	An electronic health record provides secure, real-time, patient-centric information to aid clinical decision-making by providing access to a patient's health information at the point of care.
46	Enhanced File Transfer	A web-based secure file transfer solution that provides secure transport protocols, extensive User account control, and post processing workflow for the transfer of electronic files from business to business.
47	Entity-Relationship Diagram	A conceptual data model in graphical notation for representing databases.
48	Episode Data	Information collected regarding a patient that is associated with an Episode of Care.
49	Episode of Care	The time period between the opening and closing of a case within a mental health provider site and the services delivered during that time period through that provider site. It is possible for a client to have multiple episodes of care open at a given point of time.
50	ERD	See Entity-Relationship Diagram.
51	ETL	See Extract, Transform, and Load.
52	Extensible Markup Language	A general-purpose markup language whose primary purpose is to facilitate the sharing of data across different information systems, particularly via the Internet.
53	External payers	Entity external to DMH that reimburse the cost of care to the service provider.
54	Extract, Transform, and Load	A process in data warehousing that involves extracting data from outside sources, transforming it to fit business needs, and ultimately loading it into the Data Warehouse.
F		
55	Fee-for-Service	A funding mechanism whereby a provider is reimbursed based on services delivered.
56	FFS	See Fee-for-Service.

ITEM NO.	TERM	DESCRIPTION
57	Fiscal Year	County's fiscal year which commences on July 1 st and ends the following June 30 th .
58	FSPs	See Full Service Partnerships.
59	Full Service Partnerships	Full Service Partnerships (FSPs) are a program model funded under the MHA Community Service and Supports (CSS) Plan. In these programs, individuals and, where appropriate, their families enroll in a voluntary program designed to insure that the person(s) receiving services are provided the broad range of support needed to accelerate their recovery and develop an on-going realization of wellness. Each enrolled individual is assigned to a single point of responsibility case manager and team with a low enough caseload to insure around-the-clock availability. Services include linkages to, or provision of, all needed services or benefits as defined by the client and/or family in consultation with the case manager. Services are founded on a "whatever-it-takes" commitment and are judged effective by how well the individuals make progress on concrete outcomes of well-being.
60	FY	See Fiscal Year.
G		
61	Grant-in-aid	Monies allocated by one level of government to another level of government to be used for specific purposes.
H		
62	HCPCS	See Healthcare Common Procedure Coding System.
63	Health Level Seven	Standards for electronic interchange of clinical, financial, and administrative information among health care oriented computer systems.
64	Healthcare Common Procedure Coding System	A standardized coding system for describing the specific items and services provided in the delivery of health care for Medicare, Medicaid, and other health insurance programs to ensure that insurance claims are processed in an orderly and consistent manner.
65	HIPAA Final Security Rules	Rules dealing specifically with electronic protected health information, which lay out three types of security safeguards required for compliance: administrative, physical, and technical.
66	HL7	See Health Level Seven.
67	HTTP	See Hypertext Transfer Protocol.
68	Hypertext Transfer Protocol	A communications protocol used to transfer or convey information on the World Wide Web.
I		
69	ICD-9	See International Classification of Diseases, Ninth Revision.
70	IE7	See Windows Internet Explorer 7.
71	Inpatient Fee-for-Services	Services provided at a FFS/Medi-Cal Hospital. Such hospitals submit reimbursement claims for Medi-Cal psychiatric inpatient hospital services through DMH as the fiscal intermediary. Within DMH, this process is managed by the Medi-Cal Inpatient Consolidation Unit.
72	Integrated System	A custom-developed web-based wrapper of the MHMIS developed in order to generate HIPAA-compliant claims. ISD hosts this application

ITEM NO.	TERM	DESCRIPTION
		that runs on the Intel® platform.
73	Internal Services Department	Provides wide area network services throughout the County and County-level information security oversight.
74	International Classification of Diseases, Ninth Revision	The ICD-9 is used to provide a standard classification of diseases for the purpose of health records.
75	International Organization for Standardization	An international organization that consists of member bodies that are the national standards bodies of most of the countries of the world. ISO is responsible for the development and publication of international standards in various technical fields.
76	Internet Protocol	Set of techniques used by many hosts for transmitting data over the Internet.
77	Internet Protocol Security	A suite of protocols for securing IP communications by authenticating and/or encrypting each IP packet in a data stream.
78	IP	See Internet Protocol.
79	IPSec	See Internet Protocol Security.
80	IS	See Integrated System.
81	ISD	See Internal Services Department.
82	ISO	See International Organization for Standardization.
K		
83	Knowledge Base	A database for knowledge management that provides the means for the computerized collection, organization, and retrieval of knowledge.
M		
84	MAA	See Medi-Cal Administrative Activities.
85	Medi-Cal	The Medicaid program in the State of California.
86	Medi-Cal Administrative Activities	Activities outside of actual treatment that support the medical treatment such as enrolling people in Medi-Cal, recruiting new providers or any other administrative type of activities for the proper and efficient administration of the Medi-Cal program. Claims for MAA are currently entered in an internet browser based application.
87	Medi-Cal Eligibility Data System	The data system maintained by the State of California Department of Health Services that contains information on Medi-Cal eligibility. This database is the authority for determining a beneficiary's eligibility for Medi-Cal specialty mental health services and the County responsible for authorization and payment of services.
88	MEDS	See Medi-Cal Eligibility Data System.
89	Mental Health Management Information System	Legacy mainframe based applications that encompass a number of distinct applications including Prescription Authorization and Tracking System.
90	MHMIS	See Mental Health Management Information System.

ITEM NO.	TERM	DESCRIPTION
N		
91	National Council for Prescription Drug Programs	An American National Standards Institute accredited standards development organization. NCPDP creates and promotes standards for the transfer of data to and from the pharmacy services sector of the healthcare industry.
92	National Drug Code	A medication-labeling mechanism used in the United States.
93	National Drug Code Number	A unique 10-digit, 3-segment number identifying the labeler, product, and trade package size that is assigned to each listed drug product.
94	National Provider Identifier	A unique, ten-digit numeric identifier assigned to covered health care providers by the National Plan and Provider Enumeration System. This identifying number does not carry any information about health care providers, such as the state in which they practice or their provider type or specialization. The intent of the NPI is to improve the efficiency and effectiveness of electronic transmission by allowing providers and business entities to submit the same identification number(s) to all payers, such as insurance plans, clearinghouses, systems vendors, and billing services.
95	NCPDP	See National Council for Prescription Drug Programs.
96	NDC	See National Drug Code.
97	Network Time Protocol	A means of transmitting time signals over a computer network.
98	NOA	See Notice of Action.
99	Non-repudiation	Verification that the sender and the recipient were, in fact, the parties who claimed to send or receive the message.
100	Notice of Action	A required document that is given to Medi-Cal beneficiaries informing them of denials, terminations, reductions or modifications of requested specialty mental health services from the County of Los Angeles Department of Mental Health Local Mental Health Plan, and the beneficiary's right to appeal.
101	NPI	See National Provider Identifier.
102	NTP	See Network Time Protocol.
O		
103	Object Linking and Embedding	A distributed object system and protocol developed by Microsoft® that is primarily used for managing compound documents and transferring data between different applications.
104	Object Linking and Embedding Database	A programming interface for data access from Microsoft. Applications can use OLE DB to access data sources directly or they can use OLE DB to call ODBC to access ODBC databases.
105	ODBC	See Open Database Connectivity.
106	OLE	See Object Linking and Embedding.
107	OLE DB	See Object Linking and Embedding Database.
108	Open Database Connectivity	Application that provides a standard software application programming interface method for using database management systems.

ITEM NO.	TERM	DESCRIPTION
P		
109	PHI	See Protected Health Information.
110	Point of Service	A Point-of-Service Medi-Cal program that gives providers the most current information available on Medi-Cal client accounts.
111	Protected Health Information	Any information about health status, provision of health care, or payment for health care that can be linked to an individual. This term is specifically defined under HIPAA.
112	PBM	See Pharmacy Benefits Manager.
113	Pharmacy Benefits Manager	A company that allows health plans to outsource the administration of their prescription drug benefit for plan members. This includes prescription claims adjudication, formulary/prior authorization management, manufacturer's rebate negotiation and data submission.
Q		
114	QA activities	See Quality Assurance activities.
115	Quality Assurance activities	Indirect activities defined by the Federal government that assist a Local Mental Health Plan in insuring and improving the quality of care delivered by its organization that are not provided as a service to or in relation to a specific client of the Department. Claiming for these services is currently paper-based. Only licensed professionals may claim for QA activities.
R		
116	Report Writer Tool	Solution used to modify existing reports or create entirely new ones from information throughout the System and usually also contains the ability to use multiple fonts, colors, sizes, and graphics to design the report for specific audiences and improve usability.
117	Reporting Repository	A database used to manage data delivered by the reporting functions for report generation.
118	RSA SecurID	Credit card sized security token used to authenticate the authorized user, which also produces an unpredictable code that automatically changes every 60 seconds.
S		
119	S/MIME	See Secure / Multipurpose Internet Mail Extensions.
120	SDMH	See State of California Department of Mental Health.
121	Secure / Multipurpose Internet Mail Extensions	A standard for public key encryption and signing of e-mail encapsulated in MIME.
122	Secure Sockets Layer	A cryptographic protocol which provides secure communications on the Internet for such things as web browsing, e-mail, Internet faxing, instant messaging and other data transfers.
123	SFPR	See Single Fixed Point of Responsibility.
124	Share of Cost	A monthly dollar amount some Medi-Cal recipients must pay, or agree to pay, toward their medical expenses before they qualify for Medi-Cal benefits. A Medi-Cal recipient's SOC is similar to a private insurance plan's out-of-pocket deductible.

ITEM NO.	TERM	DESCRIPTION
125	Simple Network Time Protocol	A protocol for synchronizing the clocks of computer systems over packet-switched, variable-latency data networks.
126	Simple Object Access Protocol	A protocol for exchanging XML-based messages over computer networks, normally using HTTP/HTTPS.
127	Single Fixed Point of Responsibility	A specifically designated individual or team within a clinic or agency who has responsibility for maintaining the Client Care Coordination Plan and for coordinating and authorizing services provided to clients who are receiving ongoing mental health services.
128	Sliding fee schedule	The charge for services based upon the income and family size of the individual or family requesting services.
129	SNTP	See Simple Network Time Protocol.
130	SOAP	See Simple Object Access Protocol.
131	SOC	See Share of Cost.
132	SSL	See Secure Sockets Layer.
133	State of California Department of Mental Health	Provides oversight of the state public mental health budget, which includes local assistance funding. SDMH responsibilities include providing leadership for local county mental health departments, evaluating and monitoring public mental health programs, administering federal funds for mental health programs and services, and the implementation of the Mental Health Services Act (Proposition 63).
134	System Log	A computerized data logging of record events in a certain scope in order to provide an audit trail that can be used to diagnose problems.
T		
135	TA1 Interchange Acknowledgment	Indicator that a file was successfully received and any errors that existed within the envelope segments of the received X12 file.
136	TAR	See Treatment Authorization Request.
137	TAR Update Transmittal form	Form that allows for the correction of a previously adjudicated TAR.
138	Taxonomy	A particular code that defines the professional discipline of providers who render services to clients.
139	TLS	See Transport Layer Security.
140	Transport Layer Security	A cryptographic protocol which provides secure communications on the Internet for such things as web browsing, e-mail, Internet faxing, instant messaging and other data transfers.
141	Treatment Authorization Request	A request submitted to DMH administration requesting authorization for the provision of a particular service or type of medication.
142	Triage	A process for sorting injured people into groups based on their need for immediate medical treatment.
143	Triple Data Encryption Standard	A block cipher formed from the Data Encryption Standard cipher by using it three times.
144	TUT Form	See TAR Update Transmittal form.

ITEM NO.	TERM	DESCRIPTION
U		
145	UB-04	See Uniform Bill-04.
146	UMDAP	See Uniform Methods of Determining Ability to Pay and Annual Liability.
147	Uniform Bill-04	A standardized form from the Centers for Medicare and Medicaid Services used to electronically submit claims for health care received in an institutional setting to payers.
148	Uniform Methods of Determining Ability to Pay	Process by which annual liability is determined. See Annual Liability.
149	US ASCII	See American Standard Code for Information Interchange.
W		
150	Web-enabled	Ability to access content using a web browser and HTTP (see Hypertext Transfer Protocol) as a primary communication protocol through the Internet or Intranet. Content may reside in the folder on the web server or on a database connected to the web server and is transparent to the user.
151	Windows Internet Explorer 7	A web browser released by Microsoft® in late 2006 for Windows Vista and XP SP2.
X		
152	XML	See Extensible Markup Language
153	XML Signature	A W3C recommendation that defines an XML syntax for digital signatures.



EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

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

I. DELIVERABLES

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT ⁽¹⁾	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 1.1 - Project Planning	\$40,200	\$28,140	\$12,060
Deliverable 1.2 - Contractor Staff	\$153,360	\$107,352	\$46,008
Deliverable 1.3 - Detailed Work Plan	\$95,322	\$66,725	\$28,597
Deliverable 2.0 - Project Status Reports M1	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M2	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M3	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M4	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M5	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M6	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M7	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M8	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M9	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M10	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M11	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M12	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M13	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M14	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M15	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M16	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M17	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M18	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M19	\$47,089	\$32,962	\$14,127

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT ⁽¹⁾	PAYMENT/AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 2.0 - Project Status Reports M20	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M21	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M22	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M23	\$47,089	\$32,962	\$14,127
Deliverable 2.0 - Project Status Reports M24	\$47,089	\$32,962	\$14,127
Deliverable 3.1.1 - Prepare Data Center	\$55,493	\$55,493	(5)
Deliverable 3.1.2 - Provide Dedicated Network	\$180,084	\$180,084	(5)
Deliverable 3.1.3 - Provide System Administration Portal	\$437,326	\$437,326	(5)
Deliverable 3.1.4 - Confirm Hosting Environment is Established	\$411,605	\$411,605	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M4	\$92,748	\$92,748	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M5	\$92,748	\$92,748	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M6	\$92,748	\$92,748	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M7	\$92,748	\$92,748	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M8	\$148,292	\$148,292	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M9	\$148,292	\$148,292	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M10	\$148,292	\$148,292	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M11	\$148,292	\$148,292	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M12	\$148,292	\$148,292	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M13	\$148,292	\$148,292	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M14	\$148,292	\$148,292	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M15	\$148,292	\$148,292	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M16	\$148,292	\$148,292	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M17	\$148,292	\$148,292	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M18	\$148,292	\$148,292	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M19	\$148,292	\$148,292	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M20	\$148,292	\$148,292	(5)

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT (1)	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 3.1.5 - Provide Monthly Hosting Services M21	\$148,292	\$148,292	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M22	\$148,292	\$148,292	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M23	\$148,292	\$148,292	(5)
Deliverable 3.1.5 - Provide Monthly Hosting Services M24	\$148,288	\$148,288	(5)
Deliverable 3.2 - Application Software Delivery	\$9,281,967	\$6,497,377	\$2,784,590
Deliverable 3.2.1 - Early Project Development Environment	\$28,290	\$28,290	(5)
Deliverable 3.3 - Load Baseline Application Software	\$1,523,040	\$1,066,128	\$456,912
Deliverable 3.4 - Synchronize for Application and Database Replication	\$96,348	\$67,444	\$28,904
Deliverable 4.1 - Training Plan	\$88,787	\$62,151	\$26,636
Deliverable 4.2 - Training	\$647,688	\$453,382	\$194,306
Deliverable 4.3 - Training Materials	\$259,440	\$181,608	\$77,832
Deliverable 5.0 - Configure System	\$3,990,938	\$2,793,657	\$1,197,281
Deliverable 6.1 - Integration	\$227,970	\$159,579	\$68,391
Deliverable 7.0 - Custom Programming Modifications	(2)	(2)	(2)
Deliverable 8.1 - System Test Plan	\$123,799	\$86,659	\$37,140
Deliverable 8.2 - Module Tests	\$847,152	\$593,006	\$254,146
Deliverable 8.3 - Reporting Tool Tests	\$212,400	\$148,680	\$63,720
Deliverable 8.4 - System Integration Test	\$101,280	\$70,896	\$30,384
Deliverable 8.5 - System Performance Test	\$116,604	\$81,623	\$34,981
Deliverable 9.1 - Data Conversion Plan	\$69,645	\$48,751	\$20,894
Deliverable 9.2 - Data Conversion Programs	\$56,400	\$39,480	\$16,920
Deliverable 9.3 - Data Conversion Test	\$478,188	\$334,732	\$143,456
Deliverable 9.4 - Conversion	\$61,047	\$42,733	\$18,314
Deliverable 10.1 - System Cutover Plan	\$65,520	\$45,864	\$19,656
Deliverable 10.2 - Pilot Tests	\$963,302	\$674,311	\$288,991

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT (1)	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 10.3 - Final System Acceptance	(3)	(3)	(3)
Deliverable 11.1 - Close-Out Plan	(2)	(2)	(2)
Deliverable 11.2 - Data Files	(2)	(2)	(2)
Deliverable 11.3 - Claims Run-Out Services	(2)	(2)	(2)
Deliverable 11.4 - Audit Requests	(2)	(2)	(2)
TOTAL SCHEDULE OF PAYMENTS	\$24,635,283	\$18,446,116	\$6,189,167

II. CONTRACT SUM

Category	Total Cost
Implementation Services	\$24,635,283
Fixed One-Time Set-Up Fee (4)	\$3,504,428
Maintenance and Support Services	\$31,262,340
Hosting Services	\$30,084,500
Contractor's On-Site Transitional Application Administrator (6)	\$170,544
Peripheral Hardware	\$3,320
Pool Dollars	\$3,656,378
Contract Sum	\$93,316,793

(1) Deliverable amounts are inclusive of all applicable taxes pursuant to Paragraph 8.5 (Delivery of System Software; Taxes) of this Agreement.
 (2) County shall make payment for this Deliverable as Other Professional Services out of Pool Dollars pursuant to Paragraph 4.5 (Other Professional Services) and will require the application of a form of Change Notice or an Amendment under Paragraph 6 (Change Notices and Amendments) of the Agreement.
 (3) County shall release Holdback Amount and make payment for this Deliverable pursuant to Deliverable 10.3 (Final System Acceptance) of Exhibit A (Statement of Work).
 (4) Fixed One-Time Set-up Fee will be due Contractor for the purchase of hardware, software, and software licenses for Contractor's Primary and Secondary Data Centers identified in Schedule D.6 (Schedule of Contractor's Primary and Secondary Data Center Hardware and Software for Hosting Services). Upon delivery of such equipment, Contractor shall submit to County a written inventory of hardware, software, and software licenses with corresponding County costs.
 (5) Deliverable is not subject to thirty percent (30%) Holdback.
 (6) Contractor shall provide on-site Transitional Application Administrator for Maintenance and Support Services for Years 1 and 2 pursuant to Deliverable 10.3 (Final System Acceptance) of Exhibit A (Statement of Work). Contractor shall invoice County on a monthly basis pursuant to Paragraph 8 (Invoices and Payments) of this Agreement.



EXHIBIT D

SERVICE LEVEL REQUIREMENTS

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1 This Exhibit D sets forth Contractor's service level commitment with respect to the System provided
2 by Contractor under the Agreement. Capitalized terms used in this Exhibit D without definition
3 herein shall have the meanings given to such terms elsewhere in the Agreement or Exhibit A
4 (Statement of Work).

5 **I. SCOPE OF SERVICES**

6 Without limiting the more detailed descriptions set forth in the subsequent sections of
7 this Exhibit D and otherwise in the Agreement, Contractor shall provide and maintain the
8 System and shall provide all other Work necessary to host the System Software such
9 that the System shall perform as defined herein, and in accordance with the
10 Specifications, Response Time Requirements, and otherwise with the Agreement.

11 Throughout the Term of the Agreement, Contractor shall provide Maintenance and
12 Support Services and Hosting Services for the System as further set forth below, twenty-
13 four (24) hours per day, seven (7) days per week. County Staff must have the ability to
14 submit a service request twenty-four (24) hours per day, seven (7) days per week for
15 Maintenance and Support Services and Hosting Services via telephone, mail, electronic
16 mail (e-mail), and web based Service Request Tracking System (SRTS) or any other
17 reasonable means. Service requests may be submitted in person during normal working
18 hours Monday through Friday 6:00 AM – 6:00 PM Pacific Standard Time (PST). County
19 will telephone support for any Level I Priority service requests outside of normal working
20 hours. Contractor response outside normal working hours will be by return telephone
21 call for Level I Priority service requests only.

22 All other service requests will be provided during normal working hours. Maintenance
23 and Support Services and Hosting Services shall include Contractor performing all Work
24 outlined in this Exhibit D, at no additional cost beyond the Maintenance and Support
25 Fees and Hosting Services Fees expressly set forth in the Agreement. Contractor's
26 Work hereunder shall include, in each case in full accordance with the Agreement, this
27 Exhibit D, the Statement of Work and otherwise with the Specifications.

28 **II. GENERAL**

29 (1) Maintenance and Support Services and Hosting Services shall commence in
30 accordance with Paragraph 4.4 (Maintenance and Support Services and Hosting
31 Services) of the Agreement and shall continue for the Term hereof, if so elected
32 by County. Contractor shall support all System Software in the version(s) and the
33 Hosting Environment then-existing as of the Effective Date at Contractor's
34 Primary and Secondary Data Centers. As new releases of the System Software
35 are introduced, Contractor shall support at least the most recent and prior two (2)
36 major version releases for the Term of the Agreement.

37 (2) "Contractor's Primary Data Center" shall mean the principal data center facility in
38 which the Hosting Environment shall operate throughout the Term of the
39 Agreement and as described in this Exhibit D.

40 (3) "Contractor's Secondary Data Center" shall mean a fail-over recovery data center
41 facility in which the Hosting Environment shall operate and provide Business
42 Continuity services throughout the Term of the Agreement and as described in
43 this Exhibit D.

44 (4) For Maintenance and Support Services and Hosting Services, County's primary
45 contacts shall be the County's Project Manager and County Staff who have been

- 46 delegated responsibility for each major Component or group of Components of
47 the System. Once identified, County shall provide written notification to
48 Contractor within a reasonable time of any change to the identified contacts for
49 County.
- 50 (5) Contractor shall respond to and resolve Deficiencies as described in this Exhibit
51 D.
- 52 (6) Contractor shall provide and install Updates to the System Software as mutually
53 agreed upon in advance by County and Contractor. Contractor shall notify
54 County's Project Manager or his/her designee of any scheduled or unscheduled
55 installation of Updates that would affect access to the System Software.
56 Installation of Updates shall be completed by the date and time as agreed upon
57 between Contractor and County.
- 58 (7) Contractor shall host the System Software and facilitate the provision of business
59 continuity and disaster recovery as further set forth in this Exhibit D.
- 60 (8) County will provide Contractor with information and assistance reasonably
61 requested by Contractor as necessary to detect, simulate, and correct any
62 Deficiency or other failure of the System to operate in accordance with
63 Specifications. Notwithstanding the foregoing, without limiting County's rights
64 pursuant to Paragraph 36 (Notice of Delays) of the Agreement and regardless of
65 the level of assistance provided by County, Contractor is solely responsible for
66 timely correction of all Deficiencies in accordance with Section VIII.B (Corrective
67 Maintenance) of this Exhibit D.
- 68 (9) Contractor will be expected to and agrees to respond and reasonably assist
69 County when there are System problems which may or may not be the direct
70 fault of Contractor at no additional cost to County. These possible problems
71 include without limitation, potential incompatibilities or security related problems
72 that may arise due to hardware, software or other product integration issues, and
73 which may impact System performance.
- 74 (10) Any Updates or Enhancements required in order for the System Software to
75 remain compliant with applicable Federal and State laws, regulations (and, in the
76 case of local laws and regulations, in order to meet Specifications and System
77 Performance Requirements), rules, ordinances, directives, guidelines, policies
78 and procedures relating to County operations including, without limitation, MHSA
79 Capital Facilities and Technological Needs Guidelines and regulations issued by
80 Federal agencies including but not limited to the IRS, CMS, FDA, Department of
81 Health and Human Services (HHS), Federal Trade Commission (FTC) and
82 Department of Defense (DOD), shall be provided to County at no additional cost
83 over the monthly Maintenance and Support Fees set forth in Schedule D.2
84 (Maintenance and Support Fee Schedule) and shall be limited to the functionality
85 of the System Software.
- 86 (11) Any Update to the Hosting Environment is expected to comply with Federal and
87 State laws and regulations at no additional cost over the monthly Hosting
88 Services Fees set forth in Schedule D.3 (Hosting Services Fee Schedule).
- 89 (12) Contractor shall provide County with System Software Updates, revised related
90 Documentation and, if necessary, modified procedures, to correct any failure of
91 the System to operate in accordance with Specifications.

- 92 (13) Contractor will provide current, comprehensive Documentation for all System
93 Software in printable electronic format. Contractor shall maintain all
94 Documentation for Application Software so as to include all Enhancements and
95 procedural changes and shall ensure that it is up-to-date and available at all
96 times throughout the Term. Contractor shall update and disseminate to County,
97 Documentation simultaneous with the delivery to County of any Enhancement or
98 addition to the System or change in applicable procedure.
- 99 (14) Contractor shall provide Maintenance and Support Services for Custom
100 Programming Modifications (including all reports designed under Custom
101 Program Modifications), Interfaces, and Conversions provided by Contractor
102 (including Updates to all of the foregoing), and all other Work required to
103 maintain compatibility of data, Interfaces, Conversions, and other Custom
104 Programming Modifications with any Enhancements provided in accordance with
105 this Agreement, in each case at no additional cost to County.
- 106 (15) Contractor shall provide County with physical access to the Contractor's Primary
107 and Secondary Data Centers upon County's request as mutually agreed upon in
108 advance by County and Contractor.
- 109 (16) County shall provide appropriate access through its network by which Contractor
110 may, in each case with the prior written permission of County's Project Manager
111 or his/her designee, remotely access the System for the purpose of remote
112 diagnostics and support. Contractor shall furthermore provide any required on-
113 site support, as reasonably determined by County, to ensure timely Maintenance
114 and Support Services. Contractor shall be responsible for all costs and
115 expenses, including travel expenses, incurred in the provision of on-site support.

116 **III. OPERATIONS AND HOSTING SERVICES**

117 Without limiting the Contractor's responsibilities described herein or otherwise in the
118 Agreement, Maintenance and Support Services and Hosting Services shall include the
119 provision of all Work necessary for the System Software to perform in accordance with
120 the Specifications, Hosting Environment, and System Performance Requirements and
121 shall include the following:

122 **A. System Monitoring and Reporting:**

- 123 (1) Contractor shall continually monitor the System in order to detect and
124 prevent issues causing the System to perform other than in accordance
125 with the System Performance Requirements and Specifications.
- 126 (2) Contractor shall maintain County's ability to monitor the Hosting
127 Environment network connectivity and key performance metrics through a
128 System administration portal provided by Contractor.
- 129 (3) Contractor shall create a delivery schedule and either deliver monitoring
130 reports to be defined by County or shall provide County with access to a
131 method by which to generate such reports.

132 **B. System Backup:**

- 133 (1) Contractor shall maintain a full back up of County data environments
134 stored onto tape systems, with a rotating tape schedule. Should tape
135 backup become obsolete, other storage media as mutually agreed upon
136 in advance by County and Contractor shall be used. A daily encrypted

- 137 backup shall be kept off-site in a secure, vault location. Weekly, monthly,
138 and yearly encrypted backups shall be maintained by Contractor, stored
139 off-site, and rotated on a periodic basis consistent with the period being
140 stored.
- 141 (2) Contractor shall perform back-up and recovery testing pursuant to its
142 internal testing and security protocols, which shall include testing of not
143 less than the following systems and procedures: (i) secondary site failover
144 testing; (ii) firewall redundancy tests; (iii) web server tests; (iv) recovery
145 testing with tape backups of the application data; and (v) database
146 failover testing.
- 147 (3) Contractor shall perform backup activities prior to the installation of
148 System Components, Updates, Workarounds, and Custom Programming
149 Modifications.
- 150 (4) Contractor shall perform backup activities prior to the installation of
151 Application Software to correct a Deficiency.
- 152 (5) Contractor shall periodically review and validate Contractor's Application
153 Software backup procedures, and periodically validate the accuracy and
154 integrity of the backup data. Contractor shall provide a written report of
155 any inaccuracies and inconsistencies in a format approved by County.

156 C. Hardware Maintenance:

- 157 (1) Contractor shall schedule and perform maintenance, including preventive
158 maintenance of Application Software, including, but not be limited to, the
159 repair or replacement of all non-functioning or under-performing hardware
160 or hardware no longer supported by its manufacturer and used by
161 Contractor for hosting the Application Software, in order to maintain
162 County's System Performance Requirements.
- 163 (2) Contractor shall repair, upgrade or replace non-functioning or under-
164 performing hardware or hardware no longer supported by its
165 manufacturer, and used by Contractor for hosting the Application
166 Software as is necessary for the System to perform in accordance with
167 Specifications and System Performance Requirements to support and be
168 compatible with any Updates, Custom Programming Modifications, and/or
169 Interfaces.
- 170 (3) Based on hardware platforms recommended by Contractor, Contractor
171 shall maintain compatibility of the System Software with new hardware,
172 firmware, operating system software versions, database software
173 versions, Third Party Software, and configurations. Contractor shall
174 provide quality assurance, testing processes, and Corrective
175 Maintenance in collaboration with County Staff to ensure any Custom
176 Program Modification or Enhancement is suitable for release.

177 D. Updates, Patches, and Version Releases:

- 178 (1) Contractor shall provide System Software modifications, Updates,
179 Enhancements, corrections, security and application patches, fixes,
180 improvements, and new releases, including without limitation all generally
181 available commercial releases and Updates of any System Software
182 (collectively, "Enhancements") to County on a regular basis and promptly

183 after Contractor's creation or receipt thereof. Enhancements shall
184 include, but shall not be limited to, Updates, improvements, fixes, security
185 patches, and new version releases as to all Third Party Software.
186 Contractor shall certify that all Enhancements are compatible with the
187 System prior to their installation in Production Use.

188 (2) Contractor shall create and provide all Updates to Application Software
189 necessary to keep current with industry standards in accordance with this
190 Exhibit D; provided, however, that any Updates that are required for a
191 proprietary function of County, not required for Contractor's other
192 customers in the State of California, or any change required by a County
193 level ordinance or regulation, and not required by State of California or
194 Federal requirements will be subject to mutual agreement by County and
195 Contractor as to cost and development timetable. Without limiting the
196 other provisions of the Agreement, such Updates shall be provided to
197 County at least once every year unless otherwise agreed upon by County
198 and Contractor. In addition, County shall notify Contractor in writing
199 within forty-five (45) days of the adoption or modification of any County
200 technology or security standard affecting the Application Software. With
201 regard to any required Updates in respect of such new County technology
202 or security standards, Contractor and County shall mutually agree on cost
203 and the timetable for Contractor to provide this functionality to County.

204 Except to the extent otherwise approved in writing by County's Project
205 Manager, Contractor shall notify County of all such Updates to the
206 Application Software prior to the anticipated installation date. Contractor's
207 provision to County of such Updates to the Application Software shall be
208 at no additional cost to County beyond the Maintenance and Support
209 Fees.

210 (3) Contractor will provide appropriate training for County Staff with respect
211 to annual Updates, major software releases or any other System
212 Software Enhancement that involves significant new or different
213 functionality or procedures.

214 (4) In the event that a Third Party Software vendor whose software (including
215 successor or replacement software) is specified in Attachment B.3
216 (Schedule of Peripheral Hardware, System Software, and Third Party
217 Software) to Exhibit B (Technical Solution Requirements) changes its
218 licensing structure in a subsequent product version in a manner which
219 changes the number of required licenses (e.g., concurrent Users
220 becomes named Users), Contractor shall promptly provide to County,
221 licenses sufficient to provide County with the same level of use that
222 County enjoyed under the previous licensing structure, at no additional
223 cost to County.

224 (5) Contractor shall provide all Maintenance and Support Services for Third
225 Party Software that is part of the System Software as specified in
226 Attachment B.3 (Schedule of Peripheral Hardware, System Software, and
227 Third Party Software) to Exhibit B (Technical Solution Requirements),
228 including all Updates and other Enhancements. Third Party Software
229 versions installed as part of the System shall be versions currently
230 supported by the Third Party Software vendor.

- 231 (6) In the event it is determined by County, Contractor or a third party that
232 any Update to Third Party Software, as specified in Attachment B.3
233 (Schedule of Peripheral Hardware, System Software, and Third Party
234 Software) to Exhibit B (Technical Solution Requirements), is required in
235 order to maintain support from the Third Party Software vendor or to
236 maintain compatibility with the Application Software or operating system
237 or to resolve a Deficiency, Contractor, at no additional cost to County,
238 shall provide County with an automated Workaround (as defined in
239 Section VIII.B(5)(e)) to protect the integrity of the Application Software
240 and related data until such time as the Deficiency is corrected.
241 Compatibility issues with Third Party Software specified in Attachment B.3
242 (Schedule of Peripheral Hardware, System Software, and Third Party
243 Software) to Exhibit B (Technical Solution Requirements) will be subject
244 to Section VIII.B (Corrective Maintenance).
- 245 (7) Contractor shall provide Maintenance and Support Services for Custom
246 Programming Modifications (including all reports designed under Custom
247 Program Modifications), Interfaces, and Conversions provided by
248 Contractor (including Updates to all of the foregoing), and all other Work
249 required to maintain compatibility of data, Interfaces, Conversions, and
250 other Custom Programming Modifications with any Enhancements
251 provided in accordance with this Agreement, in each case at no additional
252 cost to County.
- 253 (8) Any Updates or Enhancements required in order for the System Software
254 to remain compliant with applicable Federal and State laws shall be
255 provided to County in accordance with Section II.10(General).
- 256 E. Preventive Maintenance:
- 257 (1) Contractor shall create a schedule of required preventative maintenance
258 Tasks for the System to ensure that the System and all Components
259 thereof are functioning in accordance with this Agreement. Such
260 preventative maintenance Tasks include, but are not limited to, the
261 following:
- 262 (a) Updates for Application Software, Interfaces, and other System
263 Software;
- 264 (b) Application communication configuration for System Software; and
- 265 (c) Review of error and other logs to ensure any required Corrective
266 Maintenance needed is detected in a timely manner to the extent
267 possible and in any event a correction shall be performed.
- 268 (2) Contractor shall use its best efforts to assure unscheduled preventive
269 maintenance shall not disrupt System functioning in accordance with this
270 Agreement. However, County recognizes that regularly scheduled routine
271 preventive maintenance may be needed which will require scheduled
272 System downtime. Scheduled maintenance shall be conducted between
273 the hours of 10:00 PM and 6:00 AM PST. Contractor shall provide seven
274 (7) Working Days advance notice to County thereof, except for
275 emergency/critical maintenance events requiring immediate attention.
276 Any deviation from scheduled maintenance hours as stated herein shall
277 be only upon written approval from County.

278 Contractor agrees that the combined System unavailability due to such
279 routine scheduled maintenance shall not exceed an average of four (4)
280 hours per month and not more than six (6) hours in any single month
281 during any calendar month. Any excess scheduled downtime not agreed
282 in writing in advance by County in accordance with this Section, or
283 pursuant to Section X (System Reliability) as to non-routine maintenance,
284 shall be treated as Downtime in accordance with Section X.A.

285 (3) The System shall be available to Users for not less than 99.95% of the
286 hours in a month, twenty-four (24) hours per day, and seven (7) days per
287 week, except for the time periods attributable to:

288 (a) Circumstances beyond Contractor's reasonable control, including,
289 without limitation, acts of any governmental body, war,
290 insurrection, sabotage, armed conflict, embargo, fire, flood,
291 interruption of or delay in transportation;

292 (b) County's inability to access the Contractor's network, solely as a
293 result of County-provided infrastructure;

294 (c) Scheduled maintenance, scheduled backups, scheduled restores,
295 and emergency maintenance and upgrades; and

296 (d) County acts or omissions (or acts or omissions of others engaged
297 or authorized by County), including, without limitation, custom
298 scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc), any
299 negligence, willful misconduct, or use of the services in breach of
300 the Agreement and acceptable use as provided in writing to
301 County.

302 IV. HOSTING ENVIRONMENT

303 Without limiting the Contractor's responsibilities described herein or otherwise in the
304 Agreement, Maintenance and Support Services and Hosting Services shall include the
305 provision of a Hosting Environment to perform in accordance with the Specifications and
306 System Performance Requirements and shall include the following:

307 A. Environmental Details:

308 Contractor shall securely maintain, preserve, and exchange consumer data in a
309 database running on commercially available hardware servers. Contractor's
310 servers shall be housed and secured in Contractor's Primary and Secondary
311 Data Centers in compliance with current HIPAA security rulings. Prior to any
312 relocation of Contractor's Primary or Secondary Data Center site(s) Contractor
313 shall obtain written approval by the County, which shall not be unreasonably
314 withheld.

315 Contractor shall maintain and preserve all data on County's database schema
316 and shall manage in full compliance with current HIPAA regulations for data
317 security, confidentiality, and authorized access. County shall exclusively own all
318 data held within the County's database schema on Contractor's system.

319 B. Physical Environment:

320 (1) Contractor shall maintain County's Hosting Environment facilities with:

321 (a) Redundant power, cooling, and Internet connections into
322 dedicated cage environments, accessible to only Contractor staff
323 and authorized Hosting Environment contractors; and

324 (b) Emergency battery power sufficient to support the System's
325 operation until a generator is online, in the event of a power issue.

326 C. Technical Environment:

327 (1) Contractor shall implement the technical solution for the County with
328 redundant System Components. County's Hosting Environment shall
329 include:

330 (a) Network load balancers, web servers, application servers, and
331 database servers in a redundant configuration;

332 (b) Fully redundant Storage Area Network (SAN) using Redundant
333 Array of Independent Disk (RAID) and multiple data paths for
334 storing County's data; and

335 (c) Maintenance of fully separate development, test, training, and
336 production environments.

337 D. Physical Security Environment:

338 (1) Contractor shall maintain County's Hosting Environment in Statement on
339 Standards for Attestation Engagements (SSAE) 16 certified facilities, or
340 facilities of successor certification, with:

341 (a) Access controlled through documented procedures;

342 (b) 24/7/365 security and technical engineering staff;

343 (c) Physical access which requires government-issued picture
344 identifications for access validation and multi-factor authentication
345 for floor access; and

346 (d) Video surveillance monitoring 24/7/365.

347 (2) Contractor's physical cage environments shall be governed by strict
348 Access Control Lists (ACL) for physical access to the environments. All
349 data and storage cabinets shall be secured with locks, requiring proximity
350 cards for physical access. All cage access and cabinet access shall be
351 monitored through internal management and logging systems.

352 (3) Contractor shall maintain comprehensive security policies, procedures,
353 and controls to govern, support, and secure the Hosting Environment.
354 Security policies and procedures shall be reviewed and updated on a
355 regular basis. Contractor's security management controls shall be
356 reviewed by an independent third party firm, on an annual basis, following
357 SSAE16 or successor certification, guidelines and format.

358 E. System Security:

359 Contractor shall use secure technology to protect County's data and
360 transmissions between the Internet browser, client desktops and the Hosting
361 Environment which shall include the following:

- 362 (1) Industry standard products to protect customer data when transmitting
363 across public networks, including 128/256-bit Secure Socket Layer (SSL)
364 certificates signed by mutually agreed upon certificate authority and 168-
365 bit Triple Data Encryption Standard (DES) Internet Protocol Security
366 (IPsec) Virtual Private Network (VPN) connections.
- 367 (2) A network structure protected by redundant clustered firewalls and
368 monitored with intrusion prevention systems. All security systems shall
369 be from leading security industry vendors, implemented in conjunction
370 with Contractor's third party security firms, and validated by Contractor's
371 separate third party vulnerability/penetration testing firms. The firewall
372 logs shall be reviewed weekly and analyzed proactively by enterprise
373 security management systems to identify security threats. The System
374 shall be safeguarded using Network Address Translation (NAT), Internet
375 Protocol (IP) masquerading, port redirection, non-routable IP addressing
376 and ACL's, multi-factor authentication, and management network
377 segregation.
- 378 (3) Background checks, employment checks, and education checks for all
379 Contractor staff prior to being offered employment. All Contractor's
380 support staff shall go through extensive security, and privacy training prior
381 to being provided physical access.
- 382 (4) Multi-factor devices to access managerial functionality within the
383 environment for administrative access. All User access shall be monitored
384 and managed by the Contractor's Security/Compliance Department. All
385 servers, hardware devices, software applications, User accounts, security
386 devices, and technical services shall be fully audited and managed in real
387 time by enterprise management and notification systems. Any account,
388 physical, environmental or security change shall be immediately identified
389 and trigger a notification to all Contractor hosting and security staff.
390 Contractor's enterprise management systems shall immediately provide
391 an ISO compliance dashboard showing full compliance status with all
392 applicable environmental controls.
- 393 (5) The maintenance of security by restricting access points to all production
394 environments. Strong password rules shall be enforced and all Systems
395 shall be constantly updated to the vendor recommended patch levels for
396 security. Systems shall be hardened by disabling any non-critical ports,
397 users, protocols, and processes, following vendor's "best practice"
398 recommendations for security. All environmental operating systems
399 access shall require multi-factor authentication.
- 400
- 401 (6) Operations to identify and manage risks and vulnerabilities that could
402 affect the Contractor's ability to provide reliable Hosting Services to the
403 County. These processes shall require Contractor management to assign
404 a risk profile to all assets within the Hosting Environment, including
405 hardware, software, services, staff, and client data. Each asset and its
406 applicable risk and vulnerabilities shall be tracked, monitored, and
407 reviewed on a regular basis. Any new assets shall be evaluated based
408 upon a risk rating formula. The hosting operations executives shall meet
409 periodically to discuss the risks Contractor is facing. These shall include

410 various aspects of financial and technological risks, including risks
411 introduced by changes in the nature of services provided and processing
412 when applicable. In addition, Contractor's department managers shall
413 meet with its staff on a regular basis to discuss any outstanding issues
414 pertaining to their function within Contractor's organization.

415 (7) Extensive change management policies, procedures, and controls. All
416 non-routine environment changes shall require approvals, extensive
417 testing, and full documentation prior to being implemented within the
418 Hosting Environment.

419 (8) Extensive incident management and monitoring procedures for the
420 Hosting Environment. Contractor shall notify County of any security
421 breach into the System in accordance with Exhibit M (Business Associate
422 Agreement).

423 F. Data Back-up and Recovery Services:

424 Contractor shall provide back-up and recovery services. Data shall be stored on
425 redundant application and database hardware in Contractor's Primary Data
426 Center and replicated to Contractor's Secondary Data Center. Data security shall
427 be provided by SSL encryption, IPsec encryption, multiple levels of virus
428 protection, intrusion prevention systems, multi-factor management
429 authentication, enterprise firewalls, and filtering routers. Hosting Environment
430 shall provide redundancy at all tiers of the environment, redundant clustered
431 firewalls with redundant Internet connections, running industry standard secure
432 inspection, and analysis software. There shall be no data loss due to
433 environmental failures or catastrophic disk failures, except for un-replicated/un-
434 committed transactions. Contractor shall utilize replication, shadowing, and snap-
435 shot technologies between physical systems and Hosting Environment. In the
436 event of a significant Primary Data Center failure, a failover to the Contractor's
437 Secondary Data Center shall be completed. A restoration to the primary
438 environment shall occur at a mutually agreeable time between the Contractor
439 and County.

440 V. **CHANGE MANAGEMENT**

441 Contractor shall utilize the change management process approved by County to manage
442 all changes to the System. All changes related to the System shall require prior written
443 approval from County's Project Director or County's Project Manager and Contractor
444 shall provide appropriate Documentation.

445 VI. **SECURITY MONITORING AND REPORTING**

446 In addition to the other monitoring and reporting requirements of the Agreement, the
447 Contractor shall perform the following services for security monitoring and reporting:

448 A. In the event of any security problem(s) (e.g., discovery of "back door", database
449 or other Application Software vulnerabilities, or other intrusion-related problems)
450 relating to System Software, whether identified by Contractor, County or a third
451 party, Contractor shall work with County and third parties, as appropriate, to
452 identify such vulnerabilities, coordinate resolution, and promptly validate any
453 required System patches, unless otherwise agreed by County as specified
454 herein.

- 455 B. In the event of breach of any security when sharing Protected Health Information,
456 Contractor shall comply with all provisions set forth in Exhibit M (Business
457 Associate Agreement).
- 458 C. Contractor shall provide a written report to Departmental Information Security
459 Officer (DISO) or his/her designee and County's Project Director of repeated
460 attempts to gain unauthorized access to the System. The report should include
461 the capture of the location identification/address where the attempt was made,
462 and the type of access that was being attempted.
- 463 D. Contractor shall perform security scanning and penetration testing from the
464 Internet and internally at least annually. Such testing shall be performed using
465 industry-recognized tools. Testing results must be provided via a report to DISO
466 or his/her designee and County's Project Director.
- 467 E. Contractor shall provide reasonable assistance to County in generating security
468 audit reports related to Contractor's Hosting Environment and Hosting Services
469 as requested by Federal, State or County auditors, and/or County-approved third
470 party.
- 471 F. Contractor shall provide a third party independent security assessment to DISO
472 or his/her designee which minimally addresses:
- 473 (1) Regulatory compliance.
- 474 (2) Web application and data security.
- 475 (3) Identity management and access control.
- 476 (4) System and network vulnerability and penetration tests.
- 477 (5) Incident response and digital forensics.
- 478 (6) Business continuity and disaster recovery (as further set forth below).
- 479 The Contractor will notify County before running vulnerability scans on the
480 System in the production environments.
- 481 G. All System, application, transaction and access logs, audit trails, and reports will
482 be made available to DISO or his/her designee and County's Project Director
483 within three (3) Working Days, upon County's request.

484 VII. BUSINESS CONTINUITY AND DISASTER RECOVERY

- 485 A. Business Continuity:
- 486 (1) "Business Continuity" shall mean the provision of services to Users for
487 mission critical System Software for both Production Use and Business
488 Continuity environments with the inclusion of high availability as defined
489 below.
- 490 (2) "High Availability" shall mean the availability of a hot site, as defined
491 below, whereby the Contractor's Secondary Data Center is utilized in the
492 event the Contractor's Primary Data Center becomes unavailable, is
493 malfunctioning or otherwise fails to meet Specifications.
- 494 (3) "Hot Site" shall mean:
- 495 (a) Contractor's Secondary Data Center becomes available in one (1)
496 hour or less in the event the Contractor's Primary Data Center

497 becomes unavailable, is malfunctioning or otherwise fails to meet
498 Specifications. This System performance measure is also known
499 as Recovery Time Objective (RTO).

500 (b) Contractor's Secondary Data Center will become available for
501 Production Use with loss of data submitted by User limited to five
502 (5) minutes or less, for transactions that have not been committed
503 to the database at the time of failure in the Contractor's Primary
504 Data Center. This System performance measure is also known as
505 Recovery Point Objective (RPO).

506 Contractor shall provide Business Continuity for the System through the Hosting
507 Environment throughout the Term of the Agreement in accordance with Exhibit A
508 (Statement of Work). As a part of Business Continuity, Contractor shall provide disaster
509 recovery services as further set forth below.

510 B. Disaster Recovery:

511 "Disaster Recovery" shall mean the process, policies, and procedures maintained
512 and executed by Contractor for the purposes of preparing for recovery and
513 continuation of the System after a catastrophic event that resulted in significant
514 or potentially significant System downtime or disruption of the production
515 environment which requires Contractor to invoke its Disaster Recovery plan.

516 Contractor shall:

517 (a) Submit a Disaster Recovery plan in printable electronic format for
518 County's review and County's Project Director's approval as
519 specified in the Exhibit A (Statement of Work).

520 (b) Notify County of changes to the Disaster Recovery plan within ten
521 (10) Working Days.

522 (c) Keep the Disaster Recovery plan up-to-date and available at all
523 times throughout the Term.

524 (d) In collaboration with County, conduct annual testing for validity of
525 data and operations availability should the Disaster Recovery plan
526 need to be activated.

527 (e) Provide County, with a printable electronic format copy of the
528 annual Disaster Recovery test results within thirty (30) days of
529 completion of such test.

530 (f) Upon occurrence of a disaster affecting Contractor's Primary Data
531 Center, provide the following Disaster Recovery services:

532 (i) Invoke the Disaster Recovery plan within thirty (30)
533 minutes of the disruption of Production Use or a
534 precipitating event at Contractor's Primary Data Center;
535 and

536 (ii) Provide a Disaster Recovery report, in a mutually agreed
537 upon format, to County's Project Director or his/her
538 designee within thirty (30) days after declaring the closure
539 of each Disaster Recovery incident.

540 Contractor's failure to maintain the RTO and RPO shall be deemed unscheduled
541 Downtime.

542 **VIII. MAINTENANCE AND SERVICE REQUESTS**

543 County will provide Contractor with information and assistance reasonably requested by
544 Contractor as necessary to detect, simulate, and correct any Deficiency or other failure
545 of the System to operate in accordance with Specifications. Notwithstanding the
546 foregoing, and without limiting County's rights pursuant to Paragraph 36 (Notice of
547 Delays) of the Agreement and regardless of the level of assistance provided by County,
548 Contractor is solely responsible for timely correction of all Deficiencies in accordance
549 with Section VIII.B (Corrective Maintenance) of this Exhibit D.

550 A. Service Request Tracking System (SRTS):

- 551
552 (1) For use in responding to County's maintenance and service requests,
553 Contractor shall maintain an automated Service Request Tracking
554 System (SRTS) with a description of each service request, response, and
555 status. Contractor shall regularly review and update all open service
556 requests and follow up on unresolved service requests. Contractor will
557 provide County "read only" access to the SRTS for County's separate
558 review of all open and closed County service requests. Each service
559 request shall be detailed in an Internet accessible service request report,
560 in an exportable format agreed upon by County, and shall include the
561 following information:
- 562 (a) Identification Number: An automatically assigned unique
563 identification number, which shall be used to track, document and
564 respond to inquiries relating to a specific service request;
 - 565 (b) Date and Time: The date and time the service request was
566 initiated, which shall be used to document and/or monitor overall
567 response and resolution time;
 - 568 (c) Person Initiating Service Request: The name, title, and telephone
569 number of the person initiating the service request, who shall be
570 the primary point of contact used for inquiries regarding the
571 request, unless otherwise assigned by County's Project Manager;
 - 572 (d) Call Taker: The name of Contractor personnel taking the call or
573 first receiving an electronically submitted service request;
 - 574 (e) Contractor Employee Currently Assigned: The name and title of
575 the Contractor's employee currently managing the resolution;
 - 576 (f) Location: Facility and/or physical location where the problem
577 occurred;
 - 578 (g) Problem Priority Level: The problem priority level as indicated by
579 the reporting County Staff and as further defined in Section
580 VIII.B(5) of this Exhibit D and in Section 1.9.1 of Exhibit A
581 (Statement of Work);
 - 582 (h) Reference Number: The County-assigned reference number, if
583 applicable;

- 584 (i) Service Request Description: A detailed description of the
585 problem or Deficiency encountered or service requested;
- 586 (j) Attached Documentation: The identification or description of, and,
587 if available, copies of, documentation submitted by County with
588 the service request to clarify the request, including screen prints,
589 logs, report samples, etc.;
- 590 (k) Service Request Type: The service request type (e.g., software
591 change, Deficiency, report request, etc.), as assigned by County
592 which categorizes and specifies the type of request;
- 593 (l) Service Request Subtype: The service request subtype (e.g.,
594 specific function to be changed, specific function that is deficient,
595 type of report change requested, etc.), as assigned by County, as
596 a subcategory of the Service Request Type defined above in
597 Section VIII.A(1)(k) of this Exhibit D;
- 598 (m) Resolution Description: The Contractor's analysis of the problem,
599 and the proposed resolution (e.g., Update or other Enhancement);
- 600 (n) Resolution Activity: The Contractor's resolution activities and
601 activity dates to monitor resolution time (e.g., description of calls
602 to and from Contractor and County, referrals to Contractor's staff
603 for correction or investigation, referrals to Third Party Software
604 vendor, coordination of Update or Enhancement releases,
605 validation of correction prior to release to County, etc.);
- 606 (o) Estimated Fix Date: The estimated date for Contractor to complete
607 the service request;
- 608 (p) Correction Applied Date: The date Contractor applied the
609 correction; and
- 610 (q) Resolution Status: The current status of the service request (e.g.,
611 open or closed).
- 612 (2) Contractor shall maintain a historical knowledge base of System-related
613 problems to identify patterns and facilitate timely resolution.
- 614 (3) Contractor shall make available technically qualified personnel (i.e., a
615 help desk) to respond by telephone to all reasonable questions by County
616 relating to the System during the Working Day. Contractor personnel shall
617 document all such calls for assistance from County personnel in the
618 SRTS referenced in Section VIII.A(1) above. Without limiting Contractor's
619 obligations in respect of e-mail and web based SRTS, such telephone
620 support shall be provided via a toll-free telephone number, and for ninety-
621 five percent (95%) of all telephone calls from County to Contractor,
622 County Staff shall not be kept on hold for more than two (2) minutes
623 awaiting the initial substantive conversation with a Contractor help desk
624 employee regarding the details of the service request. If the inquiry
625 cannot immediately be resolved with an available, qualified Contractor
626 technician, for calls of Level II, III or IV Priority as defined in Section
627 VIII.B(5), a qualified Contractor technician shall return the telephone
628 inquiry within one (1) Working Day. At County's option, County may also
629 submit System-related questions of Level II, III, or IV Priority as defined in

630 Section VIII.B(5) to Contractor via e-mail or on Contractor's web site, and
631 a qualified Contractor technician shall respond to the inquiry within one
632 (1) Working Day.

633 Without limiting the foregoing obligations and to avoid disruption to the
634 provision of care to County's clients, Contractor shall make available
635 technically qualified personnel and shall include for escalation purposes
636 access to technical management personnel all of whom shall respond by
637 telephone to Level I Priority as defined in Section VIII.B(5), twenty-four
638 (24) hours per day, seven (7) days per week.

639 Contractor's first level point of contact for Maintenance and Support
640 Services through the help desk, including without limitation as further set
641 forth in Sections VIII.A(1) and this item three (3) as noted below, shall be
642 as follows:

643 Web Site: <http://support.ntst.com>

644 Telephone: (888) 782-2615

645 E-mail: avatarsupport@ntst.com

646 (4) County shall be responsible for determining the severity level assigned to
647 each service request or Deficiency discovered by County or Contractor.
648 Without limiting Contractor's obligations in respect of Deficiencies
649 discovered by Contractor, County shall be responsible for initiating
650 service requests by contacting Contractor in accordance with Section I
651 (Scope of Services) of this Exhibit D for any County-discovered
652 Deficiencies.

653 (5) After the completion of the requested Work, County's Project Manager or
654 his/her designee shall be solely responsible for approval of Work provided
655 in response to service requests.

656 B. Corrective Maintenance:

657 (1) Should Contractor determine based upon Contractor's written
658 documentation (e.g., logs, reports, statistics, etc.) that County personnel
659 are consistently inquiring about non-Deficiency related matters, or
660 consistently miscategorizing the Priority Level of reported service
661 requests, Contractor shall promptly contact County's Project Manager or
662 his/her designee and the parties shall, in good faith, cooperate in an effort
663 to avoid or reduce inquiries with respect to such matters. In the event
664 that the parties are unable to reach a resolution, the issues shall be
665 addressed pursuant to the procedures set forth in Paragraph 59 (Dispute
666 Resolution Procedure) of the Agreement.

667 (2) As part of Maintenance and Support Services, Contractor shall perform
668 corrective maintenance to correct any failure of the System and to
669 remedy all Deficiencies (collectively, "Corrective Maintenance") such that
670 the System will operate in full accordance with the Specifications and/or
671 to restore County to normal business operations in the event of any
672 disruption.

673 (3) In the event that a need for Corrective Maintenance by Contractor is
674 discovered by County before Contractor's discovery thereof, County will

675 notify Contractor of the need for Corrective Maintenance. In the event
676 that Contractor discovers the need for Corrective Maintenance on any
677 Component of the System, Contractor will notify County of such discovery
678 immediately. Contractor shall utilize the SRTS described in Section
679 VIII.A(1) of this Exhibit D to log, track, maintain, and report all Corrective
680 Maintenance performed as it pertains to its respective incident.

681 (4) In the event that a service request requiring Corrective Maintenance is
682 not remedied by Contractor in an expedient manner, County's Project
683 Manager or his/her designee, in County's sole judgment, may escalate
684 the Corrective Maintenance service request within Contractor's service
685 management levels and, if necessary, application or contract
686 management levels. Contractor shall provide County with a complete
687 organizational chart for all Contractor personnel in the escalation
688 hierarchy or otherwise involved in the provision of Maintenance and
689 Support Services Work hereunder. The organizational chart shall include
690 staff name, position, telephone, and e-mail address. Contractor shall
691 provide County with an updated organizational chart as support or
692 management changes occur.

693 (5) County's Project Manager or his/her designee, in such person's sole
694 judgment, will determine the severity level of an error, malfunction or
695 other Deficiency and designate it as Level I, Level II, Level III, or Level IV
696 Priority, as defined below (and further subject to modification pursuant to
697 Section VIII.B(6) or Section VIII.B(10)):

698 (a) "Level I Priority" means an error, malfunction or other Deficiency,
699 which significantly impairs County's normal business operations
700 (e.g., compromises patient safety, patient care, administrative or
701 claims processing operations). By way of example and without
702 limitation, this includes a Deficiency that causes the Application
703 Software or any Component thereof to halt processing or is
704 causing data integrity failures, problems or issues, and in each
705 case for which no reasonable Workaround is currently developed,
706 implemented and Accepted.

707 (b) "Level II Priority" means an error, malfunction or other Deficiency,
708 which causes substantial inconsistencies or irregularities, but does
709 not significantly impair County's normal business operations and
710 for which no reasonable Workaround is currently developed,
711 implemented and Accepted. By way of example and without
712 limitation, Level II Priority includes a Deficiency that is deterring
713 Users from meeting regular schedules (in a manner not rising to
714 the level of significantly impairing County's business operations),
715 and fails to meet the applicable Response Time Requirements as
716 set forth in Schedule D.1 (Response Time Requirements) by fifty
717 percent (50%) or more, as measured during any contiguous eight
718 (8) hour period as mutually agreed upon by County and
719 Contractor, but not so much as to render the System materially
720 unusable.

721 (c) "Level III Priority" means an error, malfunction or other Deficiency,
722 previously classified as a Level I or Level II, for which a

- 723 Workaround has been implemented and Accepted, but such error
724 or malfunction is continuing to persist. Level III Priority
725 additionally includes any deviation from applicable Response
726 Time Requirements of less than fifty percent (50%).
- 727 (d) "Level IV Priority" means an error, malfunction or Deficiency,
728 regardless if a Workaround exists, which has little or no
729 consequence on County's normal business operations.
- 730 (e) "Workaround" means, for purposes of this Exhibit D, an alternative
731 System procedure made available by Contractor to County to
732 provide alternative functional operation so as to render a
733 Deficiency categorized as a Level I or Level II Priority to be
734 classified as a Level III Priority by causing it to no longer
735 significantly impair County's normal business operations or cause
736 substantial inconsistencies or irregularities. The determination of
737 whether any proposed or actual Corrective Maintenance
738 comprises a Workaround or final resolution of the applicable
739 Deficiency shall be at the sole discretion of County's Project
740 Director.
- 741 (6) Upon the second and subsequent reported recurrence of the same
742 Deficiency within any three (3) month period, such Deficiency shall be
743 escalated one level in priority and such recurrence added to the historical
744 knowledge base as set forth in Section VIII.A(2). By way of example, a
745 Level III Priority Deficiency that recurs and is reported within thirty (30)
746 days following the prior occurrence shall be treated on the second
747 occurrence as a Level II Priority; provided, however, that those
748 Deficiencies which by their nature are repeated on numerous occasions
749 shall not be escalated in such manner unless either the Deficiency itself
750 or the nature of the effect on County's business operations changes,
751 cumulatively or otherwise, in the judgment of County's Project Manager.
- 752 (7) Contractor shall provide Corrective Maintenance in accordance with this
753 Section VIII.B (Corrective Maintenance), as described below. The time
754 periods described shall begin with the earlier of (i) the first notification by
755 County of a Level I Priority Service Request, as further defined below, or
756 (ii) first discovery by Contractor of a Deficiency that constitutes a Level I
757 Priority Service Request. For service requests of Level II Priority, Level III
758 Priority, and Level IV Priority, if the first notification by County or
759 discovery by Contractor is not during the Working Day, the time period
760 shall begin at the start of the next Working Day; otherwise it shall occur at
761 the first notification by County. Within one (1) hour upon discovery of a
762 Deficiency, Contractor shall issue a service request at the appropriate
763 priority level.
- 764 (a) For a Level I Priority Service Request, Contractor shall provide
765 action directed towards resolution within one (1) hour of first
766 contact by County (which must be followed up or provided by
767 telephone from County outside of normal working hours) regarding
768 or discovery by Contractor of such Deficiency, and use continuous
769 best effort until the problem is resolved. If not corrected or if a
770 reasonable Workaround is not provided within four (4) hours, then

- 771 without limiting County's other rights or remedies hereunder,
772 Service Credits may be applied pursuant to Section XI (Service
773 Credits) of this Exhibit D.
- 774 (b) For a Level II Priority Service Request, Contractor shall provide
775 ongoing and diligent action to correct the failure of the System to
776 operate in accordance with Specifications. If not corrected or if a
777 reasonable Workaround is not provided within twenty-four (24)
778 hours of first contact within normal working hours or the first
779 normal working hour following any first contact outside of normal
780 working hours by County regarding or discovery by Contractor of
781 such Deficiency, then without limiting County's other rights or
782 remedies hereunder, Service Credits may be applied pursuant to
783 Section XI (Service Credits) of this Exhibit D.
- 784 (c) For a Level III Priority Service Request, Contractor shall provide
785 ongoing and diligent action to correct the failure of the System to
786 operate in accordance with Specifications. If not corrected within
787 seventy-two (72) hours of first contact within normal working hours
788 or the first normal working hour following any first contact outside
789 of normal working hours by County regarding or discovery by
790 Contractor of such Deficiency, then without limiting County's other
791 rights or remedies hereunder, Service Credits may be applied
792 pursuant to Section XI (Service Credits) of this Exhibit D.
- 793 (d) For a Level IV Priority Service Request, commencing with first
794 contact by County regarding or discovery by Contractor of such
795 Deficiency, Contractor shall provide ongoing and diligent action to
796 correct the failure of the System to operate in accordance with
797 Specifications. If not corrected within a reasonable and agreed-
798 upon time period, then without limiting County's other rights or
799 remedies hereunder, withholds may be applied in respect of such
800 failure pursuant to Paragraph 8.8 (County's Right to Withhold
801 Payments) of the Agreement.
- 802 (8) County will install and test proposed corrections to Deficiencies in
803 accordance with its procedure for installing and testing Updates. Updates
804 shall operate in Production Use for not less than fifteen (15) days without
805 recurrence of the Deficiency in question prior to any Acceptance of such
806 Update.
- 807 (9) Contractor shall not deem closed or remedied a reported Deficiency until
808 the root cause is documented and the County has Accepted a correction
809 in accordance herewith.
- 810 (10) County, in its sole discretion, may escalate or downgrade the severity
811 level of a Deficiency (provided that, if escalated, the Deficiency meets the
812 requirement of the new level so selected as set forth in Section VIII.B(5),
813 or the escalation is otherwise expressly provided for in this Section VIII.B.
814 At the time the Deficiency is escalated or downgraded, upon notification
815 of Contractor of such change in severity level, a new appropriate timeline
816 will be applied for resolution of such Deficiency in accordance with this
817 Section VIII.B.

818 (11) Any attempted repair, reconfiguration of or other Enhancement to the
819 System in order to resolve a Deficiency shall be deemed effective only if
820 the System thereafter complies with the Specifications hereunder in all
821 respects applicable to such Deficiency, including without limitation any
822 applicable Response Time or volume metrics, for an uninterrupted fifteen
823 (15) day period in full Production Use subsequent to such repair or
824 Enhancement. If the System fails to complete this fifteen (15) day period
825 of uninterrupted compliance, such repair or Enhancement shall be
826 deemed to be and treated as if ineffective to cure the original Deficiency,
827 and Service Credits, if any, shall continue to accrue from the date of the
828 originally reported Deficiency in question.

829 **IX. SYSTEM PERFORMANCE REQUIREMENTS**

830 The Response Time Requirements set forth in Schedule D.1 (Response Time
831 Requirements) to this Exhibit D specify the minimum performance requirements for the
832 System Software Components of the System, which will be monitored by County during
833 the Term of this Agreement without limiting Contractor's obligations. For purposes of
834 this Exhibit D and this Agreement generally, the System's failure to meet the System
835 Performance Requirements constitutes a Deficiency (also known as "Response Time
836 Deficiency"). Without limiting Contractor's other obligations hereunder, and subject to
837 and in accordance with Paragraph 9.8 (Response Time Warranty) of the Agreement,
838 Contractor shall correct all Response Time Deficiencies.

839 Schedule D.1 (Response Time Requirements) to this Exhibit D describes each System
840 Performance Requirements category, the definition of each category, the minimum
841 performance level, and method of performance measurement.

842 A. Contractor will assist County in troubleshooting and determining the root cause of
843 any failure of the System (including network infrastructure) to comply with the
844 Specifications or the System otherwise fails to meet the System Performance
845 Requirements hereof. The Service Credits listed in the Agreement will only be
846 assessed in cases in which the System Software suffers a Deficiency or
847 Contractor is otherwise determined by County in its reasonable discretion to be
848 at fault or in which the Contractor's Hosting Environment as set forth in Schedule
849 D.4 (Hosting Environment Diagram) to this Exhibit D proves inadequate.

850 B. For the purpose of this Exhibit D and Response Time measurement,
851 "Transaction Processing Response Time" shall be defined as the time period
852 commencing when a request is received by the web server, continuing while
853 processed by the Application Software and database servers, up through
854 sending the result to the web server, and ending when the transaction results are
855 sent from the web server back to the User. Without limiting the foregoing,
856 Transaction Processing Response Time includes any business requirement
857 processing, calculations, User interface preparation, communication between the
858 web servers, application servers, and database servers, and database activity.

859 C. Except as otherwise set forth in Section IX.B of this Exhibit D for Transaction
860 Processing Response Time, the Response Time for a particular operation means
861 the elapsed time for any such operation as measured from the commencement
862 or launch of such functionality until its completion, as evidenced by the
863 completed System response. Response Time measurement for the System will

864 begin concurrent with Task 8.5 (Conduct System Performance Test) of Exhibit A
865 (Statement of Work).

866 D. If Contractor recommends an Update, repair or replacement of any County
867 equipment or Components of the System provided by County in order to remedy
868 a Response Time Deficiency, County shall make such repair or replacement of
869 equipment in accordance with Contractor's recommendation. Contractor will not
870 be responsible for any cost if the Response Time Deficiency is due to defective
871 equipment provided by County or to the performance of third party service
872 providers to County that fall below industry recognized standards among that
873 class of service providers.

874 **X. SYSTEM RELIABILITY**

875 A. For the purpose of this Exhibit D, "Downtime" shall be defined as System non-
876 availability due to System Software error, malfunction, or Deficiency in the
877 Application Software, or due to System maintenance activity other than in
878 accordance with the scheduling parameters set forth in Section III.E
879 (Preventative Maintenance) and Section X (System Reliability) of this Exhibit D.
880 Examples of Downtime include, without limitation:

881 (1) One (1) or more County Facilities cannot access the System for reasons
882 within Contractor's Control; or

883 (2) Any functional Component of the System or Interface is not available.

884 B. County requires that there be no unscheduled Downtime for routine maintenance
885 of the Application Software with the exception of that granted under Section
886 III.E(2).

887 County will accept occasional scheduled Downtime for significant non-routine
888 Updates and maintenance to be scheduled by Contractor only with County's prior
889 written approval and at County's discretion. Such scheduled Downtime for non-
890 routine maintenance shall not occur more than four (4) times per year and shall
891 not last more than four (4) hours per occurrence. Non-routine maintenance
892 includes such tasks as major System Software version Updates. Contractor shall
893 use best efforts to keep scheduled Downtime for non-routine maintenance to a
894 minimum and if required, any excess scheduled Downtime will be agreed to in
895 writing in advance by County.

896 **XI. SERVICE CREDITS**

897 A. General:

898 Without limiting any other rights and remedies available to County, Service
899 Credits shall accrue under this Exhibit D for Contractor's failure to maintain
900 System reliability, Contractor's failure to provide timely Corrective Maintenance
901 and the System's failure to satisfy Response Time Requirements, all as
902 described in more detail below. The amount of the Service Credit will depend on
903 the extent and duration of Contractor's failures.

904 To the extent Downtime or other Deficiencies result from use of the System by
905 County other than in accordance with the Specifications, County's entitlement to
906 any Service Credits in respect of such Deficiencies shall be accordingly reduced,
907 provided and only to the extent that Contractor notifies County, in writing, of the

908 details of the alleged misuse within twenty-four (24) hours of Contractor's
 909 reasonably timely discovery thereof. County shall review such allegation and
 910 shall notify Contractor in writing, within five (5) Working Days, of County's
 911 agreement or disagreement therewith. In the event County disagrees with
 912 Contractor's allegation(s) of misuse, County shall apply Service Credits in
 913 accordance herewith, subject to the provisions of Paragraph 59 (Dispute
 914 Resolution Procedure) of the Agreement.

915 B. System Reliability:

- 916 (1) "System Reliability Percentage" shall mean adding up the total amount of
 917 unscheduled Downtime, rounded to the nearest minute, which occurs
 918 during any calendar month and subtracting that amount from the System
 919 maximum operational use time (1440 minutes in a day multiplied by 'x'
 920 days in the calendar month = 100%) and dividing the difference by the
 921 System maximum operational use time. The resulting quotient will then
 922 be multiplied by one hundred (100) to determine the reliability percentage.
- 923 (2) Service Credits shall be accrued for any month during which System
 924 Reliability Percentage is less than 99.95%. The following scale will be
 925 used to determine the percentage of monthly maintenance payment
 926 withheld. This amount shall be in addition to any amounts accrued under
 927 this Section XI.C(1) for Contractor's failure to meet required Corrective
 928 Maintenance response times.

Monthly Uptime	Credit
99.95%	0%
98.5% to up to 99.94%	5%
98.0% to up to 98.4%	10%
97.5% to up to 97.9%	15%
97.4% or below	20%

929
 930 C. Corrective Maintenance Response Time Failures:

931 If Contractor fails to provide Corrective Maintenance on a timely basis in
 932 accordance with Section VIII.B (Corrective Maintenance) of this Exhibit D, then in
 933 each instance Service Credits shall accrue for the benefit of County, calculated
 934 as set forth below:

- 935 (1) For Level I Priority Service Credit equal to one thirtieth (1/30) of the
 936 monthly Maintenance and Support Fee shall accrue for each four (4)
 937 hours the Deficiency continues without successful and Accepted
 938 completion of either a final resolution through Corrective Maintenance or
 939 a Workaround, beginning four (4) hours after the earlier of the time
 940 Contractor first discovers the Deficiency, or the time Contractor first
 941 receives notice from County thereof.

942 (2) For Level II Priority, Service Credit equal to one forty-fifth (1/45) of the
943 monthly Maintenance and Support Fee shall accrue for each twenty-four
944 (24) hours the Deficiency continues without successful and Accepted
945 completion of either a final resolution through Corrective Maintenance or
946 a Workaround, beginning twenty-four (24) hours after the earlier of the
947 time Contractor first discovers the Deficiency, or the time Contractor first
948 receives notice from County thereof.

949 (3) For Level III Priority, Service Credit equal to one sixtieth (1/60) of the
950 monthly Maintenance and Support Fee shall accrue for each five (5)
951 Working Days one or more Level III Priority errors or malfunctions
952 continue without an Accepted final resolution through Corrective
953 Maintenance or otherwise beyond: (i) in the case of Deficiencies
954 downgraded from a Level I Priority with a Workaround, five (5) Working
955 Days from the Accepted implementation of the Workaround; (ii) in the
956 case of Deficiencies downgraded from a Level II Priority with a
957 Workaround, ten (10) Working Days from the Accepted implementation of
958 the Workaround; and (iii) in all other cases, ninety (90) days from the
959 earlier of the time Contractor discovers the Deficiency, or the time
960 Contractor receives notice from County thereof.

961 Any attempted repair, reconfiguration of or other Enhancement to the System
962 Software in order to resolve a Deficiency shall be deemed effective only if the
963 System Software thereafter complies with the Specifications hereunder in all
964 respects applicable to such Deficiency, including without limitation any applicable
965 Response Time or volume metrics, for an uninterrupted fifteen (15) day period in
966 full Production Use subsequent to such repair or Enhancement. If the System
967 fails to complete this fifteen (15) day period of uninterrupted compliance, such
968 repair or Enhancement shall be deemed to be and treated as if ineffective to cure
969 the original Deficiency, and Service Credits, if any, shall continue to accrue from
970 the date of the originally reported Deficiency in question.



SCHEDULE D.1

RESPONSE TIME REQUIREMENTS

SCHEDULE D.1 – RESPONSE TIME REQUIREMENTS

System Performance Category	System Performance Definition	Minimum Performance Level	Method of Performance Measurement
Application Response Time for User Transactions (screen to screen, screen load, field load or drop down menu)	The Transaction Processing Response Time for the Application Software to complete a single case "screen to screen" transaction other than report generation.	99.5% completed within one (1) second	<u>Transaction Processing</u> Response Time Monitoring / Testing
Application Response Time for User Transactions (record update)	The Transaction Processing Response Time for the Application Software to complete a record update transaction.	99.5% completed within one (1) second	<u>Transaction Processing</u> Response Time Monitoring / Testing
Contractor Standard Report Generation Time (single patient query)	The Transaction Processing Response Time for the Application Software to generate the requested report. (Does not include the time to print the report).	99.5% completed within five (5) seconds	<u>Transaction Processing</u> Response Time Monitoring / Testing Incident Reports Transaction Logs
Contractor Standard Report Generation Time (clinic management)	The Transaction Processing Response Time for the Application Software to generate the requested report. (Does not include the time to print the report).	99.5% completed within three (3) minutes	<u>Transaction Processing</u> Response Time Monitoring / Testing Incident Reports Transaction Logs
Contractor Standard Report Generation Time (financial monthly production)	The Transaction Processing Response Time for the Application Software to generate the requested report. (Does not include the time to print the report).	99.5% completed within two (2) hours	<u>Transaction Processing</u> Response Time Monitoring / Testing Incident Reports Transaction Logs



SCHEDULE D.2

MAINTENANCE AND SUPPORT FEE SCHEDULE



SCHEDULE D.2

MAINTENANCE AND SUPPORT FEE SCHEDULE

SYSTEM SOFTWARE⁽¹⁾

Monthly Maintenance and Support Fees

Item No.	Software Component	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
1	Avatar Base System	\$110,835	\$114,144	\$117,558	\$121,072	\$124,691	\$128,418	\$132,256	\$137,744	\$141,868	\$146,115	\$150,491
2	Avatar EHR	\$35,631	\$36,699	\$37,800	\$38,934	\$40,102	\$41,305	\$42,544	\$42,286	\$43,484	\$44,716	\$45,981
3	Avatar MSO	\$16,407	\$16,899	\$17,406	\$17,928	\$18,466	\$19,020	\$19,590	\$20,178	\$20,783	\$21,407	\$22,049
4	Connect Suite	\$37,959	\$39,105	\$40,277	\$41,486	\$42,731	\$44,013	\$45,334	\$46,692	\$48,095	\$49,537	\$51,023
5	ULTIMEDEX ⁽²⁾ (1,500 concurrent Users)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	\$3,090	\$3,245	\$3,407	\$3,577
7	Kofax Capture	\$1,626	\$1,674	\$1,724	\$1,776	\$1,829	\$1,884	\$1,941	\$1,999	\$2,059	\$2,121	\$2,184
	SYSTEM SOFTWARE MAXIMUM MONTHLY TOTAL:	\$202,458	\$208,521	\$214,765	\$221,196	\$227,819	\$234,640	\$241,665	\$251,989	\$259,534	\$267,303	\$275,305
	SYSTEM SOFTWARE MAXIMUM ANNUAL TOTAL:	\$2,429,496	\$2,502,252	\$2,577,180	\$2,654,352	\$2,733,828	\$2,815,680	\$2,899,980	\$3,023,868	\$3,114,408	\$3,207,636	\$3,303,660

⁽¹⁾ Items and / or prices may be changed by a form of Change Notice pursuant to Paragraph 6 (Change Notice and Amendments) of the Agreement.

⁽²⁾ Maintenance for this item shall be effective in Year 8. This item is included in and is covered by maintenance for Avatar EHR for Years 1 through 7.



SCHEDULE D.3

HOSTING SERVICES FEE SCHEDULE

SCHEDULE D.3
HOSTING SERVICES FEE SCHEDULE

Monthly Hosting Services Fees

Item No.	Hosting Services	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
1	Month 1	\$192,025	\$193,367	\$157,300	\$227,300	\$223,892	\$233,917	\$238,208	\$249,417	\$254,158	\$266,317	\$271,142
2	Month 2	\$192,025	\$193,367	\$157,300	\$227,300	\$223,892	\$233,917	\$238,208	\$249,417	\$254,158	\$266,317	\$271,142
3	Month 3	\$192,025	\$193,367	\$157,300	\$227,300	\$223,892	\$233,917	\$238,208	\$249,417	\$254,158	\$266,317	\$271,142
4	Month 4	\$192,025	\$193,367	\$157,300	\$227,300	\$223,892	\$233,917	\$238,208	\$249,417	\$254,158	\$266,317	\$271,142
5	Month 5	\$192,025	\$193,367	\$157,300	\$227,300	\$223,892	\$233,917	\$238,208	\$249,417	\$254,158	\$266,317	\$271,142
6	Month 6	\$192,025	\$193,367	\$157,300	\$227,300	\$223,892	\$233,917	\$238,208	\$249,417	\$254,158	\$266,317	\$271,142
7	Month 7	\$192,025	\$193,367	\$157,300	\$227,300	\$223,892	\$233,917	\$238,208	\$249,417	\$254,158	\$266,317	\$271,142
8	Month 8	\$192,025	\$193,367	\$157,300	\$227,300	\$223,892	\$233,917	\$238,208	\$249,417	\$254,158	\$266,317	\$271,142
9	Month 9	\$192,025	\$193,367	\$157,300	\$227,300	\$223,892	\$233,917	\$238,208	\$249,417	\$254,158	\$266,317	\$271,142
10	Month 10	\$192,025	\$193,367	\$157,300	\$227,300	\$223,892	\$233,917	\$238,208	\$249,417	\$254,158	\$266,317	\$271,142
11	Month 11	\$192,025	\$193,367	\$157,300	\$227,300	\$223,892	\$233,917	\$238,208	\$249,417	\$254,158	\$266,317	\$271,142
12	Month 12	\$192,025	\$193,363	\$157,300	\$227,300	\$223,888	\$233,913	\$238,212	\$249,413	\$254,162	\$266,313	\$271,138

Hosting Services

Maximum Annual Total: \$2,304,300 \$2,320,400 \$1,887,600 \$2,727,600 \$2,686,700 \$2,807,000 \$2,858,500 \$2,993,000 \$3,049,900 \$3,195,800 \$3,253,700

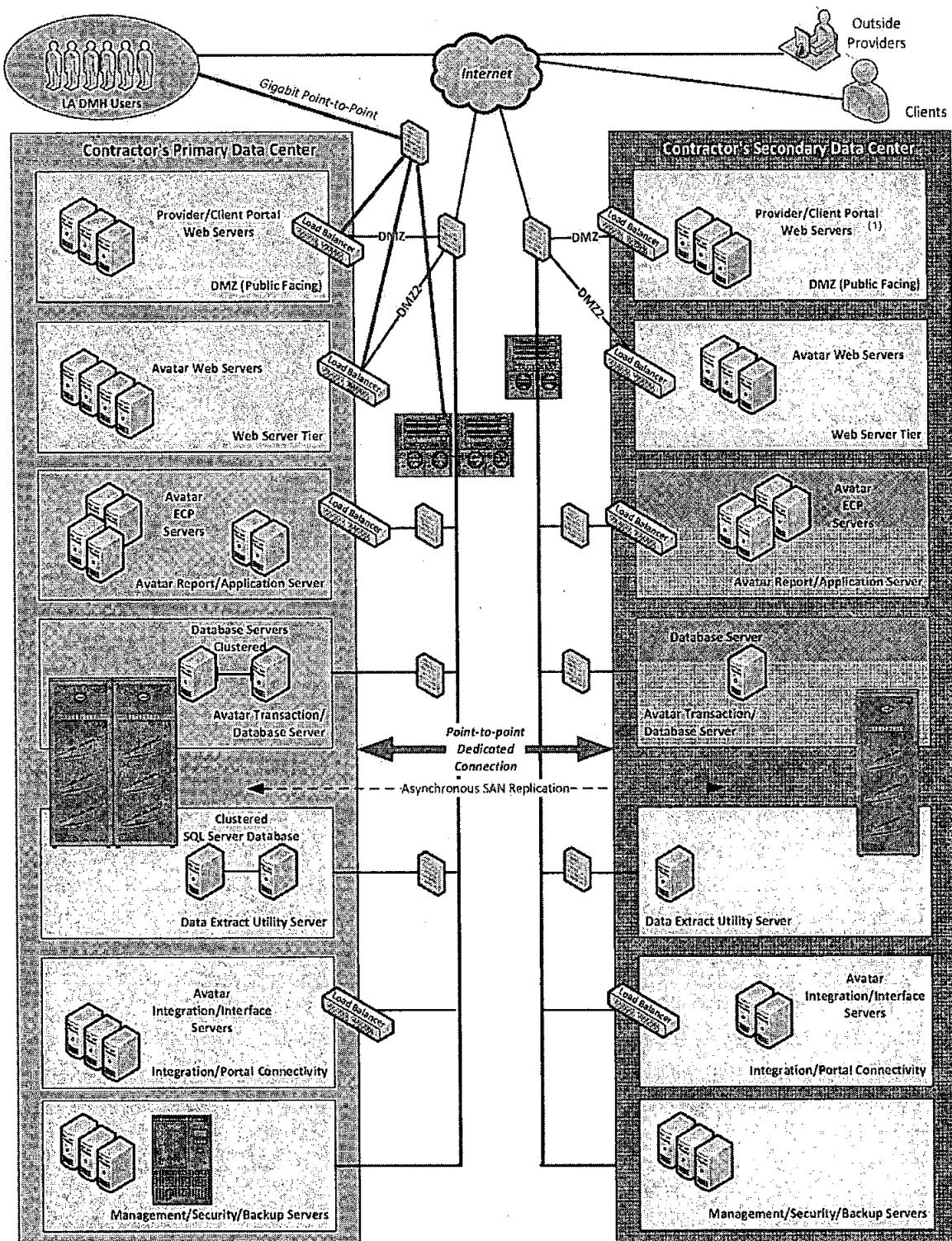


SCHEDULE D.4

HOSTING ENVIRONMENT DIAGRAM



SCHEDULE D.4 HOSTING ENVIRONMENT DIAGRAM



⁽¹⁾ Provider/Client Portal Web Servers represents only an example of number and types of servers.



SCHEDULE D.5

PRORATED DATA CENTER HARDWARE AND SOFTWARE FOR HOSTING SERVICES SCHEDULE

SCHEDULE D.5

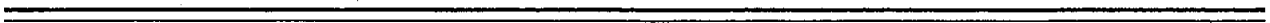
**PRORATED DATA CENTER HARDWARE AND SOFTWARE
FOR HOSTING SERVICES SCHEDULE**

County's Dedicated Data Center Hardware and Software Total:		\$3,618,166.00
Month	Pro-Rated Return Percentage	Pro-Rated Return Amount
1	Return 70%	\$2,532,716
2	Return 70% - 1/36th	\$2,462,363
3	Return 70% - 2/36th	\$2,392,010
4	Return 70% - 3/36th	\$2,321,656
5	Return 70% - 4/36th	\$2,251,303
6	Return 70% - 5/36th	\$2,180,950
7	Return 70% - 6/36th	\$2,110,597
8	Return 70% - 7/36th	\$2,040,243
9	Return 70% - 8/36th	\$1,969,890
10	Return 70% - 9/36th	\$1,899,537
11	Return 70% - 10/36th	\$1,829,184
12	Return 70% - 11/36th	\$1,758,830
13	Return 70% - 12/36th	\$1,688,477
14	Return 70% - 13/36th	\$1,618,124
15	Return 70% - 14/36th	\$1,547,771
16	Return 70% - 15/36th	\$1,477,418
17	Return 70% - 16/36th	\$1,407,064
18	Return 70% - 17/36th	\$1,336,711
19	Return 70% - 18/36th	\$1,266,358
20	Return 70% - 19/36th	\$1,196,005
21	Return 70% - 20/36th	\$1,125,651
22	Return 70% - 21/36th	\$1,055,298
23	Return 70% - 22/36th	\$984,945
24	Return 70% - 23/36th	\$914,592
25	Return 70% - 24/36th	\$844,239
26	Return 70% - 25/36th	\$773,885
27	Return 70% - 26/36th	\$703,532
28	Return 70% - 27/36th	\$633,179
29	Return 70% - 28/36th	\$562,826
30	Return 70% - 29/36th	\$492,472
31	Return 70% - 30/36th	\$422,119
32	Return 70% - 31/36th	\$351,766
33	Return 70% - 32/36th	\$281,413
34	Return 70% - 33/36th	\$211,059
35	Return 70% - 34/36th	\$140,706
36	Return 70% - 35/36th	\$70,353
37 +	Return 0%	\$0



SCHEDULE D.6

SCHEDULE OF CONTRACTOR'S PRIMARY AND SECONDARY DATA CENTERS HARDWARE AND SOFTWARE FOR HOSTING SERVICES



SCHEDULE D.6

**SCHEDULE OF CONTRACTOR'S PRIMARY AND SECONDARY
DATA CENTERS HARDWARE AND SOFTWARE
FOR HOSTING SERVICES**

I. PRODUCTION ENVIRONMENT:

Item No.	Description	County		Fixed Unit Cost	Fixed Total Cost
		Dedicated %	Total Qty		
Physical Servers: ⁽¹⁾					
1	Cache Server Dell 4 X 2.26GHZ CPUs with 8-Cores; 512GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 3 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; High Output Power Supply (1100W), Redundant Full-power configuration (2+2); 2 X Qlogic 2560 Single Channel 8Gb Optical Fiber Channel HBA	100%	2	\$ 56,250	\$ 112,500
2	ECP Server Dell 2x Intel® Xeon® X7560 2.26GHz, 24M cache, 6.40 GT/s QPI, Turbo, HT, 8 Cores; 128GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	6	\$ 18,640	\$ 111,840
3	Middleware Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	4	\$ 11,650	\$ 46,600
4	Web Services Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	4	\$ 8,560	\$ 34,240
5	Connect Web Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	3	\$ 8,560	\$ 25,680
6	SQL Server Dell 2 X 2.26GHZ CPUs with 8-Cores; 256GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 3 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; High Output Power Supply (1100W), Redundant Full-power configuration (2+2); 2 X Qlogic 2560 Single Channel 8Gb Optical Fiber Channel HBA	100%	3	\$ 23,540	\$ 70,620
7	SAN EMC Symmetrix SAN	100%	2	\$ 243,750	\$ 487,500
8	Load Balancers F5 3600 series load balancer - dual power	100%	2	\$ 29,125	\$ 58,250
9	Switches Cisco Catalyst 6500 Switches	100%	2	\$ 46,600	\$ 93,200
10	Firewalls/IPS Check Point Power-1 Firewalls/Check Point IPS-1 Intrusion Detection appliances	100%	7	\$ 43,750	\$ 306,250

Item No.	Description	County			
		Dedicated %	Total Qty	Fixed Unit Cost	Fixed Total Cost
11	Firewall/IPS Management Servers Check Point Smart-1	100%	1	\$ 31,500	\$ 31,500
12	Tape Library Dell PowerVault ML6020 with 6 LTO-5 drives	100%	1	\$ 50,000	\$ 50,000
13	Management/Logging/Backup Servers Dell 2x Intel® Xeon® X7560 2.26GHz, 24M cache, 6.40 GT/s QPI, Turbo, HT, 8 Cores; 128GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 4 X 600GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply; 2 X Qlogic 2560 Single Channel 8Gb Optical Fiber Channel HBA	100%	3	\$ 11,340	\$ 34,020
14	Security Servers Dell 2x Intel® Xeon® X7560 2.26GHz, 24M cache, 6.40 GT/s QPI, Turbo, HT, 8 Cores; 128GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 4 X 300GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	3	\$ 10,593	\$ 31,779
15	KVM	0%	1	\$ 12,540	\$ 12,540
16	Data Cabinets APC Netshelter – 42U cabinet	0%	5	\$ 1,584	\$ 7,920
17	PDU's Cabinets APC Rack PDU, switched	0%	10	\$ 1,294	\$ 12,940
Software Licenses:					
1	Veritas NetBackup Backup Software Net Backup, Bare Metal Restore, Client Encryption, SAN Media Server, SAN Client, Snapshot client, SQL Server, Enterprise Vault, Media Server Encryption	100%	1	\$ 73,260	\$ 73,260
2	Microsoft Windows Server Enterprise 2008 R2 64-bit	100%	0	(3)	(3)
3	Microsoft SQL Server 2008 R2 Ent Edition	100%	2	\$ 20,960	\$ 41,920
4	RedHat Enterprise Linux	100%	8	\$ 1,572	\$ 12,576
5	SAN Replication/Management Software EMC	100%	1	\$ 137,550	\$ 137,550
6	Check Point Management Software	66%	1	\$ 87,120	\$ 87,120
7	System Management Software - BMC	33%	1	\$ 293,150	\$ 293,150
8	Network Management Software - BMC	33%	1	\$ 85,150	\$ 85,150
9	Audit/Logging Software - Splunk	50%	1	\$ 72,050	\$ 72,050
10	Security/Authentication Software - RSA, Quest, Qualys	50%	1	\$ 55,440	\$ 55,440
11	Antivirus Software - McAfee	50%	1	\$ 8,645	\$ 8,645
Set-up Costs:					
1	Services	0%	1	\$ 38,304	\$ 38,304

NOT TO EXCEED ONE-TIME PRODUCTION ENVIRONMENT COSTS : \$2,432,544

II. DEVELOPMENT, TESTING AND TRAINING ENVIRONMENT:

Item No	Description	County			
		Dedicated %	Total Qty	Fixed Unit Cost	Fixed Total Cost
Physical Servers: ⁽¹⁾					
1	Cache Server Dell 4 X 2.26GHZ CPUs with 8-Cores; 512GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 3 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; High Output Power Supply (1100W), Redundant Full-power configuration (2+2); 2 X Qlogic 2560 Single Channel 8Gb Optical Fiber Channel HBA	100%	1	\$ 56,250	\$ 56,250
2	ECP Server Dell 2x Intel® Xeon® X7560 2.26GHz, 24M cache, 6.40 GT/s QPI, Turbo, HT, 8 Cores; 128GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	2	\$ 18,640	\$ 37,280
3	Middleware Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	2	\$ 11,650	\$ 23,300
4	Web Services Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	2	\$ 8,560	\$ 17,120
5	Connect Web Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	1	\$ 8,560	\$ 8,560
6	SQL Server Dell 2 X 2.26GHZ CPUs with 8-Cores; 256GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 3 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; High Output Power Supply (1100W), Redundant Full-power configuration (2+2); 2 X Qlogic 2560 Single Channel 8Gb Optical Fiber Channel HBA	100%	2	\$ 23,540	\$ 47,080
7	SAN	100%	0	(2)	(2)
8	Load Balancers	100%	0	(2)	(2)
9	Switches	100%	0	(2)	(2)
10	Firewalls/IPS	100%	0	(2)	(2)
11	Firewall/IPS Management	100%	0	(2)	(2)
12	Tape Library	100%	0	(2)	(2)
13	Management/Logging/Backup Servers	100%	0	(2)	(2)
14	Security Servers	100%	0	(2)	(2)
15	KVM	0%		(2)	(2)

Item No.	Description	County			
		Dedicated %	Total Qty	Fixed Unit Cost	Fixed Total Cost
16	Data Cabinets APC Netshelter – 42U cabinet	0%	1	\$ 1,584	\$ 1,584
17	PDU's Cabinets APC Rack PDU, switched	0%	2	\$ 1,294	\$ 2,588
Software Licenses:					
1	Veritas NetBackup Backup Software Net Backup, Bare Metal Restore, Client Encryption, SAN Media Server, SAN Client, Snapshot client, SQL Server, Enterprise Vault, Media Server Encryption	100%	0	(2)	(2)
2	Microsoft Windows Server Enterprise 2008 R2 64-bit	100%	0	(3)	(3)
3	Microsoft SQL Server 2008 R2 Ent Edition	100%	0	(2)	(2)
4	RedHat Enterprise Linux	100%	3	\$ 1,572	\$ 4,716
5	SAN Replication/Management Software EMC	100%	0	(2)	(2)
6	Check Point Management Software	66%	0	(2)	(2)
7	System Management Software - BMC	33%	0	(2)	(2)
8	Network Management Software - BMC	33%	0	(2)	(2)
9	Audit/Logging Software - Splunk	50%	0	(2)	(2)
10	Security/Authentication Software - RSA, Quest, Qualys	50%	0	(2)	(2)
11	Antivirus Software - McAfee	50%	0	(2)	(2)
Set-up Costs:					
1	Services	0%	1	\$ 28,728	\$ 28,728

NOT TO EXCEED ONE-TIME DEVELOPMENT, TEST, AND TRAINING ENVIRONMENT COSTS: \$ 227,206

III. DISASTER RECOVERY ENVIRONMENT:

Item No.	Description	County			
		Dedicated %	Total Qty	Fixed Unit Cost	Fixed Total Cost
Physical Servers: ⁽¹⁾					
1.	Cache Server Dell 4 X 2.26GHZ CPUs with 8-Cores; 512GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 3 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; High Output Power Supply (1100W), Redundant Full-power configuration (2+2); 2 X Qlogic 2560 Single Channel 8Gb Optical Fiber Channel HBA	100%	2	\$ 56,250	\$ 112,500
2.	ECP Server Dell 2x Intel® Xeon® X7560 2.26GHz, 24M cache, 6.40 GT/s QPI, Turbo, HT, 8 Cores; 128GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	6	\$ 18,640	\$ 111,840
3.	Middleware Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	4	\$ 11,650	\$ 46,600
4.	Web Services Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	4	\$ 8,560	\$ 34,240
5.	Connect Web Server Dell 2x Intel® Xeon® X5677, 3.46Ghz, 12M Cache,Turbo; 64GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 2 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	3	\$ 8,560	\$ 25,680
6.	SQL Server Dell 2 X 2.26GHZ CPUs with 8-Cores; 256GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 3 X 146GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; High Output Power Supply (1100W), Redundant Full-power configuration (2+2); 2 X Qlogic 2560 Single Channel 8Gb Optical Fiber Channel HBA	100%	3	\$ 23,540	\$ 70,620
7.	SAN EMC Symmetrix SAN	100%	2	\$ 226,200	\$ 452,400
8.	Load Balancers F5 3600 series load balancer - dual power	100%	2	\$ 29,125	\$ 58,250
9.	Switches Cisco Catalyst 6500 Switches	100%	2	\$ 46,600	\$ 93,200
10.	Firewalls/IPS Check Point Power-1 Firewalls/Check Point IPS-1 Intrusion Detection appliances	100%	4	\$ 43,750	\$ 175,000
11.	Firewall/IPS Management Servers Check Point Smart-1	100%	1	\$ 31,500	\$ 31,500
12.	Tape Library	100%	1	\$ 50,000	\$ 50,000
13.	Management/Logging/Backup Servers Dell 2x Intel® Xeon® X7560 2.26GHz, 24M cache, 6.40 GT/s QPI, Turbo, HT, 8 Cores; 128GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 4 X 600GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply; 2 X Qlogic 2560 Single Channel 8Gb Optical Fiber Channel HBA	100%	3	\$ 11,340	\$ 34,020

Item No.	Description	County			
		Dedicated %	Total Qty	Fixed Unit Cost	Fixed Total Cost
14.	Security Servers Dell 2x Intel® Xeon® X7560 2.26GHz, 24M cache, 6.40 GT/s QPI, Turbo, HT, 8 Cores; 128GB RAM; PERC H700 Integrated RAID Controller, 1GB NV Cache; 4 X 300GB 15K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive; 1100 Watt Redundant Power Supply	100%	3	\$ 10,593	\$ 31,779
15.	KVM	0%	1	\$12,540	\$ 12,540
16.	Data Cabinets APC Netshelter – 42U cabinet	0%	5	\$1,584	\$7,920
17.	PDU's Cabinets APC Rack PDU, switched	0%	10	\$ 1,294	\$ 12,940
Software Licenses:					
1.	Veritas NetBackup Backup Software Net Backup, Bare Metal Restore, Client Encryption, SAN Media Server, SAN Client, Snapshot client, SQL Server, Enterprise Vault, Media Server Encryption	100%	0	(2)	(2)
2.	Microsoft Windows Server Enterprise 2008 R2 64-bit	100%	0	(3)	(3)
3.	Microsoft SQL Server 2008 R2 Ent Edition	100%	2	\$ 20,960	\$ 41,920
4.	RedHat Enterprise Linux	100%	8	\$ 1,572	\$ 12,576
5.	SAN Replication/Management Software EMC	100%	0	(2)	(2)
6.	Check Point Management Software	66%	0	(2)	(2)
7.	System Management Software - BMC	33%	0	(2)	(2)
8.	Network Management Software - BMC	33%	0	(2)	(2)
9.	Audit/Logging Software - Splunk	50%	0	(2)	(2)
10.	Security/Authentication Software - RSA, Quest, Qualys	50%	1	\$ 55,440	\$ 55,440
11.	Antivirus Software - McAfee	50%	1	\$ 8,645	\$ 8,645
Set-up Costs:					
1.	Services	0%	1	\$ 28,728	\$ 28,728

NOT TO EXCEED ONE-TIME DISASTER RECOVERY ENVIRONMENT COSTS: \$ 1,508,338

CONTRACTOR'S PRIMARY DATA CENTER AND SECONDARY DATA CENTER

HARDWARE AND SOFTWARE TOTAL: \$ 4,168,088

COUNTY DEDICATED TOTAL ⁽⁴⁾: \$ 3,618,166

(1) Model and cost may vary depending on date ordered.

(2) Item shared with equipment purchased in Production Environment.

(3) Cost of software license included with hardware.

(4) Amount is calculated by multiplying the County Dedicated percentage column with the Fixed Total Cost and summing the results.



EXHIBIT E

PROJECT SCHEDULE

EXHIBIT E PROJECT SCHEDULE

ID	WBS	Task Name	Start	Finish	Duration
1		Los Angeles County IBHIS Project Schedule	Fri 9/30/11	Tue 10/15/13	533 days
2	1.1	Los Angeles County IBHIS Implementation Project Schedule	Fri 9/30/11	Tue 10/15/13	533 days
3	1.1.1	Contract Effective Date - Work is authorized to begin	Fri 9/30/11	Fri 9/30/11	0 days
4	1.1.2	SOW Tasks & Deliverables	Fri 9/30/11	Tue 10/15/13	533 days
5	1.1.2.1	Task 1.0 - Project Planning	Fri 9/30/11	Mon 9/16/13	511.5 days
6	1.1.2.1.1	Task 1.1 - Project Planning	Mon 10/10/11	Mon 11/14/11	26 days
7	1.1.2.1.1.1	Develop Scope Management Plan	Mon 10/10/11	Mon 10/24/11	10.5 days
8	1.1.2.1.1.1.1	Develop Detailed Scope Statement	Mon 10/10/11	Mon 10/17/11	6 days
9	1.1.2.1.1.1.1.1	Draft Detailed Scope Statement	Mon 10/10/11	Tue 10/11/11	2 days
10	1.1.2.1.1.1.1.2	County Review	Wed 10/12/11	Thu 10/13/11	2 days
11	1.1.2.1.1.1.1.3	Detailed Scope Statement Revisions	Fri 10/14/11	Fri 10/14/11	1 day
12	1.1.2.1.1.1.1.4	Final County Approval	Mon 10/17/11	Mon 10/17/11	1 day
13	1.1.2.1.1.1.1.5	Detailed Scope Statement Complete	Mon 10/17/11	Mon 10/17/11	0 days
14	1.1.2.1.1.1.2	Scope Verification Plan	Tue 10/18/11	Wed 10/19/11	1.5 days
15	1.1.2.1.1.1.2.1	Define how the team will establish and document the level and extent of completion of deliverables	Tue 10/18/11	Wed 10/19/11	1.5 days
16	1.1.2.1.1.1.2.2	Define the Timelines & Milestones during which Scope Verification will occur	Tue 10/18/11	Wed 10/19/11	1.5 days
17	1.1.2.1.1.1.3	Develop Scope Control Plan	Wed 10/19/11	Thu 10/20/11	1.5 days
18	1.1.2.1.1.1.3.1	Devise a Change Control Process for review of requested scope changes	Wed 10/19/11	Thu 10/20/11	1.5 days
19	1.1.2.1.1.1.4	Compile all Details into Scope Management Plan	Fri 10/21/11	Mon 10/24/11	1.5 days
20	1.1.2.1.1.2	Develop Quality Management Plan	Mon 10/24/11	Fri 10/28/11	4 days
21	1.1.2.1.1.2.1	Define the Metrics to be used to measure the quality of the Project Progress	Mon 10/24/11	Wed 10/26/11	2 days
22	1.1.2.1.1.2.2	Define the Timelines for review of Project Quality	Mon 10/24/11	Wed 10/26/11	2 days
23	1.1.2.1.1.2.3	Compile all Details into Quality Management Plan	Wed 10/26/11	Fri 10/28/11	2 days
24	1.1.2.1.1.3	Develop Communications Plan	Mon 10/24/11	Fri 10/28/11	4 days
25	1.1.2.1.1.3.1	Identify the Communication Needs of the Project Stakeholders	Mon 10/24/11	Fri 10/28/11	4 days
26	1.1.2.1.1.3.1.1	Identify What Reports will be Distributed	Mon 10/24/11	Wed 10/26/11	2 days
27	1.1.2.1.1.3.1.2	Identify When these Reports are to be Distributed	Mon 10/24/11	Wed 10/26/11	2 days
28	1.1.2.1.1.3.1.3	Identify How these Reports are to be Distributed	Mon 10/24/11	Wed 10/26/11	2 days
29	1.1.2.1.1.3.1.4	Compile all Details into Communications Plan	Wed 10/26/11	Fri 10/28/11	2 days
30	1.1.2.1.1.4	Develop Risk Management Plan	Fri 10/28/11	Thu 11/3/11	4 days
31	1.1.2.1.1.4.1	Define the Manner through which Project Risks are to be Identified	Fri 10/28/11	Tue 11/1/11	2 days
32	1.1.2.1.1.4.2	Define the Manner through which Project Risks are to be Prioritized/Ranked	Fri 10/28/11	Tue 11/1/11	2 days
33	1.1.2.1.1.4.3	Define how the Project Team can Respond to Identified Risks	Fri 10/28/11	Tue 11/1/11	2 days
34	1.1.2.1.1.4.4	Compile all Details into Risk Management Plan	Tue 11/1/11	Thu 11/3/11	2 days
35	1.1.2.1.1.5	Finalize Project Management Plan Documents	Thu 11/3/11	Mon 11/7/11	2 days
36	1.1.2.1.1.6	County Review Project Management Plan	Mon 11/7/11	Mon 11/14/11	5 days
37	1.1.2.1.1.7	Schedule Kick-Off Meeting	Mon 11/14/11	Mon 11/14/11	0.5 days
38	1.1.2.1.2	Deliverable 1.1 - Project Planning	Mon 11/7/11	Mon 11/7/11	0 days
39	1.1.2.1.3	Task 1.2 - Contractor Staff	Fri 9/30/11	Mon 9/16/13	511.5 days
40	1.1.2.1.3.1	Staffing Plan	Fri 9/30/11	Fri 10/7/11	6 days
41	1.1.2.1.3.1.1	Create Detailed Staffing Plan	Fri 9/30/11	Mon 10/3/11	2 days
42	1.1.2.1.3.1.2	Create Project Hierarchical Org Chart	Fri 9/30/11	Fri 9/30/11	1 day
43	1.1.2.1.3.1.3	Consolidate Resumes of Netsmart Staff for County Review	Mon 10/3/11	Mon 10/3/11	1 day
44	1.1.2.1.3.1.4	Submit Staffing Plan and Resumes to County for Review	Mon 10/3/11	Mon 10/3/11	0 days
45	1.1.2.1.3.1.5	Review Detailed Staffing Plan	Tue 10/4/11	Thu 10/6/11	3 days
46	1.1.2.1.3.1.6	Provide Written Approval of Staffing Plan	Fri 10/7/11	Fri 10/7/11	1 day
47	1.1.2.1.3.2	Project Team Orientation	Tue 11/15/11	Fri 11/18/11	3 days
48	1.1.2.1.3.2.1	Netsmart Team Kickoff Orientation and Final Project Document Review	Tue 11/15/11	Fri 11/18/11	3 days
49	1.1.2.1.3.3	Develop Project Team	Tue 11/15/11	Mon 9/16/13	479 days
50	1.1.2.1.3.3.1	Perform Team Member Assessments	Tue 11/15/11	Mon 9/16/13	479 days
51	1.1.2.1.3.3.2	Schedule Team Member Training (As Needed)	Tue 11/15/11	Mon 9/16/13	479 days
52	1.1.2.1.4	Deliverable 1.2 - Contractor Staff	Fri 10/7/11	Fri 10/7/11	0 days
53	1.1.2.1.5	Task 1.3 - Develop and Present Detailed Work Plan	Tue 11/1/11	Thu 11/17/11	12.5 days
54	1.1.2.1.5.1	Review Project Initiation Outputs With Team	Tue 11/1/11	Wed 11/2/11	2 days
55	1.1.2.1.5.1.1	Project Charter	Tue 11/1/11	Wed 11/2/11	2 days
56	1.1.2.1.5.1.2	Contract	Tue 11/1/11	Wed 11/2/11	2 days
57	1.1.2.1.5.1.3	Preliminary Scope Statement	Tue 11/1/11	Wed 11/2/11	2 days
58	1.1.2.1.5.1.4	WBS and WBS Dictionary	Tue 11/1/11	Wed 11/2/11	2 days
59	1.1.2.1.5.1.5	Draft Project Plan	Tue 11/1/11	Wed 11/2/11	2 days
60	1.1.2.1.5.2	Develop Detailed Work Plan Using MS Project v 2003	Thu 11/3/11	Thu 11/10/11	5.5 days
61	1.1.2.1.5.2.1	Create Work Breakdown Structure (WBS)	Thu 11/3/11	Wed 11/8/11	5 days
62	1.1.2.1.5.2.2	Confirm/Define Activities / Tasks	Thu 11/3/11	Wed 11/8/11	5 days
63	1.1.2.1.5.2.3	Confirm/Define Sequence Activities	Thu 11/3/11	Wed 11/8/11	5 days
64	1.1.2.1.5.2.4	Estimate Resource Requirements	Thu 11/3/11	Wed 11/8/11	5 days

ID	WBS	Task Name	Start	Finish	Duration
65	1.1.2.1.5.2.5	Confirm/Estimate Activity Durations	Thu 11/3/11	Wed 11/9/11	5 days
66	1.1.2.1.5.2.6	Develop Project Schedule	Thu 11/3/11	Mon 11/7/11	3 days
67	1.1.2.1.5.2.7	Finalize Project Management Plan	Tue 11/8/11	Wed 11/9/11	2 days
68	1.1.2.1.5.2.8	Executive Project Management Plan Review	Thu 11/10/11	Thu 11/10/11	0.5 days
68	1.1.2.1.5.3	County Work Plan Review	Thu 11/10/11	Thu 11/17/11	5 days
70	1.1.2.1.6	Deliverable 1.3 Detailed Work Plan - Key Deliverable	Thu 11/17/11	Thu 11/17/11	0 days
71	1.1.2.1.7	Kick-Off Meeting and Preparation	Tue 11/8/11	Thu 11/24/11	12 days
72	1.1.2.1.7.1	Verify Kick-Off Meeting Attendees	Tue 11/8/11	Tue 11/8/11	0.5 days
73	1.1.2.1.7.2	Creation of Kick Off Agenda	Wed 11/9/11	Wed 11/9/11	1 day
74	1.1.2.1.7.3	Prepare Presentation for Project Stakeholders	Thu 11/17/11	Mon 11/21/11	2 days
75	1.1.2.1.7.4	Perform Kick-Off Meeting	Tue 11/22/11	Thu 11/24/11	2 days
76	1.1.2.2	Task 2.0 - Project Status Reports	Fri 9/30/11	Tue 10/1/13	523 days
77	1.1.2.2.1	Project Management	Fri 9/30/11	Tue 10/1/13	523 days
78	1.1.2.2.1.1	Distribute Information	Fri 9/30/11	Tue 10/1/13	523 days
79	1.1.2.2.1.1.1	Chair Project Status Meetings	Fri 9/30/11	Tue 10/1/13	523 days
80	1.1.2.2.1.1.2	Compile Documents and Materials	Fri 9/30/11	Tue 10/1/13	523 days
81	1.1.2.2.1.1.3	Distribute Project Reports	Fri 9/30/11	Tue 10/1/13	523 days
82	1.1.2.2.1.1.4	Communications (e-Mail, etc...)	Fri 9/30/11	Tue 10/1/13	523 days
83	1.1.2.2.1.2	Direct and Manage Execution of Project Tasks	Fri 9/30/11	Tue 10/1/13	523 days
84	1.1.2.2.1.2.1	Project Team Member Management	Fri 9/30/11	Tue 10/1/13	523 days
85	1.1.2.2.1.2.2	Netsmart Office Team Member Management	Fri 9/30/11	Tue 10/1/13	523 days
86	1.1.2.2.1.2.3	Manage Project Risks	Fri 9/30/11	Tue 10/1/13	523 days
87	1.1.2.2.1.2.4	Implement Approved Preventative Actions	Fri 9/30/11	Tue 10/1/13	523 days
88	1.1.2.2.1.3	Perform Integrated Change Control	Fri 10/21/11	Tue 10/1/13	508 days
89	1.1.2.2.1.3.1	Execute On-Going Risk Process Meetings (ID, Analysis, Response)	Fri 10/21/11	Tue 10/1/13	508 days
90	1.1.2.2.1.3.2	Perform On-Going Change Control Meetings to Review Scope Change Requests	Fri 10/21/11	Tue 10/1/13	508 days
91	1.1.2.2.1.3.3	Assess Schedule and Cost Analysis	Fri 10/21/11	Tue 10/1/13	508 days
92	1.1.2.2.1.3.4	Implement Approved Change Requests	Fri 10/21/11	Tue 10/1/13	508 days
93	1.1.2.2.2	Weekly Project Meetings	Fri 9/30/11	Tue 10/1/13	523 days
94	1.1.2.2.2.1	Weekly Project Meetings with County	Fri 9/30/11	Tue 10/1/13	523 days
95	1.1.2.2.2.2	Prepare Project Status Documents	Fri 9/30/11	Tue 10/1/13	523 days
96	1.1.2.2.3	Project Status Reports - Prepare and Update Monthly	Fri 9/30/11	Tue 9/24/13	518 days
97	1.1.2.2.3.1	Project Status Report Month 1	Fri 9/30/11	Thu 10/27/11	20 days
98	1.1.2.2.3.2	Project Status Report Month 2	Fri 10/28/11	Tue 11/29/11	23 days
99	1.1.2.2.3.3	Project Status Report Month 3	Wed 11/30/11	Wed 12/29/11	21 days
100	1.1.2.2.3.4	Project Status Report Month 4	Thu 12/29/11	Fri 1/27/12	22 days
101	1.1.2.2.3.5	Project Status Report Month 5	Mon 1/30/12	Tue 2/28/12	22 days
102	1.1.2.2.3.6	Project Status Report Month 6	Wed 2/29/12	Tue 3/27/12	20 days
103	1.1.2.2.3.7	Project Status Report Month 7	Wed 3/28/12	Thu 4/26/12	22 days
104	1.1.2.2.3.8	Project Status Report Month 8	Fri 4/27/12	Mon 5/28/12	22 days
105	1.1.2.2.3.9	Project Status Report Month 9	Tue 5/29/12	Tue 6/26/12	21 days
106	1.1.2.2.3.10	Project Status Report Month 10	Wed 6/27/12	Thu 7/26/12	22 days
107	1.1.2.2.3.11	Project Status Report Month 11	Fri 7/27/12	Tue 8/28/12	23 days
108	1.1.2.2.3.12	Project Status Report Month 12	Wed 8/29/12	Wed 9/26/12	21 days
109	1.1.2.2.3.13	Project Status Report Month 13	Thu 9/27/12	Fri 10/26/12	22 days
110	1.1.2.2.3.14	Project Status Report Month 14	Mon 10/29/12	Tue 11/27/12	22 days
111	1.1.2.2.3.15	Project Status Report Month 15	Wed 11/28/12	Wed 12/26/12	21 days
112	1.1.2.2.3.16	Project Status Report Month 16	Thu 12/27/12	Mon 1/28/13	23 days
113	1.1.2.2.3.17	Project Status Report Month 17	Tue 1/29/13	Tue 2/26/13	21 days
114	1.1.2.2.3.18	Project Status Report Month 18	Wed 2/27/13	Wed 3/27/13	21 days
115	1.1.2.2.3.19	Project Status Report Month 19	Thu 3/28/13	Mon 4/29/13	23 days
116	1.1.2.2.3.20	Project Status Report Month 20	Tue 4/30/13	Tue 5/28/13	21 days
117	1.1.2.2.3.21	Project Status Report Month 21	Wed 5/29/13	Thu 6/27/13	22 days
118	1.1.2.2.3.22	Project Status Report Month 22	Fri 6/28/13	Mon 7/29/13	22 days
119	1.1.2.2.3.23	Project Status Report Month 23	Tue 7/30/13	Tue 8/27/13	21 days
120	1.1.2.2.3.24	Project Status Report Month 24	Wed 8/28/13	Tue 9/24/13	20 days
121	1.1.2.3	Deliverable 2.0 - Project Status Reports	Thu 10/20/11	Tue 10/15/13	518 days
122	1.1.2.3.1	Status Reports and Project Management Time Billed Monthly (until Final Acceptance)	Fri 11/4/11	Tue 10/15/13	508 days
123	1.1.2.3.2	Deliverable 2.0 - Monthly Project Status Reports	Thu 10/20/11	Tue 10/1/13	508 days
124	1.1.2.3.2.1	Deliverable Project Status Report Month 1	Thu 11/3/11	Thu 11/3/11	0 days
125	1.1.2.3.2.2	Deliverable Project Status Report Month 2	Tue 12/6/11	Tue 12/6/11	0 days
126	1.1.2.3.2.3	Deliverable Project Status Report Month 3	Wed 1/4/12	Wed 1/4/12	0 days
127	1.1.2.3.2.4	Deliverable Project Status Report Month 4	Thu 10/20/11	Thu 10/20/11	0 days
128	1.1.2.3.2.5	Deliverable Project Status Report Month 5	Tue 3/6/12	Tue 3/6/12	0 days
129	1.1.2.3.2.6	Deliverable Project Status Report Month 6	Tue 4/3/12	Tue 4/3/12	0 days

ID	WBS	Task Name	Start	Finish	Duration
130	1.1.2.3.2.7	Deliverable Project Status Report Month 7	Thu 5/31/12	Thu 5/31/12	0 days
131	1.1.2.3.2.8	Deliverable Project Status Report Month 8	Mon 6/4/12	Mon 6/4/12	0 days
132	1.1.2.3.2.9	Deliverable Project Status Report Month 9	Tue 7/3/12	Tue 7/3/12	0 days
133	1.1.2.3.2.10	Deliverable Project Status Report Month 10	Thu 8/2/12	Thu 8/2/12	0 days
134	1.1.2.3.2.11	Deliverable Project Status Report Month 11	Tue 9/4/12	Tue 9/4/12	0 days
135	1.1.2.3.2.12	Deliverable Project Status Report Month 12	Wed 10/3/12	Wed 10/3/12	0 days
136	1.1.2.3.2.13	Deliverable Project Status Report Month 13	Fri 11/2/12	Fri 11/2/12	0 days
137	1.1.2.3.2.14	Deliverable Project Status Report Month 14	Tue 12/4/12	Tue 12/4/12	0 days
138	1.1.2.3.2.15	Deliverable Project Status Report Month 15	Wed 1/2/13	Wed 1/2/13	0 days
139	1.1.2.3.2.18	Deliverable Project Status Report Month 18	Mon 2/4/13	Mon 2/4/13	0 days
140	1.1.2.3.2.17	Deliverable Project Status Report Month 17	Tue 3/5/13	Tue 3/5/13	0 days
141	1.1.2.3.2.18	Deliverable Project Status Report Month 18	Wed 4/3/13	Wed 4/3/13	0 days
142	1.1.2.3.2.19	Deliverable Project Status Report Month 18	Mon 5/6/13	Mon 5/6/13	0 days
143	1.1.2.3.2.20	Deliverable Project Status Report Month 20	Tue 6/4/13	Tue 6/4/13	0 days
144	1.1.2.3.2.21	Deliverable Project Status Report Month 21	Thu 7/4/13	Thu 7/4/13	0 days
145	1.1.2.3.2.22	Deliverable Project Status Report Month 22	Mon 8/5/13	Mon 8/5/13	0 days
146	1.1.2.3.2.23	Deliverable Project Status Report Month 23	Tue 9/3/13	Tue 9/3/13	0 days
147	1.1.2.3.2.24	Deliverable Project Status Report Month 24	Tue 10/1/13	Tue 10/1/13	0 days
148	1.1.2.4	Task 3.0 - Establish Hosting Environment, Deliver and Load Software	Wed 10/5/11	Mon 10/7/13	624 days
149	1.1.2.4.1	Task 3.1 - Establish Hosting Environment	Wed 10/5/11	Mon 10/7/13	624 days
150	1.1.2.4.1.1	Request Reimbursement for Data Center Hardware and Software	Wed 10/5/11	Fri 10/21/11	13 days
151	1.1.2.4.1.1.1	Prepare Hardware and Software Order	Wed 10/5/11	Fri 10/21/11	13 days
152	1.1.2.4.1.1.1.1	Prepare hardware and software check list in accordance with Schedule D.8	Wed 10/5/11	Tue 10/11/11	5 days
153	1.1.2.4.1.1.1.2	Prepare hardware orders	Wed 10/12/11	Mon 10/17/11	4 days
154	1.1.2.4.1.1.1.3	Prepare software orders	Tue 10/18/11	Wed 10/19/11	2 days
155	1.1.2.4.1.1.1.4	Prepare request for payment for County	Thu 10/20/11	Fri 10/21/11	2 days
156	1.1.2.4.1.3	3.1.1 Prepare Data Center	Wed 11/23/11	Wed 4/4/12	96 days
157	1.1.2.4.1.3.1	Order hardware and software for primary and secondary data center	Wed 11/23/11	Thu 11/24/11	2 days
158	1.1.2.4.1.3.2	Order Services for primary and secondary data center	Fri 11/25/11	Mon 11/28/11	2 days
159	1.1.2.4.1.3.3	Prepare primary data center	Tue 11/29/11	Mon 12/5/11	5 days
160	1.1.2.4.1.3.4	Prepare secondary data center	Tue 11/29/11	Mon 12/5/11	5 days
161	1.1.2.4.1.3.5	Receive hardware and software (allow 3-12 months to receive hardware)	Fri 3/9/12	Thu 3/22/12	10 days
162	1.1.2.4.1.3.8	Prepare certification letter and inventory list for County	Fri 3/29/12	Wed 4/4/12	3 days
163	1.1.2.4.1.4	Deliverable 3.1.1 Prepare Data Center	Wed 4/4/12	Wed 4/4/12	0 days
164	1.1.2.4.1.6	3.1.2 Installation of Dedicated Network	Fri 4/13/12	Tue 5/22/12	28 days
165	1.1.2.4.1.5.1	Install Netsmart Dedicate Network Hardware	Fri 4/13/12	Thu 4/26/12	10 days
166	1.1.2.4.1.5.2	Install Netsmart Communications	Fri 4/27/12	Thu 5/3/12	5 days
167	1.1.2.4.1.5.3	Install County Dedicated Network Hardware	Fri 4/13/12	Thu 5/10/12	20 days
168	1.1.2.4.1.5.4	Install County Communications	Fri 5/11/12	Thu 5/17/12	5 days
169	1.1.2.4.1.5.5	Confirm and verify Dedicated Network	Fri 5/18/12	Mon 5/21/12	2 days
170	1.1.2.4.1.5.6	Prepare written Deliverable 3.1.2	Tue 5/22/12	Tue 5/22/12	1 day
171	1.1.2.4.1.6	Deliverable 3.1.2 Provide Dedicated Network	Tue 5/22/12	Tue 5/22/12	0 days
172	1.1.2.4.1.7	3.1.3 Install System Administration Portal	Fri 1/13/12	Tue 4/24/12	73 days
173	1.1.2.4.1.7.1	Prepare System Administration Portal	Fri 1/13/12	Thu 4/12/12	65 days
174	1.1.2.4.1.7.1.1	Install Required Portal Hardware and Operating System/ Security Software	Fri 1/13/12	Thu 3/29/12	55 days
175	1.1.2.4.1.7.1.2	Verify Required Portal Systems	Fri 3/30/12	Thu 4/12/12	10 days
176	1.1.2.4.1.7.2	Prepare System Administration Portal	Fri 4/13/12	Thu 4/19/12	5 days
177	1.1.2.4.1.7.3	Test System Administration Portal	Fri 4/20/12	Mon 4/23/12	2 days
178	1.1.2.4.1.7.4	Prepare written Deliverable 3.1.3	Tue 4/24/12	Tue 4/24/12	1 day
179	1.1.2.4.1.8	Deliverable 3.1.3 Provide System Administration Portal	Tue 4/24/12	Tue 4/24/12	0 days
180	1.1.2.4.1.9	3.1.4 Ready Hosting Environment for Application Software	Fri 1/20/12	Wed 6/27/12	114 days
181	1.1.2.4.1.9.1	Primary Data Center	Fri 1/20/12	Fri 5/11/12	81 days
182	1.1.2.4.1.9.1.1	Install Hardware	Fri 1/20/12	Thu 4/12/12	60 days
183	1.1.2.4.1.9.1.2	Install Operating Systems Software	Fri 4/13/12	Thu 4/26/12	10 days
184	1.1.2.4.1.9.1.3	Install Security Software	Fri 4/27/12	Tue 5/8/12	8 days
185	1.1.2.4.1.9.1.4	Install Remaining Non-Application Software	Fri 4/27/12	Fri 5/11/12	11 days
186	1.1.2.4.1.9.2	Secondary Data Center	Tue 2/7/12	Tue 6/19/12	96 days
187	1.1.2.4.1.9.2.1	Install Hardware	Tue 2/7/12	Mon 5/21/12	75 days
188	1.1.2.4.1.9.2.2	Install Operating Systems Software	Tue 5/22/12	Mon 6/4/12	10 days
189	1.1.2.4.1.9.2.3	Install Security Software	Tue 6/5/12	Thu 6/14/12	8 days
190	1.1.2.4.1.9.2.4	Install Remaining Non-Application Software	Tue 6/5/12	Tue 6/19/12	11 days
191	1.1.2.4.1.9.3	Verify Hosting Environment	Tue 5/22/12	Mon 6/25/12	25 days
192	1.1.2.4.1.9.3.1	Verify Hardware	Tue 5/22/12	Wed 5/23/12	2 days
193	1.1.2.4.1.9.3.2	Verify Operating System Software	Tue 6/5/12	Wed 6/6/12	2 days
194	1.1.2.4.1.9.3.3	Verify Remaining Non-Application Software	Wed 6/20/12	Fri 6/22/12	3 days

ID	WBS	Task Name	Start	Finish	Duration
195	1.1.2.4.1.9.3.4	Verify Network	Mon 6/25/12	Mon 6/25/12	1 day
196	1.1.2.4.1.9.4	Provide Written Confirmation that the Hardware and Hosting Environment is Complete and ready for Appl. Software	Tue 6/26/12	Wed 6/27/12	2 days
197	1.1.2.4.1.10	Deliverable 3.1.4 - Confirm Hosting Environment is Established.	Wed 6/27/12	Wed 6/27/12	0 days
199	1.1.2.4.1.11	3.1.5 Monthly Hosting Services	Tue 2/7/12	Mon 10/7/13	434 days
199	1.1.2.4.1.11.1	Provide Hosting Services Month 4 Invoice	Tue 2/7/12	Tue 2/7/12	0 days
200	1.1.2.4.1.11.2	Provide Hosting Services Month 5 Invoice	Wed 3/7/12	Wed 3/7/12	0 days
201	1.1.2.4.1.11.3	Provide Hosting Services Month 6 Invoice	Fri 4/6/12	Fri 4/6/12	0 days
202	1.1.2.4.1.11.4	Provide Hosting Services Month 7 Invoice	Mon 5/7/12	Mon 5/7/12	0 days
203	1.1.2.4.1.11.5	Provide Hosting Services Month 8 Invoice	Thu 6/7/12	Thu 6/7/12	0 days
204	1.1.2.4.1.11.6	Provide Hosting Services Month 9 Invoice	Fri 7/6/12	Fri 7/6/12	0 days
205	1.1.2.4.1.11.7	Provide Hosting Services Month 10 Invoice	Tue 8/7/12	Tue 8/7/12	0 days
206	1.1.2.4.1.11.8	Provide Hosting Services Month 11 Invoice	Fri 9/7/12	Fri 9/7/12	0 days
207	1.1.2.4.1.11.9	Provide Hosting Services Month 12 Invoice	Fri 10/5/12	Fri 10/5/12	0 days
208	1.1.2.4.1.11.10	Provide Hosting Services Month 13 Invoice	Wed 11/7/12	Wed 11/7/12	0 days
209	1.1.2.4.1.11.11	Provide Hosting Services Month 14 Invoice	Fri 12/7/12	Fri 12/7/12	0 days
210	1.1.2.4.1.11.12	Provide Hosting Services Month 15 Invoice	Fri 1/4/13	Fri 1/4/13	0 days
211	1.1.2.4.1.11.13	Provide Hosting Services Month 16 Invoice	Thu 2/7/13	Thu 2/7/13	0 days
212	1.1.2.4.1.11.14	Provide Hosting Services Month 17 Invoice	Thu 3/7/13	Thu 3/7/13	0 days
213	1.1.2.4.1.11.15	Provide Hosting Services Month 18 Invoice	Fri 4/5/13	Fri 4/5/13	0 days
214	1.1.2.4.1.11.16	Provide Hosting Services Month 19 Invoice	Tue 5/7/13	Tue 5/7/13	0 days
215	1.1.2.4.1.11.17	Provide Hosting Services Month 20 Invoice	Fri 6/7/13	Fri 6/7/13	0 days
216	1.1.2.4.1.11.18	Provide Hosting Services Month 21 Invoice	Fri 7/5/13	Fri 7/5/13	0 days
217	1.1.2.4.1.11.19	Provide Hosting Services Month 22 Invoice	Wed 8/7/13	Wed 8/7/13	0 days
218	1.1.2.4.1.11.20	Provide Hosting Services Month 23 Invoice	Fri 9/6/13	Fri 9/6/13	0 days
219	1.1.2.4.1.11.21	Provide Hosting Services Month 24 Invoice	Mon 10/7/13	Mon 10/7/13	0 days
220	1.1.2.4.1.12	Deliverable 3.1.6 Provide Monthly Hosting Services.	Tue 2/7/12	Mon 10/7/13	435 days
221	1.1.2.4.2	Task 3.2 - Deliver Application Software and Documentation and Establish Early Project Environment	Wed 10/12/11	Thu 11/10/11	22 days
222	1.1.2.4.2.1	3.2.1 Install Early Project Development Environment	Wed 10/12/11	Thu 11/10/11	22 days
223	1.1.2.4.2.1.1	Setup Early Project Environment Hardware	Wed 10/12/11	Tue 10/25/11	10 days
224	1.1.2.4.2.1.2	Setup Early Project Environment Software	Wed 10/26/11	Thu 11/3/11	7 days
225	1.1.2.4.2.1.3	Test and Verify Early Project Environment	Fri 11/4/11	Thu 11/10/11	5 days
226	1.1.2.4.2.2	Deliverable 3.2.1 - Early Project Development Environment	Thu 11/10/11	Thu 11/10/11	0 days
227	1.1.2.4.2.3	3.2 Application Software Delivery	Fri 10/14/11	Tue 10/25/11	8 days
228	1.1.2.4.2.3.1	Build Electronic File of Software and Documentation	Fri 10/14/11	Thu 10/20/11	5 days
228	1.1.2.4.2.3.2	Send CD-Roms (or other electronic file) with Baseline Application Software to Data Centers	Fri 10/21/11	Mon 10/24/11	2 days
230	1.1.2.4.2.3.3	Send CD-Roms (or other electronic file) with Baseline Application Software Documentation to County	Fri 10/21/11	Mon 10/24/11	2 days
231	1.1.2.4.2.3.4	Provide written certification that all System Components have been delivered, (within 20 days of contract effective date)	Tue 10/25/11	Tue 10/25/11	1 day
232	1.1.2.4.2.4	Deliverable 3.2: Application Software Delivery	Thu 11/10/11	Thu 11/10/11	0 days
233	1.1.2.4.3	Task 3.3 - Load Baseline Application Software	Thu 9/13/12	Thu 10/4/12	16 days
234	1.1.2.4.3.1	Baseline Application Software Installation	Thu 9/13/12	Thu 10/4/12	16 days
235	1.1.2.4.3.1.1	Load Components on Production Server	Thu 9/13/12	Fri 9/14/12	2 days
236	1.1.2.4.3.1.1.1	Install RADPlus	Thu 9/13/12	Fri 9/14/12	2 days
237	1.1.2.4.3.1.1.2	Install Database	Thu 9/13/12	Fri 9/14/12	2 days
238	1.1.2.4.3.1.2	Load Components on Back-Up Server	Mon 9/17/12	Tue 9/18/12	2 days
239	1.1.2.4.3.1.2.1	Install RADPlus	Mon 9/17/12	Tue 9/18/12	2 days
240	1.1.2.4.3.1.2.2	Install Database	Mon 9/17/12	Tue 9/18/12	2 days
241	1.1.2.4.3.1.3	Install IBHIS in Test Environment	Wed 9/19/12	Mon 9/24/12	4 days
242	1.1.2.4.3.1.3.1	Install Avatar Base System Tools	Wed 9/19/12	Mon 9/24/12	4 days
243	1.1.2.4.3.1.3.2	Install Avatar EHR Modules	Wed 9/19/12	Mon 9/24/12	4 days
244	1.1.2.4.3.1.3.3	Install Avatar Managed Services Organization (MSO)	Wed 9/19/12	Mon 9/24/12	4 days
245	1.1.2.4.3.1.3.4	Install Connect Suite Modules	Wed 9/19/12	Mon 9/24/12	4 days
246	1.1.2.4.3.1.4	Install IBHIS in Training Environment	Tue 9/25/12	Fri 9/28/12	4 days
247	1.1.2.4.3.1.4.1	Install Avatar Base System Tools	Tue 9/25/12	Fri 9/28/12	4 days
248	1.1.2.4.3.1.4.2	Install Avatar EHR Modules	Tue 9/25/12	Fri 9/28/12	4 days
249	1.1.2.4.3.1.4.3	Install Avatar Managed Services Organization (MSO)	Tue 9/25/12	Fri 9/28/12	4 days
250	1.1.2.4.3.1.4.4	Install Connect Suite Modules	Tue 9/25/12	Fri 9/28/12	4 days
251	1.1.2.4.3.1.5	Install IBHIS in Production Environment	Tue 9/25/12	Fri 9/28/12	4 days
252	1.1.2.4.3.1.5.1	Install Avatar Base System Tools	Tue 9/25/12	Fri 9/28/12	4 days
253	1.1.2.4.3.1.5.2	Install Avatar EHR Modules	Tue 9/25/12	Fri 9/28/12	4 days
254	1.1.2.4.3.1.5.3	Install Avatar Managed Services Organization (MSO)	Tue 9/25/12	Fri 9/28/12	4 days
255	1.1.2.4.3.1.5.4	Install Connect Suite Modules	Tue 9/25/12	Fri 9/28/12	4 days
256	1.1.2.4.3.1.6	Verify Baseline Application Software Installation	Mon 10/1/12	Tue 10/2/12	2 days
257	1.1.2.4.3.1.7	County Review Baseline Application Software Installation	Wed 10/3/12	Thu 10/4/12	2 days

ID	WBS	Task Name	Start	Finish	Duration
258	1.1.2.4.4	Deliverable 3.3 - Load Baseline Application Software - Key Deliverable	Thu 10/4/12	Thu 10/4/12	0 days
259	1.1.2.4.5	Task 3.4 - Synchronize for Application and Database Replication	Fri 11/16/12	Mon 1/7/13	37 days
260	1.1.2.4.5.1	Design Replication/Synchronization Architecture	Fri 11/16/12	Thu 11/23/12	10 days
261	1.1.2.4.5.2	County Review of Synchronization Architecture	Fri 11/30/12	Thu 12/6/12	5 days
262	1.1.2.4.5.3	County (Project Manager) Approval of Synchronization Architecture	Thu 12/6/12	Thu 12/6/12	0 days
263	1.1.2.4.5.4	Build Replication Processes	Fri 12/7/12	Mon 1/7/13	22 days
264	1.1.2.4.5.5	Test Replication Processes	Fri 12/7/12	Mon 1/7/13	22 days
265	1.1.2.4.5.6	Certify That System Recovery is Operational	Fri 12/7/12	Mon 1/7/13	22 days
266	1.1.2.4.5.7	Document Procedures and Develop Processes for Validation	Fri 12/7/12	Mon 1/7/13	22 days
267	1.1.2.4.6	Deliverable 3.4 - Synchronize for Application and Database Replication - Key Deliverable	Mon 1/7/13	Mon 1/7/13	0 days
268	1.1.2.5	Task 4.0 - System Training	Mon 10/24/11	Mon 1/21/13	325 days
269	1.1.2.5.1	Task 4.1 - Develop Training Plan	Mon 10/24/11	Wed 6/20/12	172 days
270	1.1.2.5.1.1	Develop Training Plan Sections	Mon 10/24/11	Wed 6/6/12	162 days
271	1.1.2.5.1.1.1	Develop System Administration Training Plan	Mon 10/24/11	Thu 10/27/11	3 days
272	1.1.2.5.1.1.2	Develop Database Administration Training Plan	Thu 10/27/11	Tue 11/1/11	3 days
273	1.1.2.5.1.1.3	Develop Interface Development Training Plan	Thu 1/5/12	Mon 1/16/12	7 days
274	1.1.2.5.1.1.4	Develop Report Training Plan	Wed 5/30/12	Wed 6/6/12	5 days
275	1.1.2.5.1.1.5	Develop Application Software Configuration Start Training Plan	Fri 11/18/11	Fri 11/25/11	5 days
276	1.1.2.5.1.1.6	Develop Application Trainer Training Plan	Mon 10/24/11	Mon 11/7/11	10 days
277	1.1.2.5.1.2	County Plan Review	Wed 6/6/12	Wed 6/20/12	10 days
278	1.1.2.5.1.2.1	Provide Written Confirmation to County that Plan is Complete	Wed 6/6/12	Wed 6/6/12	0 days
279	1.1.2.5.1.2.2	County Reviews Training Plan	Wed 6/6/12	Wed 6/20/12	10 days
280	1.1.2.5.2	Deliverable 4.1 - Training Plan	Wed 6/20/12	Wed 6/20/12	0 days
281	1.1.2.5.3	Task 4.2 - Conduct Training	Thu 11/24/11	Mon 1/21/13	302 days
282	1.1.2.5.3.1	Conduct System Administration Training (Removed)	Mon 11/28/11	Thu 8/16/12	188 days
283	1.1.2.5.3.1.1	Classroom - System Administration Training	Mon 11/28/11	Mon 11/28/11	0 days
284	1.1.2.5.3.1.2	On-The-Job Training - Conversion Execution	Thu 8/16/12	Thu 8/16/12	0 days
285	1.1.2.5.3.2	Conduct Database Administration Training (Removed)	Mon 1/7/13	Mon 1/7/13	0 days
286	1.1.2.5.3.2.1	Classroom - Database Administration Training	Mon 1/7/13	Mon 1/7/13	0 days
287	1.1.2.5.3.3	Conduct Interface Development Training	Tue 1/24/12	Fri 2/3/12	8 days
288	1.1.2.5.3.3.1	Classroom - XML Data Import Training	Tue 1/24/12	Fri 1/27/12	3 days
288	1.1.2.5.3.3.2	Classroom - Web Services Module Training	Fri 1/27/12	Fri 2/3/12	5 days
290	1.1.2.5.3.4	Conduct Report/Query Writer Training	Wed 6/6/12	Wed 6/13/12	5 days
291	1.1.2.5.3.4.1	Classroom - Crystal Reports Training and Avatar Data Dictionary	Wed 6/6/12	Wed 6/13/12	5 days
292	1.1.2.5.3.5	Application Configuration Training	Thu 11/24/11	Tue 6/28/12	198 days
293	1.1.2.5.3.5.1	Avatar Project Team Training	Thu 11/24/11	Wed 12/28/11	24 days
294	1.1.2.5.3.5.1.1	Avatar Base System Tools Project Team Training	Thu 11/24/11	Thu 12/6/11	10 days
295	1.1.2.5.3.5.1.1.1	Class 1 - 12 Students	Thu 11/24/11	Thu 12/1/11	5 days
296	1.1.2.5.3.5.1.1.2	Class 2 - 10 Students	Thu 12/1/11	Thu 12/8/11	5 days
297	1.1.2.5.3.5.1.2	Avatar EHR Project Team Training	Thu 11/24/11	Thu 12/22/11	20 days
298	1.1.2.5.3.5.1.2.1	Class 1 - 10 Students	Thu 11/24/11	Thu 12/8/11	10 days
299	1.1.2.5.3.5.1.2.2	Class 2 - 10 Students	Thu 12/8/11	Thu 12/22/11	10 days
300	1.1.2.5.3.5.1.3	Avatar MSO Project Team Training	Thu 11/24/11	Fri 12/16/11	16 days
301	1.1.2.5.3.5.1.3.1	Class 1 - 10 Students	Thu 11/24/11	Tue 12/6/11	8 days
302	1.1.2.5.3.5.1.3.2	Class 2 - 10 Students	Tue 12/6/11	Fri 12/16/11	8 days
303	1.1.2.5.3.5.1.4	Connect Suite Project Team Training	Thu 12/22/11	Wed 12/28/11	4 days
304	1.1.2.5.3.5.1.4.1	Class 1 - 10 Students	Thu 12/22/11	Mon 12/26/11	2 days
305	1.1.2.5.3.5.1.4.2	Class 2 - 10 Students	Mon 12/26/11	Wed 12/28/11	2 days
306	1.1.2.5.3.5.2	Avatar Base System Start Training	Mon 7/23/12	Tue 8/28/12	25 days
307	1.1.2.5.3.5.2.1	Avatar Base System Training	Mon 7/23/12	Mon 7/30/12	5 days
308	1.1.2.5.3.5.2.1.1	Class 1 - 10 Students	Mon 7/23/12	Mon 7/30/12	5 days
309	1.1.2.5.3.5.2.2	Avatar EHR Start Training	Mon 7/23/12	Mon 8/14/12	16 days
310	1.1.2.5.3.5.2.2.1	Class 1 - 10 Students	Mon 7/23/12	Thu 8/2/12	8 days
311	1.1.2.5.3.5.2.2.2	Class 2 - 10 Students	Thu 8/2/12	Tue 8/14/12	8 days
312	1.1.2.5.3.5.2.3	Avatar MSO Start Training	Tue 8/14/12	Fri 8/24/12	8 days
313	1.1.2.5.3.5.2.3.1	Class 1 - 10 Students	Tue 8/14/12	Mon 8/20/12	4 days
314	1.1.2.5.3.5.2.3.2	Class 2 - 10 Students	Mon 8/20/12	Fri 8/24/12	4 days
315	1.1.2.5.3.5.2.4	Connect Suite Module Start Training	Fri 8/24/12	Tue 8/28/12	2 days
316	1.1.2.5.3.5.2.4.1	Class 1 - 10 Students	Fri 8/24/12	Mon 8/27/12	1 day
317	1.1.2.5.3.5.2.4.2	Class 1 - 10 Students	Mon 8/27/12	Tue 8/28/12	1 day
318	1.1.2.5.3.6	Application Trainer Training	Wed 12/26/12	Mon 1/21/13	18 days
319	1.1.2.5.3.6.1	Avatar EHR Trainer Training	Wed 12/26/12	Tue 1/1/13	4 days
320	1.1.2.5.3.6.1.1	Class 1 - 10 Students	Wed 12/26/12	Tue 1/1/13	4 days
321	1.1.2.5.3.6.1.2	Class 2 - 10 Students	Wed 12/26/12	Tue 1/1/13	4 days

ID	.WBS	Task Name	Start	Finish	Duration
322	1.1.2.5.3.6.1.3	Class 3 - 7 Students	Wed 12/28/12	Tue 1/1/13	4 days
323	1.1.2.5.3.6.2	Avatar CWS Module Trainer Training	Tue 1/1/13	Fri 1/4/13	3 days
324	1.1.2.5.3.6.2.1	Class 1 - 10 Students	Tue 1/1/13	Fri 1/4/13	3 days
325	1.1.2.5.3.6.2.2	Class 2 - 10 Students	Tue 1/1/13	Fri 1/4/13	3 days
326	1.1.2.5.3.6.2.3	Class 3 - 7 Students	Tue 1/1/13	Fri 1/4/13	3 days
327	1.1.2.5.3.6.3	Avatar ERS Module Trainer Training	Fri 1/4/13	Mon 1/7/13	1 day
328	1.1.2.5.3.6.3.1	Class 1 - 10 Students	Fri 1/4/13	Mon 1/7/13	1 day
329	1.1.2.5.3.6.3.2	Class 2 - 10 Students	Fri 1/4/13	Mon 1/7/13	1 day
330	1.1.2.5.3.6.3.3	Class 3 - 7 Students	Fri 1/4/13	Mon 1/7/13	1 day
331	1.1.2.5.3.6.4	Avatar Document Imaging Trainer Training	Mon 1/7/13	Tue 1/8/13	1 day
332	1.1.2.5.3.6.4.1	Class 1 - 10 Students	Mon 1/7/13	Tue 1/8/13	1 day
333	1.1.2.5.3.6.4.2	Class 2 - 10 Students	Mon 1/7/13	Tue 1/8/13	1 day
334	1.1.2.5.3.6.4.3	Class 3 - 7 Students	Mon 1/7/13	Tue 1/8/13	1 day
335	1.1.2.5.3.6.5	Avatar MSO Trainer Training	Tue 1/8/13	Fri 1/11/13	3 days
336	1.1.2.5.3.6.5.1	Class 1 - 10 Students	Tue 1/8/13	Fri 1/11/13	3 days
337	1.1.2.5.3.6.5.2	Class 2 - 10 Students	Tue 1/8/13	Fri 1/11/13	3 days
338	1.1.2.5.3.6.5.3	Class 3 - 7 Students	Tue 1/8/13	Fri 1/11/13	3 days
339	1.1.2.5.3.6.6	ConsumerConnect Module Trainer Training	Fri 1/11/13	Wed 1/16/13	3 days
340	1.1.2.5.3.6.6.1	Class 1 - 10 Students	Fri 1/11/13	Wed 1/16/13	3 days
341	1.1.2.5.3.6.6.2	Class 2 - 10 Students	Fri 1/11/13	Wed 1/16/13	3 days
342	1.1.2.5.3.6.6.3	Class 3 - 7 Students	Fri 1/11/13	Wed 1/16/13	3 days
343	1.1.2.5.3.6.7	ProviderConnect Module Trainer Training	Wed 1/16/13	Thu 1/17/13	1 day
344	1.1.2.5.3.6.7.1	Class 1 - 10 Students	Wed 1/16/13	Thu 1/17/13	1 day
345	1.1.2.5.3.6.7.2	Class 2 - 10 Students	Wed 1/16/13	Thu 1/17/13	1 day
346	1.1.2.5.3.6.7.3	Class 3 - 7 Students	Wed 1/16/13	Thu 1/17/13	1 day
347	1.1.2.5.3.6.8	MobileConnect Module Trainer Training	Thu 1/17/13	Fri 1/18/13	1 day
348	1.1.2.5.3.6.8.1	Class 1 - 10 Students	Thu 1/17/13	Fri 1/18/13	1 day
349	1.1.2.5.3.6.8.2	Class 2 - 10 Students	Thu 1/17/13	Fri 1/18/13	1 day
350	1.1.2.5.3.6.8.3	Class 3 - 7 Students	Thu 1/17/13	Fri 1/18/13	1 day
351	1.1.2.5.3.6.9	Avatar e-Courses Trainer Training	Fri 1/18/13	Mon 1/21/13	1 day
352	1.1.2.5.3.6.9.1	Class 1 - 10 Students	Fri 1/18/13	Mon 1/21/13	1 day
353	1.1.2.5.3.6.9.2	Class 2 - 10 Students	Fri 1/18/13	Mon 1/21/13	1 day
354	1.1.2.5.3.6.9.3	Class 3 - 7 Students	Fri 1/18/13	Mon 1/21/13	1 day
355	1.1.2.5.4	Deliverable 4.2 - Training - Key Deliverable	Mon 1/21/13	Mon 1/21/13	0 days
358	1.2.5.5	Task 4.3 - Training Materials and Documentation	Tue 11/1/11	Wed 12/26/12	301 days
357	1.1.2.5.5.1	Provide System Administration Training Materials and Documentation	Tue 11/1/11	Mon 11/14/11	9 days
358	1.1.2.5.5.1.1	Develop Training Materials and Documentation - System Administration	Tue 11/1/11	Fri 11/11/11	8 days
359	1.1.2.5.5.1.2	Materials and Documentation Printing and Packaging	Fri 11/11/11	Mon 11/14/11	1 day
360	1.1.2.5.5.2	Provide Database Administration Training Materials and Documentation	Mon 11/14/11	Mon 11/28/11	10 days
361	1.1.2.5.5.2.1	Develop Training Materials and Documentation - Database Administration	Mon 11/14/11	Thu 11/24/11	8 days
362	1.1.2.5.5.2.2	Materials and Documentation Printing and Packaging	Thu 11/24/11	Mon 11/28/11	2 days
363	1.1.2.5.5.3	Provide Interface Development Training Materials and Documentation	Tue 1/5/12	Tue 1/24/12	13 days
364	1.1.2.5.5.3.1	Develop Training Materials and Documentation - Interface Development	Thu 1/5/12	Tue 1/17/12	8 days
365	1.1.2.5.5.3.2	Materials and Documentation Printing and Packaging	Tue 1/17/12	Thu 1/19/12	2 days
366	1.1.2.5.5.3.3	Materially contribute to the development of User training materials	Thu 1/19/12	Tue 1/24/12	3 days
367	1.1.2.5.5.4	Provide Report/Query Writer Training Materials and Documentation	Tue 1/24/12	Fri 2/10/12	13 days
368	1.1.2.5.5.4.1	Develop Training Materials and Documentation - Report/Query Writer	Tue 1/24/12	Fri 2/3/12	8 days
369	1.1.2.5.5.4.2	Materials and Documentation Printing and Packaging	Fri 2/3/12	Tue 2/7/12	2 days
370	1.1.2.5.5.4.3	Materially contribute to the development of User training materials	Tue 2/7/12	Fri 2/10/12	3 days
371	1.1.2.5.5.5	Provide Application Software Configuration (Start) Training Materials and Documentation	Mon 11/28/11	Thu 1/5/12	28 days
372	1.1.2.5.5.5.1	Develop Training Materials and Documentation - Application Software Configuration	Mon 11/28/11	Mon 12/26/11	20 days
373	1.1.2.5.5.5.2	Materials and Documentation Printing and Packaging	Mon 12/26/11	Mon 1/2/12	5 days
374	1.1.2.5.5.5.3	Materially contribute to the development of User training materials	Mon 1/2/12	Thu 1/5/12	3 days
375	1.1.2.5.5.6	Provide Application Trainer Training Materials and Documentation	Fri 8/3/12	Wed 12/26/12	103 days
376	1.1.2.5.5.6.1	Develop Training Materials and Documentation - Trainer Training Materials	Fri 8/3/12	Fri 12/7/12	90 days
377	1.1.2.5.5.6.2	Materials and Documentation Printing and Packaging	Fri 12/7/12	Fri 12/21/12	10 days
378	1.1.2.5.5.6.3	Materially contribute to the development of User training materials	Fri 12/21/12	Wed 12/26/12	3 days
379	1.1.2.5.6	Deliverable 4.3 - Training Materials	Wed 12/26/12	Wed 12/26/12	0 days
380	1.1.2.6	Task 5.0 - Configure System	Thu 11/17/11	Wed 5/29/13	389 days
381	1.1.2.6.1	LA County Program Workflow and Business Process Review	Wed 12/28/11	Fri 8/3/12	157 days
382	1.1.2.6.1.1	Netsmart Solution Overview and Demonstration (Pre-Requirements first look)	Wed 12/28/11	Fri 12/30/11	2 days
383	1.1.2.6.1.2	Requirements Review	Fri 12/30/11	Wed 2/1/12	23 days
384	1.1.2.6.1.2.1	Functional Requirements	Fri 12/30/11	Fri 1/27/12	20 days
385	1.1.2.6.1.2.1.1	D.J.I Referral In:	Fri 12/30/11	Fri 1/6/12	5 days

ID	WBS	Task Name	Start	Finish	Duration
386	1.1.2.6.1.2.1.2	D.1.2 Screening	Fri 12/30/11	Fri 1/6/12	5 days
387	1.1.2.6.1.2.1.3	D.1.3 Authorization	Fri 1/20/12	Fri 1/27/12	5 days
388	1.1.2.6.1.2.1.4	D.1.4 Intake	Fri 12/30/11	Fri 1/6/12	5 days
389	1.1.2.6.1.2.1.5	D.1.5 Service Delivery	Fri 12/30/11	Fri 1/6/12	5 days
390	1.1.2.6.1.2.1.6	D.1.6 Billing	Fri 12/30/11	Fri 1/6/12	5 days
391	1.1.2.6.1.2.1.7	D.1.7 Closure	Fri 12/30/11	Fri 1/6/12	5 days
392	1.1.2.6.1.2.1.8	D.1.8 Claims	Fri 1/20/12	Fri 1/27/12	5 days
393	1.1.2.6.1.2.1.9	D.1.9 Portals	Fri 1/20/12	Fri 1/27/12	5 days
394	1.1.2.6.1.2.2	Technical Requirements	Fri 12/30/11	Fri 1/20/12	15 days
395	1.1.2.6.1.2.2.1	D.2.1 System Architecture	Fri 12/30/11	Fri 1/6/12	5 days
396	1.1.2.6.1.2.2.2	D.2.2 Database	Fri 12/30/11	Fri 1/6/12	5 days
397	1.1.2.6.1.2.2.3	D.2.3 Reporting	Fri 12/30/11	Fri 1/6/12	5 days
398	1.1.2.6.1.2.2.4	D.2.4 Security	Fri 12/30/11	Fri 1/6/12	5 days
399	1.1.2.6.1.2.2.5	D.2.5 EDI	Fri 12/30/11	Fri 1/6/12	5 days
400	1.1.2.6.1.2.2.6	D.2.6 Ease of Use	Fri 12/30/11	Fri 1/6/12	5 days
401	1.1.2.6.1.2.2.7	D.2.7 System Reliability	Fri 12/30/11	Fri 1/6/12	5 days
402	1.1.2.6.1.2.2.8	D.2.8 Production Control	Fri 12/30/11	Fri 1/6/12	5 days
403	1.1.2.6.1.2.2.9	D.2.9 Other Environments	Fri 12/30/11	Fri 1/6/12	5 days
404	1.1.2.6.1.2.2.10	D.2.10 System Standards	Fri 12/30/11	Fri 1/6/12	5 days
405	1.1.2.6.1.2.2.11	D.2.11 Interfaces	Fri 12/30/11	Fri 1/20/12	15 days
406	1.1.2.6.1.2.3	Requirements Traceability Matrix (RTM) Draft	Fri 1/27/12	Wed 2/1/12	3 days
407	1.1.2.6.1.3	GAP Analysis	Wed 2/8/12	Fri 3/16/12	27 days
408	1.1.2.6.1.3.1	Avatar EHR Modules	Wed 2/8/12	Fri 3/2/12	17 days
409	1.1.2.6.1.3.1.1	Avatar Cal-PM GAP	Wed 2/8/12	Wed 2/15/12	5 days
410	1.1.2.6.1.3.1.2	Avatar CWS GAP	Wed 2/15/12	Wed 2/22/12	5 days
411	1.1.2.6.1.3.1.3	Avatar OE GAP	Wed 2/15/12	Wed 2/22/12	5 days
412	1.1.2.6.1.3.1.4	Avatar Other Modules GAP	Wed 2/22/12	Fri 2/24/12	2 days
413	1.1.2.6.1.3.1.5	Update Requirements Traceability Matrix (RTM)	Fri 2/24/12	Fri 3/2/12	5 days
414	1.1.2.6.1.3.2	Avatar MSO Modules	Wed 2/15/12	Fri 3/2/12	12 days
415	1.1.2.6.1.3.2.1	Avatar MSO GAP	Wed 2/15/12	Tue 2/21/12	4 days
416	1.1.2.6.1.3.2.2	Update Requirements Traceability Matrix (RTM)	Fri 2/24/12	Fri 3/2/12	5 days
417	1.1.2.6.1.3.3	Connect Suite Modules	Fri 3/2/12	Fri 3/8/12	4 days
418	1.1.2.6.1.3.3.1	MobileConnect GAP	Fri 3/2/12	Tue 3/6/12	2 days
419	1.1.2.6.1.3.3.2	ProviderConnect GAP	Fri 3/2/12	Tue 3/6/12	2 days
420	1.1.2.6.1.3.3.3	ConsumerConnect GAP	Fri 3/2/12	Tue 3/6/12	2 days
421	1.1.2.6.1.3.3.4	Update Requirements Traceability Matrix (RTM)	Tue 3/6/12	Thu 3/8/12	2 days
422	1.1.2.6.1.3.4	Avatar Base System & Tools	Wed 2/8/12	Thu 3/8/12	21 days
423	1.1.2.6.1.3.4.1	Avatar Base System & Tools GAP	Wed 2/8/12	Tue 3/6/12	19 days
424	1.1.2.6.1.3.4.2	Update Requirements Traceability Matrix (RTM)	Tue 3/6/12	Thu 3/8/12	2 days
425	1.1.2.6.1.3.5	Finalize Requirements Traceability Matrix (RTM)	Thu 3/8/12	Fri 3/16/12	6 days
426	1.1.2.6.1.3.5.1	Internal RTM Review	Thu 3/8/12	Fri 3/8/12	1 day
427	1.1.2.6.1.3.5.2	LA County Review	Fri 3/8/12	Fri 3/16/12	5 days
428	1.1.2.6.1.3.6	Requirements Traceability Matrix County Approval	Fri 3/16/12	Fri 3/16/12	0 days
429	1.1.2.6.1.4	LA County Ongoing Analysis and Consultation	Fri 3/16/12	Fri 8/3/12	100 days
430	1.1.2.6.1.4.1	Practice Management File Build Consultation	Fri 3/16/12	Fri 6/3/12	100 days
431	1.1.2.6.1.4.2	Clinical File Build Consultation	Fri 3/16/12	Fri 6/3/12	100 days
432	1.1.2.6.1.4.3	Managed Services File Build Consultation	Fri 3/16/12	Fri 6/3/12	100 days
433	1.1.2.6.1.4.4	Document Collection and Archiving Analysis and Consultation	Fri 3/16/12	Fri 7/6/12	80 days
434	1.1.2.6.1.4.5	Staff General Assistance and Consultation	Fri 6/1/12	Fri 8/3/12	45 days
435	1.1.2.6.2	Data Collection and Review	Thu 11/17/11	Fri 6/22/12	156 days
436	1.1.2.6.2.1	Assessment Form Collection and Consolidation	Thu 11/17/11	Mon 1/2/12	32 days
437	1.1.2.6.2.2	Avatar EHR Items	Fri 2/24/12	Fri 4/27/12	45 days
438	1.1.2.6.2.2.1	Avatar CalPM Items	Fri 2/24/12	Fri 4/20/12	40 days
439	1.1.2.6.2.2.1.1	Dictionaries	Fri 2/24/12	Fri 3/23/12	20 days
440	1.1.2.6.2.2.1.1.1	Client File Elements	Fri 2/24/12	Fri 3/23/12	20 days
441	1.1.2.6.2.2.1.1.1.1	Treatment Service Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
442	1.1.2.6.2.2.1.1.1.2	RRG Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
443	1.1.2.6.2.2.1.1.1.3	Insurance Charge Category Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
444	1.1.2.6.2.2.1.1.1.4	Client Address County Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
445	1.1.2.6.2.2.1.1.1.5	Location Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
446	1.1.2.6.2.2.1.1.2	Other Tabled File Elements	Fri 2/24/12	Fri 3/23/12	20 days
447	1.1.2.6.2.2.1.1.2.1	Group Codes Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
448	1.1.2.6.2.2.1.1.3	Staff File Elements	Fri 2/24/12	Fri 3/23/12	20 days
449	1.1.2.6.2.2.1.1.3.1	Discipline Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
450	1.1.2.6.2.2.1.1.3.2	Staff Category Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days

ID	WBS	Task Name	Start	Finish	Duration
451	1.1.2.6.2.2.1.1.3.3	Provider Categories for Coverage Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
452	1.1.2.6.2.2.1.1.4	Referral File Elements	Fri 2/24/12	Fri 3/23/12	20 days
453	1.1.2.6.2.2.1.1.4.1	Specialty Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
454	1.1.2.6.2.2.1.1.4.2	Referral Source Class Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
455	1.1.2.6.2.2.1.1.4.3	Source Category Data Collection Sheets	Fri 2/24/12	Fri 3/23/12	20 days
456	1.1.2.6.2.2.1.2	Tables	Fri 3/23/12	Fri 4/20/12	20 days
457	1.1.2.6.2.2.1.2.1	Service Code Collection Sheet/Upload File	Fri 3/23/12	Fri 4/20/12	20 days
458	1.1.2.6.2.2.1.2.2	Service Code Cross Reference Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
459	1.1.2.6.2.2.1.2.3	Service Fee Data Collection Sheet	Fri 3/23/12	Fri 4/20/12	20 days
460	1.1.2.6.2.2.1.2.4	Guarantor Data Collection Sheet for Each Guarantor (25)	Fri 3/23/12	Fri 4/20/12	20 days
461	1.1.2.6.2.2.1.2.5	Benefit Plan Data Collection Sheets for each Plan	Fri 3/23/12	Fri 4/20/12	20 days
462	1.1.2.6.2.2.1.2.6	Program Data Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
463	1.1.2.6.2.2.1.2.7	Payment/Adjustment Code Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
464	1.1.2.6.2.2.1.2.8	Facility Defaults Data Collection Sheet	Fri 3/23/12	Fri 4/20/12	20 days
465	1.1.2.6.2.2.1.2.9	Referral Source Data Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
466	1.1.2.6.2.2.1.2.10	Practitioner Enrollment Data Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
467	1.1.2.6.2.2.1.2.11	Guarantor/Program Billing Defaults Data Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
468	1.1.2.6.2.2.1.2.12	CA MediCal Program Billing Defaults Data Collection Sheet	Fri 3/23/12	Fri 4/20/12	20 days
469	1.1.2.6.2.2.1.2.13	Practitioner Numbers by Guarantor Data Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
470	1.1.2.6.2.2.1.2.14	Appt Scheduling Site Registration Data Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
471	1.1.2.6.2.2.1.2.15	Appt Scheduling Group Registration Data Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
472	1.1.2.6.2.2.1.2.16	Appt Scheduling Staff Schedules Data Collection Sheets	Fri 3/23/12	Fri 4/20/12	20 days
473	1.1.2.6.2.2.1.3	Facility Information Collection	Fri 2/24/12	Fri 3/23/12	20 days
474	1.1.2.6.2.2.1.3.1	Gather Facility Information	Fri 2/24/12	Fri 3/23/12	20 days
475	1.1.2.6.2.2.2	Avatar CWS Items	Wed 3/7/12	Fri 4/27/12	37 days
476	1.1.2.6.2.2.2.1	Treatment Plan File Build	Wed 3/7/12	Wed 4/4/12	20 days
477	1.1.2.6.2.2.2.1.1	Gather, Review, Define Problems	Wed 3/7/12	Wed 4/4/12	20 days
478	1.1.2.6.2.2.2.1.2	Gather, Review, Define Problem Definitions	Wed 3/7/12	Wed 4/4/12	20 days
479	1.1.2.6.2.2.2.1.3	Gather, Review, Define Goals	Wed 3/7/12	Wed 4/4/12	20 days
480	1.1.2.6.2.2.2.1.4	Gather, Review, Define Objectives	Wed 3/7/12	Wed 4/4/12	20 days
481	1.1.2.6.2.2.2.1.5	Gather, Review, Define Interventions	Wed 3/7/12	Wed 4/4/12	20 days
482	1.1.2.6.2.2.2.1.6	Gather, Review, Define Staff Role in Treatment Planner	Wed 3/7/12	Wed 4/4/12	20 days
483	1.1.2.6.2.2.2.1.7	Gather, Review, Define Current Goals Status	Wed 3/7/12	Wed 4/4/12	20 days
484	1.1.2.6.2.2.2.1.8	Gather, Review, Define Objective Type	Wed 3/7/12	Wed 4/4/12	20 days
485	1.1.2.6.2.2.2.2	Progress Note File Build	Wed 3/28/12	Wed 4/11/12	10 days
486	1.1.2.6.2.2.2.2.1	Gather, Review, Define Note Type Dictionary	Wed 3/28/12	Wed 4/11/12	10 days
487	1.1.2.6.2.2.2.3	CWS File Build	Wed 4/11/12	Fri 4/27/12	12 days
488	1.1.2.6.2.2.3	Avatar OE Items	Wed 3/7/12	Wed 3/21/12	10 days
489	1.1.2.6.2.2.3.1	Complete Avatar OE Document	Wed 3/7/12	Wed 3/21/12	10 days
490	1.1.2.6.2.3	Avatar MSD Items	Fri 3/2/12	Fri 5/11/12	50 days
491	1.1.2.6.2.3.1	Dictionaries	Fri 3/2/12	Fri 3/30/12	20 days
492	1.1.2.6.2.3.1.1	Member File Elements	Fri 3/2/12	Fri 3/30/12	20 days
493	1.1.2.6.2.3.1.1.1	Member County Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
494	1.1.2.6.2.3.1.1.2	Member Language Data Collection Sheets(Optional)	Fri 3/2/12	Fri 3/30/12	20 days
495	1.1.2.6.2.3.1.1.3	Reason For Termination Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
496	1.1.2.6.2.3.1.1.4	Authorized Level of Care Data Collection Sheets(Single Choice = NA)	Fri 3/2/12	Fri 3/30/12	20 days
497	1.1.2.6.2.3.1.1.5	Letter Type Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
498	1.1.2.6.2.3.1.1.6	Current Authorization Status Reason Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
499	1.1.2.6.2.3.1.1.7	Primary Level Of Care Data Collection Sheets (Care Manager Assignment) (e.g. Screening, Level II, Level III, Outpatient, Case Management, etc.) or (e.g. MH Level 1, MH Level 2, SA Level 1, SA Level 2, etc.)	Fri 3/2/12	Fri 3/30/12	20 days
500	1.1.2.6.2.3.1.2	Provider File Elements	Fri 3/2/12	Fri 3/30/12	20 days
501	1.1.2.6.2.3.1.2.1	Specialties Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
502	1.1.2.6.2.3.1.2.2	Type Of Contact Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
503	1.1.2.6.2.3.1.2.3	Special Accommodations Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
504	1.1.2.6.2.3.1.2.4	Performing Provider's Age Group Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
505	1.1.2.6.2.3.1.2.5	Reason for Termination Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
506	1.1.2.6.2.3.1.2.6	Performing Provider's License Type Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
507	1.1.2.6.2.3.1.2.7	Treatment Age Group Specialties Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
508	1.1.2.6.2.3.1.2.8	Hospital Privileges Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
509	1.1.2.6.2.3.1.2.9	Other Languages Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
510	1.1.2.6.2.3.1.3	Funding Source File Elements	Fri 3/2/12	Fri 3/30/12	20 days
511	1.1.2.6.2.3.1.3.1	Funding Source Type Data Collection Sheets	Fri 3/2/12	Fri 3/30/12	20 days
512	1.1.2.6.2.3.1.4	Batch Claim Processing File Elements	Fri 3/2/12	Fri 3/30/12	20 days
513	1.1.2.6.2.3.1.4.1	Claim Status Reason Data Collection Sheets (e.g. Approved but units decreased due to daily/weekly/monthly limits)	Fri 3/2/12	Fri 3/30/12	20 days

ID	WBS	Task Name	Start	Finish	Duration
514	1.1.2.6.2.3.1.5	RADplus User File Elements	Fri 3/2/12	Fri 3/30/12	20 days
515	1.1.2.6.2.3.1.5.1	Position Class Data Collection Sheets (e.g. Care Manager, Claims Adjudication, IT, Admin, etc.)	Fri 3/2/12	Fri 3/30/12	29 days
516	1.1.2.6.2.3.2	Tables:	Fri 3/30/12	Fri 5/11/12	30 days
517	1.1.2.6.2.3.2.1	CPT Code Definition Data Collection Sheets	Fri 3/30/12	Fri 5/11/12	30 days
518	1.1.2.6.2.3.2.2	Authorization Group Data Collection Sheets	Fri 3/30/12	Fri 5/11/12	30 days
519	1.1.2.6.2.3.2.3	Approve/Pend/Deny Rules Data Collection Sheets (per Funding Source)	Fri 3/30/12	Fri 5/11/12	30 days
520	1.1.2.6.2.3.2.4	Contracting Providers Data Collection Sheets	Fri 3/30/12	Fri 5/11/12	30 days
521	1.1.2.6.2.3.2.5	Performing Providers Data Collection Sheets (for each Contracting Provider)	Fri 3/30/12	Fri 5/11/12	30 days
522	1.1.2.6.2.3.2.6	Funding Source Registration Data Collection Sheets	Fri 3/30/12	Fri 5/11/12	30 days
523	1.1.2.6.2.3.2.7	Plan Definition Data Collection Sheets	Fri 3/30/12	Fri 5/11/12	30 days
524	1.1.2.6.2.3.2.8	Establish MSO to Parent System Integration Mapping	Fri 3/30/12	Fri 5/11/12	30 days
525	1.1.2.6.2.4	Connect Suite Items:	Thu 3/22/12	Fri 5/4/12	31 days
526	1.1.2.6.2.4.1	ProviderConnect Items	Thu 3/22/12	Thu 4/5/12	10 days
527	1.1.2.6.2.4.2	ConsumerConnect Items	Thu 3/22/12	Thu 4/5/12	10 days
528	1.1.2.6.2.4.3	MobileConnect Items	Fri 4/20/12	Fri 5/4/12	10 days
529	1.1.2.6.2.5	System Code and User Role Items	Fri 4/27/12	Fri 6/8/12	30 days
530	1.1.2.6.2.5.1	Define System Code Configuration	Fri 4/27/12	Fri 5/18/12	15 days
531	1.1.2.6.2.5.2	Define User Role Access	Fri 5/18/12	Fri 6/8/12	15 days
532	1.1.2.6.2.6	Document Imaging Items	Fri 2/24/12	Fri 3/16/12	15 days
533	1.1.2.6.2.6.1	Define Documentation File Schema	Fri 2/24/12	Fri 3/16/12	15 days
534	1.1.2.6.2.7	Staff Training and Professional Development Items	Fri 5/11/12	Fri 6/22/12	30 days
535	1.1.2.6.2.7.1	Professional Development Requirements	Fri 5/11/12	Fri 6/22/12	30 days
536	1.1.2.6.2.7.2	Staff Training Courses	Fri 5/11/12	Fri 6/22/12	30 days
537	1.1.2.6.2.7.3	Course Examinations	Fri 5/11/12	Fri 6/22/12	30 days
538	1.1.2.6.3	Solution Configuration Build	Fri 4/27/12	Tue 10/23/12	127 days
539	1.1.2.6.3.1	Avatar EHR Configuration Build	Fri 4/27/12	Tue 10/9/12	117 days
540	1.1.2.6.3.1.1	Avatar Cal PM Dictionary and Table Population Assistance	Tue 8/28/12	Tue 10/9/12	30 days
541	1.1.2.6.3.1.1.1	Enter/Key Payment/Adjustment Posting Codes	Tue 8/28/12	Tue 10/9/12	30 days
542	1.1.2.6.3.1.1.2	Upload Service Code File	Tue 8/28/12	Tue 10/9/12	30 days
543	1.1.2.6.3.1.1.3	Enter/Key Guarantor Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
544	1.1.2.6.3.1.1.4	Enter/Key Benefit Plan Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
545	1.1.2.6.3.1.1.5	Enter/Key Service Code Cross Reference Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
546	1.1.2.6.3.1.1.6	Enter/Key Service Fee Data Collection Sheet	Tue 8/28/12	Tue 10/9/12	30 days
547	1.1.2.6.3.1.1.7	Enter/Key Program Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
548	1.1.2.6.3.1.1.8	Enter/Key GL Chart of Accounts Mapping	Tue 8/28/12	Tue 10/9/12	30 days
549	1.1.2.6.3.1.1.9	Enter/Key Facility Defaults Data Collection Sheet	Tue 8/28/12	Tue 10/9/12	30 days
550	1.1.2.6.3.1.1.10	Enter/Key Referral Source Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
551	1.1.2.6.3.1.1.11	Enter/Key Enter/Key Practitioner Enrollment Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
552	1.1.2.6.3.1.1.12	Enter/Key Guarantor/Program Billing Defaults Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
553	1.1.2.6.3.1.1.13	Enter/Key Practitioner Numbers by Guarantor Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
554	1.1.2.6.3.1.1.14	Enter/Key Appt Scheduling Site Registration Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
555	1.1.2.6.3.1.1.15	Enter/Key Appt Scheduling Group Registration Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
556	1.1.2.6.3.1.1.16	Enter/Key Appt Scheduling Staff Schedules Data Collection Sheets	Tue 8/28/12	Tue 10/9/12	30 days
557	1.1.2.6.3.1.1.17	Enter/Key All Dictionaries in BUILD Root System Code	Tue 8/28/12	Tue 10/9/12	30 days
558	1.1.2.6.3.1.2	Avatar CWS Dictionary and Table Population	Fri 4/27/12	Tue 6/5/12	27 days
559	1.1.2.6.3.1.2.1	Treatment Plan Table Population	Fri 4/27/12	Fri 5/18/12	15 days
560	1.1.2.6.3.1.2.1.1	Enter/Key Problems	Fri 4/27/12	Fri 5/18/12	15 days
561	1.1.2.6.3.1.2.1.2	Enter/Key Problem Definitions	Fri 4/27/12	Fri 5/18/12	15 days
562	1.1.2.6.3.1.2.1.3	Enter/Key Goals	Fri 4/27/12	Fri 5/18/12	15 days
563	1.1.2.6.3.1.2.1.4	Enter/Key Objectives	Fri 4/27/12	Fri 5/18/12	15 days
564	1.1.2.6.3.1.2.1.5	Enter/Key Interventions	Fri 4/27/12	Fri 5/18/12	15 days
565	1.1.2.6.3.1.2.1.6	Enter/Key Staff Role in Treatment Planner	Fri 4/27/12	Fri 5/18/12	15 days
566	1.1.2.6.3.1.2.1.7	Enter/Key Current Goals Status	Fri 4/27/12	Fri 5/18/12	15 days
567	1.1.2.6.3.1.2.1.8	Enter/Key Objective Type	Fri 4/27/12	Fri 5/18/12	15 days
568	1.1.2.6.3.1.2.2	Progress Note File Build	Fri 5/18/12	Tue 5/22/12	2 days
569	1.1.2.6.3.1.2.2.1	Enter/Key Note Type Dictionary	Fri 5/18/12	Tue 5/22/12	2 days
570	1.1.2.6.3.1.2.3	Workflow Bundle File Build	Tue 5/22/12	Tue 6/5/12	10 days
571	1.1.2.6.3.1.3	Avatar DE Setup	Fri 4/27/12	Fri 5/25/12	20 days
572	1.1.2.6.3.1.3.1	Enter Order Setup	Fri 4/27/12	Fri 5/25/12	20 days
573	1.1.2.6.3.1.3.2	Enter Facility's Agencies (Clinics)	Fri 4/27/12	Fri 5/25/12	20 days
574	1.1.2.6.3.1.4	Document Imaging Setup	Fri 4/27/12	Fri 5/18/12	15 days
575	1.1.2.6.3.2	Avatar MSD Dictionary and Table Population Assistance	Fri 5/11/12	Fri 6/29/12	35 days
576	1.1.2.6.3.2.1	Enter/Key CPT Code Definition Data Collection Sheets	Fri 5/11/12	Fri 6/29/12	35 days
577	1.1.2.6.3.2.2	Enter/Key Authorization Group Data Collection Sheets	Fri 5/11/12	Fri 6/29/12	35 days

ID	WBS	Task Name	Start	Finish	Duration
578	1.1.2.6.3.2.3	Enter/Key Approver/Pend/Deny Rules Data Collection Sheets (per Funding Source)	Fri 5/11/12	Fri 6/29/12	35 days
579	1.1.2.6.3.2.4	Enter/Key Contracting Providers Data Collection Sheets	Fri 5/11/12	Fri 6/29/12	35 days
580	1.1.2.6.3.2.5	Enter/Key Performing Providers Data Collection Sheets (for each Contracting Provider)	Fri 5/11/12	Fri 6/29/12	35 days
581	1.1.2.6.3.2.6	Enter/Key Funding Source Registration Data Collection Sheets	Fri 5/11/12	Fri 6/29/12	35 days
582	1.1.2.6.3.2.7	Enter/Key Plan Definition Data Collection Sheets	Fri 5/11/12	Fri 6/29/12	35 days
583	1.1.2.6.3.2.8	Enter/Key MSD to Parent System Integration Mapping	Fri 5/11/12	Fri 6/29/12	35 days
584	1.1.2.6.3.3	Connect Suite Configuration Build	Fri 6/29/12	Tue 10/23/12	82 days
585	1.1.2.6.3.3.1	ProviderConnect Table Population	Fri 6/29/12	Fri 7/13/12	10 days
586	1.1.2.6.3.3.2	ConsumerConnect Table Population	Fri 7/13/12	Fri 7/20/12	5 days
587	1.1.2.6.3.3.3	MobileConnect Items	Tue 10/9/12	Tue 10/23/12	10 days
588	1.1.2.6.3.4	System Code and User Role Items	Tue 10/9/12	Tue 10/16/12	6 days
589	1.1.2.6.3.4.1	Enter System Code Configuration	Tue 10/9/12	Thu 10/11/12	2 days
590	1.1.2.6.3.4.2	Enter User Role Access	Thu 10/11/12	Tue 10/16/12	3 days
591	1.1.2.6.4	Technical Application Configuration	Fri 8/3/12	Fri 9/7/12	25 days
592	1.1.2.6.4.1	Hardware, OS, Avatar Base Software Setup Review	Fri 8/3/12	Fri 8/31/12	20 days
593	1.1.2.6.4.2	MobileConnect	Fri 8/3/12	Fri 8/31/12	20 days
594	1.1.2.6.4.2.1	Install MobileConnect on Initial Laptops	Fri 8/3/12	Fri 8/31/12	20 days
595	1.1.2.6.4.2.2	Specify Server and Namespace to Which MobileConnect will connect	Fri 8/3/12	Fri 8/31/12	20 days
596	1.1.2.6.4.3	Avatar OE	Fri 8/3/12	Fri 8/17/12	10 days
597	1.1.2.6.4.3.1	OE Configurations	Fri 8/3/12	Fri 8/17/12	10 days
598	1.1.2.6.4.3.1.1	Avatar OE - Remote Pharmacy	Fri 8/3/12	Fri 8/17/12	10 days
599	1.1.2.6.4.3.1.2	Avatar OE - Remote Lab	Fri 8/3/12	Fri 8/17/12	10 days
600	1.1.2.6.4.4	HL7 Messaging Routing/Port Configuration	Fri 8/17/12	Fri 8/24/12	5 days
601	1.1.2.6.4.5	ConsumerConnect	Fri 8/3/12	Fri 8/17/12	10 days
602	1.1.2.6.4.6	ProviderConnect	Fri 8/17/12	Fri 9/7/12	15 days
603	1.1.2.6.4.7	Document Imaging	Fri 8/3/12	Fri 8/17/12	10 days
604	1.1.2.6.5	Custom Report Configuration	Wed 12/28/11	Wed 5/29/13	370 days
605	1.1.2.6.5.1	Planning and Scope Definition- Reports	Wed 12/28/11	Wed 6/13/12	120 days
606	1.1.2.6.5.1.1	Establish Report Management Workgroup	Wed 12/28/11	Fri 12/30/11	2 days
607	1.1.2.6.5.1.2	Confirm Reports to be Configured	Fri 3/16/12	Fri 3/23/12	5 days
608	1.1.2.6.5.1.3	Sequence Reports Based Upon Priority	Fri 3/23/12	Wed 4/4/12	8 days
609	1.1.2.6.5.1.4	Write Report Specifications	Wed 4/4/12	Wed 6/13/12	50 days
610	1.1.2.6.5.2	Reports Required for Go-Live	Wed 4/16/12	Wed 8/15/12	85 days
611	1.1.2.6.5.2.1	Configure Reports	Wed 4/16/12	Wed 8/8/12	80 days
612	1.1.2.6.5.2.1.1	Configure Reports	Wed 4/16/12	Wed 8/8/12	80 days
613	1.1.2.6.5.2.2	Install Report	Wed 4/25/12	Wed 8/15/12	80 days
614	1.1.2.6.5.2.2.1	Load Approved Reports into Production (LIVE) Namespace	Wed 4/25/12	Wed 8/15/12	80 days
615	1.1.2.6.5.3	Additional Reports	Wed 8/15/12	Wed 5/29/13	205 days
616	1.1.2.6.5.3.1	Configure Reports	Wed 8/15/12	Wed 5/22/13	200 days
617	1.1.2.6.5.3.1.1	Configure Reports	Wed 8/15/12	Wed 5/22/13	200 days
618	1.1.2.6.5.3.2	Install Report	Wed 8/22/12	Wed 5/29/13	200 days
619	1.1.2.6.5.3.2.1	Load Approved Reports into Production (LIVE) Namespace	Wed 8/22/12	Wed 5/29/13	200 days
620	1.1.2.6.6	RADplus Modeled Forms Configuration	Wed 12/28/11	Mon 4/1/13	328 days
621	1.1.2.6.6.1	Planning and Scope Definition- RADPlus Modeled Forms	Wed 12/28/11	Mon 6/25/12	128 days
622	1.1.2.6.6.1.1	Establish RADplus Modeling Management Workgroup	Wed 12/28/11	Fri 12/30/11	2 days
623	1.1.2.6.6.1.2	Confirm RADPlus Modeled Forms to be Configured	Fri 3/16/12	Fri 3/23/12	5 days
624	1.1.2.6.6.1.3	Sequence RADPlus Modeled Forms Based Upon Priority	Wed 3/21/12	Mon 3/26/12	3 days
625	1.1.2.6.6.1.4	Write RADPlus Modeled Forms Specifications	Mon 3/26/12	Mon 6/25/12	85 days
626	1.1.2.6.6.2	RADplus Modeled Forms Required for Go-Live	Mon 4/9/12	Mon 9/3/12	105 days
627	1.1.2.6.6.2.1	Configure RADPlus Modeled Forms	Mon 4/9/12	Mon 8/27/12	100 days
628	1.1.2.6.6.2.1.1	Configure RADPlus Modeled Forms	Mon 4/9/12	Mon 8/27/12	100 days
629	1.1.2.6.6.2.2	Install RADPlus Modeled Forms	Mon 4/16/12	Mon 9/3/12	100 days
630	1.1.2.6.6.2.2.1	Load Approved RADPlus Modeled Forms into Training & Production Namespace	Mon 4/16/12	Mon 9/3/12	100 days
631	1.1.2.6.6.3	Additional RADplus Modeled Forms	Mon 9/3/12	Mon 4/1/13	150 days
632	1.1.2.6.6.3.1	Configure RADPlus Modeled Forms	Mon 9/3/12	Mon 4/1/13	150 days
633	1.1.2.6.6.3.1.1	Configure RADPlus Modeled Forms	Mon 9/3/12	Mon 4/1/13	150 days
634	1.1.2.6.6.3.2	Install RADPlus Modeled Forms	Mon 9/3/12	Mon 4/1/13	150 days
635	1.1.2.6.6.3.2.1	Load Approved RADPlus Modeled Forms into Production (LIVE) Namespace	Mon 9/3/12	Mon 4/1/13	150 days
636	1.1.2.6.7	County Configuration Review	Mon 9/3/12	Mon 9/10/12	5 days
637	1.1.2.6.7.1	County Reviews Completed Configurations	Mon 9/3/12	Mon 9/10/12	5 days
638	1.1.2.6.7.2	Provide Written Confirmation to County that System is Configured	Mon 9/3/12	Mon 9/3/12	0 days
639	1.1.2.6.7.3	Provider Operational Documentation	Mon 9/3/12	Mon 9/3/12	0 days
640	1.1.2.7	Deliverable 5.0 - Configure System	Mon 9/10/12	Mon 9/10/12	0 days
641	1.1.2.8	Task 6.0 - Integration	Fri 9/14/12	Fri 9/14/12	130 days

ID	WBS	Task Name	Start	Finish	Duration
642	1.1.2.8.1	Task 6.1 - Pre-Defined Interfaces	Fri 8/31/12	Fri 8/31/12	120 days
643	1.1.2.8.1.1	Task 6.1.1 - Develop Checkwrite File Interface	Fri 8/31/12	Thu 9/24/12	48 days
644	1.1.2.8.1.1.1	Write Functional Specification	Fri 9/16/12	Fri 9/23/12	5 days
645	1.1.2.8.1.1.2	Write Technical Specification	Fri 9/23/12	Fri 9/30/12	5 days
646	1.1.2.8.1.1.3	Develop Custom Programming Code	Fri 9/30/12	Fri 10/1/12	30 days
647	1.1.2.8.1.1.4	Perform Internal QA Testing of Custom Programming	Fri 10/1/12	Wed 9/29/12	8 days
648	1.1.2.8.1.1.5	Package and Release Customization Pack	Wed 9/29/12	Thu 9/24/12	1 day
649	1.1.2.8.1.2	Task 6.1.2 - Develop Standard Interfaces	Fri 9/16/12	Wed 7/25/12	83 days
650	1.1.2.8.1.2.1	D.2.11 Interfaces # 260 - Interfaces with facsimile applications	Fri 9/16/12	Wed 9/9/12	38 days
651	1.1.2.8.1.2.1.1	Write Functional Specification	Fri 9/16/12	Fri 9/23/12	5 days
652	1.1.2.8.1.2.1.2	Write Technical Specification	Fri 9/23/12	Fri 9/30/12	5 days
653	1.1.2.8.1.2.1.3	Develop Custom Programming Code	Fri 9/30/12	Fri 10/27/12	20 days
654	1.1.2.8.1.2.1.4	Perform Internal QA Testing of Custom Programming	Fri 10/27/12	Tue 9/6/12	7 days
655	1.1.2.8.1.2.1.5	Package and Release Customization Pack	Tue 9/6/12	Wed 9/9/12	1 day
656	1.1.2.8.1.2.2	D.2.11 Interfaces # 271 - Creates user-defined interface files for eCaps financial system	Wed 9/9/12	Wed 7/25/12	55 days
657	1.1.2.8.1.2.2.1	Write Functional Specification	Wed 9/9/12	Mon 5/21/12	8 days
658	1.1.2.8.1.2.2.2	Write Technical Specification	Mon 5/21/12	Thu 5/31/12	8 days
659	1.1.2.8.1.2.2.3	Develop Custom Programming Code	Thu 5/31/12	Thu 7/12/12	30 days
660	1.1.2.8.1.2.2.4	Perform Internal QA Testing of Custom Programming	Thu 7/12/12	Tue 7/24/12	8 days
661	1.1.2.8.1.2.2.5	Package and Release Customization Pack	Tue 7/24/12	Wed 7/25/12	1 day
662	1.1.2.8.1.2.3	D.2.11 Interfaces - contingency	Fri 9/16/12	Fri 9/16/12	0 days
663	1.1.2.8.1.2.3.1	Write Functional Specification	Fri 9/16/12	Fri 9/16/12	0 days
664	1.1.2.8.1.2.3.2	Write Technical Specification	Fri 9/16/12	Fri 9/16/12	0 days
665	1.1.2.8.1.2.3.3	Develop Custom Programming Code	Fri 9/16/12	Fri 9/16/12	0 days
666	1.1.2.8.1.2.3.4	Perform Internal QA Testing of Custom Programming	Fri 9/16/12	Fri 9/16/12	0 days
667	1.1.2.8.1.2.3.5	Package and Release Customization Pack	Fri 9/16/12	Fri 9/16/12	0 days
668	1.1.2.8.1.3	Task 6.1.3 - Develop Credentialing Interfaces	Thu 9/24/12	Fri 8/8/12	71 days
669	1.1.2.8.1.3.1	Write Functional Specification	Thu 9/24/12	Thu 6/7/12	10 days
670	1.1.2.8.1.3.2	Write Technical Specification	Thu 6/7/12	Thu 6/21/12	10 days
671	1.1.2.8.1.3.3	Develop Custom Programming Code	Thu 6/21/12	Thu 8/16/12	40 days
672	1.1.2.8.1.3.4	Perform Internal QA Testing of Custom Programming	Thu 8/16/12	Thu 8/30/12	10 days
673	1.1.2.8.1.3.5	Package and Release Customization Pack	Thu 8/30/12	Fri 8/31/12	1 day
674	1.1.2.8.2	Integration Review	Fri 8/31/12	Fri 9/14/12	10 days
675	1.1.2.8.2.1	County Reviews Completed Pre-Defined Interfaces	Fri 8/31/12	Fri 9/14/12	10 days
676	1.1.2.8.2.2	Provide Written Confirmation to County	Fri 8/31/12	Mon 9/3/12	1 day
677	1.1.2.8.3	Deliverable 6.1 - Integration - Key Deliverable	Fri 8/31/12	Fri 8/31/12	0 days
678	1.1.2.9	Task 7.0 - Develop Custom Programming Modifications	Fri 9/16/12	Mon 9/17/12	131 days
679	1.1.2.9.1	Custom Programming Items	Fri 9/16/12	Mon 9/3/12	121 days
680	1.1.2.9.1.1	Custom Programming Items Removed	Fri 9/16/12	Fri 9/16/12	0 days
681	1.1.2.9.1.1.1	D.1.1 Referral In #25 - Provide decision tree logic based on the type of call or incident	Fri 9/16/12	Fri 9/16/12	0 days
682	1.1.2.9.1.1.1.1	Write Functional Specification	Fri 9/16/12	Fri 9/16/12	0 days
683	1.1.2.9.1.1.1.2	Write Technical Specification	Fri 9/16/12	Fri 9/16/12	0 days
684	1.1.2.9.1.1.1.3	Develop Custom Programming Code	Fri 9/16/12	Fri 9/16/12	0 days
685	1.1.2.9.1.1.1.4	Perform Internal QA Testing of Custom Programming	Fri 9/16/12	Fri 9/16/12	0 days
686	1.1.2.9.1.1.1.5	Package and Release Customization Pack	Fri 9/16/12	Fri 9/16/12	0 days
687	1.1.2.9.1.1.2	D.1.1 Referral In #27 - Automatic assignment of calls to staff (Workflow Integration)	Fri 9/16/12	Fri 9/16/12	0 days
688	1.1.2.9.1.1.2.1	Write Functional Specification	Fri 9/16/12	Fri 9/16/12	0 days
689	1.1.2.9.1.1.2.2	Write Technical Specification	Fri 9/16/12	Fri 9/16/12	0 days
690	1.1.2.9.1.1.2.3	Develop Custom Programming Code	Fri 9/16/12	Fri 9/16/12	0 days
691	1.1.2.9.1.1.2.4	Perform Internal QA Testing of Custom Programming	Fri 9/16/12	Fri 9/16/12	0 days
692	1.1.2.9.1.1.2.5	Package and Release Customization Pack	Fri 9/16/12	Fri 9/16/12	0 days
693	1.1.2.9.1.1.3	D.1.1 Referral In #28 - Automatically escalates calls according to user-defined time and priority criteria	Fri 9/16/12	Fri 9/16/12	0 days
694	1.1.2.9.1.1.3.1	Write Functional Specification	Fri 9/16/12	Fri 9/16/12	0 days
695	1.1.2.9.1.1.3.2	Write Technical Specification	Fri 9/16/12	Fri 9/16/12	0 days
696	1.1.2.9.1.1.3.3	Develop Custom Programming Code	Fri 9/16/12	Fri 9/16/12	0 days
697	1.1.2.9.1.1.3.4	Perform Internal QA Testing of Custom Programming	Fri 9/16/12	Fri 9/16/12	0 days
698	1.1.2.9.1.1.3.5	Package and Release Customization Pack	Fri 9/16/12	Fri 9/16/12	0 days
699	1.1.2.9.1.1.4	D.1.5 Service Delivery #466 - Pharmacy orders remain "open" until filled notification received	Fri 9/16/12	Fri 9/16/12	0 days
700	1.1.2.9.1.1.4.1	Write Functional Specification	Fri 9/16/12	Fri 9/16/12	0 days
701	1.1.2.9.1.1.4.2	Write Technical Specification	Fri 9/16/12	Fri 9/16/12	0 days
702	1.1.2.9.1.1.4.3	Develop Custom Programming Code	Fri 9/16/12	Fri 9/16/12	0 days
703	1.1.2.9.1.1.4.4	Perform Internal QA Testing of Custom Programming	Fri 9/16/12	Fri 9/16/12	0 days
704	1.1.2.9.1.1.4.5	Package and Release Customization Pack	Fri 9/16/12	Fri 9/16/12	0 days

ID	WBS	Task Name	Start	Finish	Duration
705	1.12.9.1.1.5	D.1.5 Service Delivery #467 - Adds the pharmacy prescription number to medical history	Fri 3/16/12	Fri 3/16/12	0 days
706	1.12.9.1.1.5.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
707	1.12.9.1.1.5.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
708	1.12.9.1.1.5.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
709	1.12.9.1.1.5.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
710	1.12.9.1.1.5.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
711	1.12.9.1.1.6	D.1.5 Service Delivery #468 - Ability to document dispersed sample medications	Fri 3/16/12	Fri 3/16/12	0 days
712	1.12.9.1.1.6.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
713	1.12.9.1.1.6.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
714	1.12.9.1.1.6.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
715	1.12.9.1.1.6.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
716	1.12.9.1.1.6.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
717	1.12.9.1.1.7	D.1.5 Service Delivery #470 - Medication history updated upon filed notification	Fri 3/16/12	Fri 3/16/12	0 days
718	1.12.9.1.1.7.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
719	1.12.9.1.1.7.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
720	1.12.9.1.1.7.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
721	1.12.9.1.1.7.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
722	1.12.9.1.1.7.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
723	1.12.9.1.1.8	D.1.7. Closure #666 - Ability to extract archived files upon demand by: Client	Fri 3/16/12	Fri 3/16/12	0 days
724	1.12.9.1.1.8.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
725	1.12.9.1.1.8.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
726	1.12.9.1.1.8.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
727	1.12.9.1.1.8.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
728	1.12.9.1.1.8.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
729	1.12.9.1.1.9	D.1.7. Closure #667 - Ability to extract archived files upon demand by: Provider	Fri 3/16/12	Fri 3/16/12	0 days
730	1.12.9.1.1.9.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
731	1.12.9.1.1.9.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
732	1.12.9.1.1.9.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
733	1.12.9.1.1.9.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
734	1.12.9.1.1.9.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
735	1.12.9.1.1.10	D.2.1 System Architecture #10 - Provides for sending and receiving an e-fax directly from the System	Fri 3/16/12	Fri 3/16/12	0 days
736	1.12.9.1.1.10.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
737	1.12.9.1.1.10.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
738	1.12.9.1.1.10.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
739	1.12.9.1.1.10.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
740	1.12.9.1.1.10.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
741	1.12.9.1.1.11	D.2.4 Security #94 - User device or peripheral device involved in transactions.	Fri 3/16/12	Fri 3/16/12	0 days
742	1.12.9.1.1.11.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
743	1.12.9.1.1.11.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
744	1.12.9.1.1.11.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
745	1.12.9.1.1.11.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
746	1.12.9.1.1.11.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
747	1.12.9.1.1.12	D.2.4 Security #128 - Provides secure information delivery over the Internet via encryption by using triple-DES (Data Encryption Standard) or the Advanced Encryption Standard (AES)	Fri 3/16/12	Fri 3/16/12	0 days
748	1.12.9.1.1.12.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
749	1.12.9.1.1.12.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
750	1.12.9.1.1.12.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
751	1.12.9.1.1.12.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
752	1.12.9.1.1.12.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
753	1.12.9.1.1.13	D.2.4 Security #134 - Ability to use digital signatures in records and documents within the System	Fri 3/16/12	Fri 3/16/12	0 days
754	1.12.9.1.1.13.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
755	1.12.9.1.1.13.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
756	1.12.9.1.1.13.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
757	1.12.9.1.1.13.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
758	1.12.9.1.1.13.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
759	1.12.9.1.1.14	D.2.4 Security #135 - Ability to use digital signatures in records and documents sent to external business partners	Fri 3/16/12	Fri 3/16/12	0 days
760	1.12.9.1.1.14.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
761	1.12.9.1.1.14.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
762	1.12.9.1.1.14.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
763	1.12.9.1.1.14.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
764	1.12.9.1.1.14.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days

ID	WBS	Task Name	Start	Finish	Duration
765	1.1.2.9.1.1.15	D.2.5 EDI #144 - ASC X12N 275 Patient Information / Claims Attachment	Fri 3/16/12	Fri 3/16/12	0 days
766	1.1.2.9.1.1.15.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
767	1.1.2.9.1.1.15.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
768	1.1.2.9.1.1.15.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
769	1.1.2.9.1.1.15.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
770	1.1.2.9.1.1.15.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
771	1.1.2.9.1.1.16	D.2.5 EDI #146 - ASC X12N 820 Capitation	Fri 3/16/12	Fri 3/16/12	0 days
772	1.1.2.9.1.1.16.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
773	1.1.2.9.1.1.16.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
774	1.1.2.9.1.1.16.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
775	1.1.2.9.1.1.16.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
776	1.1.2.9.1.1.16.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
777	1.1.2.9.1.1.17	D.2.5 EDI #151 - TA1 Interchange Acknowledgement	Fri 3/16/12	Fri 3/16/12	0 days
778	1.1.2.9.1.1.17.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
779	1.1.2.9.1.1.17.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
780	1.1.2.9.1.1.17.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
781	1.1.2.9.1.1.17.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
782	1.1.2.9.1.1.17.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
783	1.1.2.9.1.1.18	D.2.9 Other Environments #241 - Ability to use subset copies of the production database for testing, development or training	Fri 3/16/12	Fri 3/16/12	0 days
784	1.1.2.9.1.1.18.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
785	1.1.2.9.1.1.18.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
786	1.1.2.9.1.1.18.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
787	1.1.2.9.1.1.18.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
788	1.1.2.9.1.1.18.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
789	1.1.2.9.1.1.19	D.2.10 System Standards # 251 - Utilizes Security Assertion Markup Language (SAML)	Fri 3/16/12	Fri 3/16/12	0 days
790	1.1.2.9.1.1.19.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
791	1.1.2.9.1.1.19.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
792	1.1.2.9.1.1.19.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
793	1.1.2.9.1.1.19.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
794	1.1.2.9.1.1.19.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
795	1.1.2.9.1.1.20	D.2.10 System Standards # 252 - Utilizes Object Linking and Embedding (O.L.E.)	Fri 3/16/12	Fri 3/16/12	0 days
796	1.1.2.9.1.1.20.1	Write Functional Specification	Fri 3/16/12	Fri 3/16/12	0 days
797	1.1.2.9.1.1.20.2	Write Technical Specification	Fri 3/16/12	Fri 3/16/12	0 days
798	1.1.2.9.1.1.20.3	Develop Custom Programming Code	Fri 3/16/12	Fri 3/16/12	0 days
799	1.1.2.9.1.1.20.4	Perform Internal QA Testing of Custom Programming	Fri 3/16/12	Fri 3/16/12	0 days
800	1.1.2.9.1.1.20.5	Package and Release Customization Pack	Fri 3/16/12	Fri 3/16/12	0 days
801	1.1.2.9.1.2	D Custom - undefined contingency	Fri 3/16/12	Mon 9/3/12	121 days
802	1.1.2.9.1.2.1	Write Functional Specification	Fri 3/16/12	Fri 4/27/12	30 days
803	1.1.2.9.1.2.2	Write Technical Specification	Fri 4/27/12	Fri 5/25/12	20 days
804	1.1.2.9.1.2.3	Develop Custom Programming Code	Fri 5/25/12	Fri 8/17/12	60 days
805	1.1.2.9.1.2.4	Perform Internal QA Testing of Custom Programming	Fri 8/17/12	Fri 8/31/12	10 days
806	1.1.2.9.1.2.5	Package and Release Customization Pack	Fri 8/31/12	Mon 9/3/12	1 day
807	1.1.2.9.2	County Customer Programming Review	Mon 9/3/12	Mon 9/17/12	10 days
808	1.1.2.9.2.1	County Reviews Completed Custom Programming	Mon 9/3/12	Mon 9/17/12	10 days
809	1.1.2.9.2.2	Provide Written Confirmation	Mon 9/3/12	Mon 9/3/12	0 days
810	1.1.2.10	Deliverable 7.0 - Custom Programming Modifications	Mon 9/17/12	Mon 9/17/12	0 days
811	1.1.2.11	Task 8.0 - System Tests	Wed 3/21/12	Wed 1/16/13	215 days
812	1.1.2.11.1	Task 8.1 - Develop System Test Plan	Wed 3/21/12	Fri 6/3/12	97 days
813	1.1.2.11.1.1	Module Test Plans	Wed 3/21/12	Fri 7/27/12	92 days
814	1.1.2.11.1.1.1	Avatar EHR Modules Test Plans	Wed 3/21/12	Mon 7/23/12	88 days
815	1.1.2.11.1.1.1.1	Avatar CalPM Module Test Plans	Fri 4/20/12	Fri 6/1/12	30 days
816	1.1.2.11.1.1.1.2	Avatar CWS Module Test Plans	Fri 4/27/12	Fri 6/8/12	30 days
817	1.1.2.11.1.1.1.3	Avatar OE Module Test Plans	Wed 3/21/12	Wed 5/2/12	30 days
818	1.1.2.11.1.1.1.4	RADplus Modeled Forms Testing	Mon 6/25/12	Mon 7/23/12	20 days
819	1.1.2.11.1.1.1.5	Reporting Tool Test Plans	Wed 6/13/12	Wed 7/11/12	20 days
820	1.1.2.11.1.1.2	Avatar MSO Module Test Plans	Wed 6/13/12	Mon 7/23/12	28 days
821	1.1.2.11.1.1.2.1	RADplus Modeled Forms Testing	Mon 6/25/12	Mon 7/23/12	20 days
822	1.1.2.11.1.1.2.2	Reporting Tool Test Plans	Wed 6/13/12	Wed 7/11/12	20 days
823	1.1.2.11.1.1.3	Connect Suite Modules Test Plans	Thu 4/5/12	Mon 7/23/12	77 days
824	1.1.2.11.1.1.3.1	ConsumerConnect Module Test Plans	Thu 4/5/12	Thu 5/17/12	30 days
825	1.1.2.11.1.1.3.2	ProviderConnect Module Test Plans	Thu 4/5/12	Thu 5/17/12	30 days
826	1.1.2.11.1.1.3.3	MobileConnect Module Test Plans	Fri 5/4/12	Fri 6/15/12	30 days
827	1.1.2.11.1.1.3.4	RADplus Modeled Forms Testing	Mon 6/25/12	Mon 7/23/12	20 days

ID	WBS	Task Name	Start	Finish	Duration
828	1.1.2.11.1.1.3.5	Reporting, Tool Test Plans	Wed 6/13/12	Wed 7/11/12	20 days
829	1.1.2.11.1.1.4	Avatar Base System	Mon 7/23/12	Fri 7/27/12	4 days
830	1.1.2.11.1.1.4.1	System Code and User Role Test Plans	Mon 7/23/12	Fri 7/27/12	4 days
831	1.1.2.11.1.2	County Test Plan Review	Fri 7/27/12	Fri 8/3/12	5 days
832	1.1.2.11.1.2.1	County Reviews Completed Test Plan	Fri 7/27/12	Fri 8/3/12	5 days
833	1.1.2.11.2	Deliverable 8.1 - System Test Plan	Fri 8/3/12	Fri 8/3/12	0 days
834	1.1.2.11.3	Task 8.2 - Conduct Module Tests	Wed 10/17/12	Wed 1/16/13	65 days
835	1.1.2.11.3.1	Module Test Plan Execution	Wed 10/17/12	Wed 1/2/13	55 days
836	1.1.2.11.3.1.1	Execute Avatar EHR Module Test Plans	Wed 10/17/12	Wed 1/2/13	55 days
837	1.1.2.11.3.1.1.1	Execute Avatar CalPM Module Test Plans	Wed 10/17/12	Wed 12/19/12	45 days
838	1.1.2.11.3.1.1.1.1	Admissions/Discharge/Transfer	Wed 10/17/12	Wed 12/19/12	45 days
839	1.1.2.11.3.1.1.1.2	Financial Eligibility	Wed 10/17/12	Wed 12/19/12	45 days
840	1.1.2.11.3.1.1.1.3	MEDS	Wed 10/17/12	Wed 12/19/12	45 days
841	1.1.2.11.3.1.1.1.4	Family Registration & UMDAP	Wed 10/17/12	Wed 12/19/12	45 days
842	1.1.2.11.3.1.1.1.5	Scheduling	Wed 10/17/12	Wed 12/19/12	45 days
843	1.1.2.11.3.1.1.1.6	Service/Charge Entry	Wed 10/17/12	Wed 12/19/12	45 days
844	1.1.2.11.3.1.1.1.7	Client Ledger/Liability Distribution	Wed 10/17/12	Wed 12/19/12	45 days
845	1.1.2.11.3.1.1.1.8	CSI Testing	Wed 10/17/12	Wed 12/19/12	45 days
846	1.1.2.11.3.1.1.1.8.1	Compilation	Wed 10/17/12	Wed 12/19/12	45 days
847	1.1.2.11.3.1.1.1.8.2	Output Report	Wed 10/17/12	Wed 12/19/12	45 days
848	1.1.2.11.3.1.1.1.9	CalOHms	Wed 10/17/12	Wed 12/19/12	45 days
849	1.1.2.11.3.1.1.1.9.1	Compile	Wed 10/17/12	Wed 12/19/12	45 days
850	1.1.2.11.3.1.1.1.9.2	Output Report	Wed 10/17/12	Wed 12/19/12	45 days
851	1.1.2.11.3.1.1.1.10	MHSA DCR	Wed 10/17/12	Wed 12/19/12	45 days
852	1.1.2.11.3.1.1.1.10.1	Compile	Wed 10/17/12	Wed 12/19/12	45 days
853	1.1.2.11.3.1.1.1.10.2	Output Report	Wed 10/17/12	Wed 12/19/12	45 days
854	1.1.2.11.3.1.1.2	Execute Avatar CWS Module Test Plans	Wed 10/17/12	Wed 12/19/12	45 days
855	1.1.2.11.3.1.1.2.1	Assessment Forms Testing	Wed 10/17/12	Wed 12/19/12	45 days
856	1.1.2.11.3.1.1.2.2	Client Treatment Plan Testing	Wed 10/17/12	Wed 12/19/12	45 days
857	1.1.2.11.3.1.1.2.3	Progress Note Testing	Wed 10/17/12	Wed 12/19/12	45 days
858	1.1.2.11.3.1.1.2.4	Workflow Management Testing	Wed 10/17/12	Wed 12/19/12	45 days
859	1.1.2.11.3.1.1.3	Execute Avatar OE Module Test Plans	Wed 10/17/12	Wed 11/7/12	15 days
860	1.1.2.11.3.1.1.3.1	Enter Client Prescriptions	Wed 10/17/12	Wed 11/7/12	15 days
861	1.1.2.11.3.1.1.3.2	Test Contra Indication Warnings	Wed 10/17/12	Wed 11/7/12	15 days
862	1.1.2.11.3.1.1.3.3	Test Fax Submission of Prescription to Pharmacy	Wed 10/17/12	Wed 11/7/12	15 days
863	1.1.2.11.3.1.1.3.4	Enter Client Lab	Wed 10/17/12	Wed 11/7/12	15 days
864	1.1.2.11.3.1.1.3.5	Test Avatar OE Reports	Wed 10/17/12	Wed 11/7/12	15 days
865	1.1.2.11.3.1.1.4	Execute Avatar Executive Reporting Module Test Plans	Wed 12/26/12	Wed 1/2/13	5 days
866	1.1.2.11.3.1.1.4.1	Data Warehouse Access Testing	Wed 12/26/12	Wed 1/2/13	5 days
867	1.1.2.11.3.1.1.4.2	Data Compile Testing	Wed 12/26/12	Wed 1/2/13	5 days
868	1.1.2.11.3.1.1.5	Execute Document Imaging Module Test Plans	Wed 10/17/12	Wed 11/14/12	20 days
869	1.1.2.11.3.1.1.5.1	Point-of-Service Scanning Testing	Wed 10/17/12	Wed 11/14/12	20 days
870	1.1.2.11.3.1.1.5.2	Batch Scanning Testing	Wed 10/17/12	Wed 11/14/12	20 days
871	1.1.2.11.3.1.2	Execute Avatar MSO Module Test Plans	Wed 10/17/12	Wed 11/28/12	30 days
872	1.1.2.11.3.1.2.1	Membership Management Testing	Wed 10/17/12	Wed 11/28/12	30 days
873	1.1.2.11.3.1.2.2	Care/Utilization Management Testing	Wed 10/17/12	Wed 11/28/12	30 days
874	1.1.2.11.3.1.2.3	Claims Management Testing	Wed 10/17/12	Wed 11/28/12	30 days
875	1.1.2.11.3.1.3	Execute Connect Suite Module Test Plans	Wed 10/17/12	Wed 1/2/13	55 days
876	1.1.2.11.3.1.3.1	Execute ConsumerConnect Module Test Plans	Wed 10/17/12	Wed 10/31/12	10 days
877	1.1.2.11.3.1.3.1.1	Portal Connection Testing	Wed 10/17/12	Wed 10/31/12	10 days
878	1.1.2.11.3.1.3.1.2	Appointment Scheduling Testing	Wed 10/17/12	Wed 10/31/12	10 days
879	1.1.2.11.3.1.3.1.3	Medication Review Testing	Wed 10/17/12	Wed 10/31/12	10 days
880	1.1.2.11.3.1.3.1.4	Comment Testing	Wed 10/17/12	Wed 10/31/12	10 days
881	1.1.2.11.3.1.3.1.5	Billing Account Review Testing	Wed 10/17/12	Wed 10/31/12	10 days
882	1.1.2.11.3.1.3.2	Execute Provider Connect Module Test Plans	Wed 11/28/12	Wed 12/12/12	10 days
883	1.1.2.11.3.1.3.2.1	Consumer Registration Testing	Wed 11/28/12	Wed 12/12/12	10 days
884	1.1.2.11.3.1.3.2.2	Referral Request Testing	Wed 11/28/12	Wed 12/12/12	10 days
885	1.1.2.11.3.1.3.2.3	Consumer Information Request Testing	Wed 11/28/12	Wed 12/12/12	10 days
886	1.1.2.11.3.1.3.3	Execute MobileConnect Module Test Plans	Wed 12/19/12	Wed 1/2/13	10 days
887	1.1.2.11.3.1.3.3.1	Client and Appointment Download Testing	Wed 12/19/12	Wed 1/2/13	10 days
888	1.1.2.11.3.1.3.3.2	Charge Entry Testing	Wed 12/19/12	Wed 1/2/13	10 days
889	1.1.2.11.3.1.3.3.3	Progress Note Entry Testing	Wed 12/19/12	Wed 1/2/13	10 days
890	1.1.2.11.3.1.3.3.4	Data Synchronization Testing	Wed 12/19/12	Wed 1/2/13	10 days
891	1.1.2.11.3.1.4	Execute Avatar Base System Test Plan	Wed 12/19/12	Wed 12/26/12	5 days
892	1.1.2.11.3.1.4.1	Execute System Code and User Role Test Plans	Wed 12/19/12	Wed 12/26/12	5 days

ID	WBS	Task Name	Start	Finish	Duration
893	1.1.2.11.3.1.4.1.1	Test System Code Configuration	Wed 12/19/12	Wed 12/26/12	5 days
894	1.1.2.11.3.1.4.1.2	Test User Role Access	Wed 12/19/12	Wed 12/26/12	5 days
895	1.1.2.11.3.2	County's Successful Completion of Module Testing	Wed 1/2/13	Wed 1/2/13	0 days
896	1.1.2.11.3.3	Testing Report Submission	Wed 1/2/13	Wed 1/16/13	10 days
897	1.1.2.11.3.3.1	Generate Testing Report Identifying All Deficiencies Detected During Module Testing	Wed 1/2/13	Wed 1/16/13	10 days
898	1.1.2.11.3.3.2	Submit Testing Report to LA County	Wed 1/16/13	Wed 1/16/13	0 days
899	1.1.2.11.3.4	Deficiencies Correction for Module Testing	Wed 1/17/12	Wed 1/9/13	45 days
900	1.1.2.11.3.4.1	Correct Deficiencies	Wed 1/17/12	Wed 1/9/13	45 days
901	1.1.2.11.4	Deliverable 6.2 - Module Tests	Wed 1/16/13	Wed 1/16/13	0 days
902	1.1.2.11.5	Task 8.3 - Conduct Reporting Tool Tests	Wed 1/12/12	Wed 1/16/13	40 days
903	1.1.2.11.5.1	Reporting Tool Test Plan Execution	Wed 1/12/12	Wed 1/2/13	30 days
904	1.1.2.11.5.1.1	Report Access Testing	Wed 1/12/12	Wed 1/2/13	30 days
905	1.1.2.11.5.1.2	Report Generation Testing	Wed 1/12/12	Wed 1/2/13	30 days
906	1.1.2.11.5.1.3	Report Data Validation Testing	Wed 1/12/12	Wed 1/2/13	30 days
907	1.1.2.11.5.2	County's Successful Completion of Reporting Tool Tests	Wed 1/2/13	Wed 1/2/13	0 days
908	1.1.2.11.5.3	Testing Report Submission	Wed 1/2/13	Wed 1/9/13	5 days
909	1.1.2.11.5.3.1	Generate Testing Report Identifying All Deficiencies Detected During Module Testing	Wed 1/2/13	Wed 1/9/13	5 days
910	1.1.2.11.5.3.2	Submit Testing Report to LA County	Wed 1/9/13	Wed 1/9/13	0 days
911	1.1.2.11.5.4	Deficiencies Correction for Reporting Tool Testing	Wed 12/12/12	Wed 1/16/13	25 days
912	1.1.2.11.5.4.1	Correct Reporting Deficiencies	Wed 12/12/12	Wed 1/16/13	25 days
913	1.1.2.11.6	Deliverable 6.3 - Reporting Tool Tests	Wed 1/16/13	Wed 1/16/13	0 days
914	1.1.2.11.7	Task 8.4 - Conduct System Integration Test	Fri 9/14/12	Wed 12/19/12	66 days
915	1.1.2.11.7.1	Create Data-Flow and Data Processing Schematic	Fri 9/14/12	Fri 10/26/12	30 days
916	1.1.2.11.7.2	Provide County with Data-Flow and Data Processing Schematic	Fri 9/14/12	Fri 9/14/12	0 days
917	1.1.2.11.7.3	Execute System Integration Testing	Wed 10/17/12	Wed 11/28/12	30 days
918	1.1.2.11.7.4	County's Successful Completion of System Integration Test	Wed 11/28/12	Wed 11/28/12	0 days
919	1.1.2.11.7.5	Testing Report Submission	Wed 11/28/12	Wed 12/5/12	5 days
920	1.1.2.11.7.5.1	Generate Testing Report Identifying All Deficiencies Detected During System Integration Testing	Wed 11/28/12	Wed 12/5/12	5 days
921	1.1.2.11.7.5.2	Submit Testing Report to LA County	Wed 12/5/12	Wed 12/5/12	0 days
922	1.1.2.11.7.6	Deficiencies Correction for System Integration Testing	Wed 11/7/12	Wed 12/19/12	30 days
923	1.1.2.11.7.6.1	Correct Integration Deficiencies	Wed 11/7/12	Wed 12/19/12	30 days
924	1.1.2.11.8	Deliverable 6.4 - System Integration Test	Wed 12/19/12	Wed 12/19/12	0 days
925	1.1.2.11.9	Task 8.5 - Conduct System Performance Test	Wed 10/17/12	Wed 1/16/13	65 days
926	1.1.2.11.9.1	Execute System Performance Testing	Wed 10/17/12	Wed 12/26/12	50 days
927	1.1.2.11.9.1.1	Perform Response Time Performance Tests	Wed 10/17/12	Wed 12/26/12	50 days
928	1.1.2.11.9.1.2	Perform Business Continuity Tests	Wed 10/17/12	Wed 12/26/12	50 days
929	1.1.2.11.9.2	County's Successful Completion of Reporting Tool Tests	Wed 12/26/12	Wed 12/26/12	0 days
930	1.1.2.11.9.3	Testing Report Submission	Wed 12/26/12	Wed 1/9/13	10 days
931	1.1.2.11.9.3.1	Generate Testing Report Identifying All Deficiencies Detected During Module Testing	Wed 12/26/12	Wed 1/9/13	10 days
932	1.1.2.11.9.3.2	Submit Testing Report to LA County	Wed 1/9/13	Wed 1/9/13	0 days
933	1.1.2.11.9.4	Deficiencies Correction for System Performance Testing	Wed 11/7/12	Wed 1/16/13	50 days
934	1.1.2.11.9.4.1	Correct Performance Deficiencies	Wed 11/7/12	Wed 1/16/13	50 days
935	1.1.2.11.10	Deliverable 6.5 - System Performance Test - Key Deliverable	Wed 1/16/13	Wed 1/16/13	0 days
936	1.1.2.12	Task 9.0 - Data Conversion	Fri 3/16/12	Tue 8/13/13	367 days
937	1.1.2.12.1	Task 9.1 - Develop Data Conversion Plan	Fri 3/16/12	Wed 4/25/12	28 days
938	1.1.2.12.1.1	Planning and Scope Definition - Conversions	Fri 3/16/12	Wed 4/18/12	23 days
939	1.1.2.12.1.1.1	Establish Conversion Management Workgroup	Fri 3/16/12	Fri 3/23/12	5 days
940	1.1.2.12.1.1.2	Identify Which Conversions are to be Performed	Fri 3/23/12	Fri 3/30/12	5 days
941	1.1.2.12.1.1.3	Identify Data Extract Details - LA teams to extract data from sources	Fri 3/30/12	Fri 4/13/12	10 days
942	1.1.2.12.1.1.4	Create Data Conversion Plan	Fri 4/13/12	Wed 4/18/12	3 days
943	1.1.2.12.1.2	County Plan Review	Wed 4/18/12	Wed 4/25/12	5 days
944	1.1.2.12.1.2.1	Provide Written Confirmation to County that Plan is Complete	Wed 4/18/12	Wed 4/18/12	0 days
945	1.1.2.12.1.2.2	County Reviews Data Conversion Plan	Wed 4/18/12	Wed 4/25/12	5 days
946	1.1.2.12.2	Deliverable 9.1 - Data Conversion Plan	Wed 4/25/12	Wed 4/25/12	0 days
947	1.1.2.12.3	Task 9.2 - Develop Data Conversion Programs	Wed 5/30/12	Thu 8/9/12	51 days
948	1.1.2.12.3.1	Develop Conversion Extraction Routines	Wed 5/30/12	Wed 8/8/12	50 days
949	1.1.2.12.3.1.1	Avatar EHR Conversions	Wed 5/30/12	Wed 8/8/12	50 days
950	1.1.2.12.3.1.1.1	Avatar CalPM Conversions	Wed 5/30/12	Wed 8/8/12	50 days
951	1.1.2.12.3.1.1.1.1	Build Extraction Processes	Wed 5/30/12	Wed 7/25/12	40 days
952	1.1.2.12.3.1.1.1.2	Refine Extraction	Wed 7/25/12	Wed 8/8/12	10 days
953	1.1.2.12.3.1.1.2	Avatar CWS Conversion (None Expected)	Wed 5/30/12	Wed 5/30/12	0 days
954	1.1.2.12.3.1.1.2.1	Build Extraction Processes	Wed 5/30/12	Wed 5/30/12	0 days
955	1.1.2.12.3.1.1.2.2	Refine Extraction	Wed 5/30/12	Wed 5/30/12	0 days

ID	WBS	Task Name	Start	Finish	Duration
956	1.1.2.12.3.1.1.3	Avatar OE Conversion (None Expected)	Wed 5/30/12	Wed 5/30/12	0 days
957	1.1.2.12.3.1.1.3.1	Build Extraction Processes	Wed 5/30/12	Wed 5/30/12	0 days
958	1.1.2.12.3.1.1.3.2	Refine Extraction	Wed 5/30/12	Wed 5/30/12	0 days
959	1.1.2.12.3.1.2	Avatar MSD Conversions	Wed 5/30/12	Wed 8/8/12	50 days
960	1.1.2.12.3.1.2.1	Build Extraction Processes	Wed 5/30/12	Wed 7/25/12	40 days
961	1.1.2.12.3.1.2.2	Refine Extraction	Wed 7/25/12	Wed 8/8/12	10 days
962	1.1.2.12.3.1.3	Connect Suite Conversions (None Expected)	Wed 5/30/12	Wed 5/30/12	0 days
963	1.1.2.12.3.1.3.1	Build Extraction Processes	Wed 5/30/12	Wed 5/30/12	0 days
964	1.1.2.12.3.1.3.2	Refine Extraction	Wed 5/30/12	Wed 5/30/12	0 days
965	1.1.2.12.3.2	Review Standard Data Conversion Programs for Extracts	Wed 5/30/12	Wed 6/27/12	20 days
966	1.1.2.12.3.2.1	Avatar CalPM Conversion Loads	Wed 5/30/12	Wed 6/13/12	10 days
967	1.1.2.12.3.2.2	Avatar MSO Conversion Loads	Wed 6/13/12	Wed 6/27/12	10 days
968	1.1.2.12.3.3	Deliver Data Conversion Programs	Wed 8/8/12	Thu 8/8/12	1 day
969	1.1.2.12.3.3.1	Package Conversion Programs	Wed 8/8/12	Thu 8/8/12	1 day
970	1.1.2.12.3.3.2	Deliver Conversion Programs	Wed 8/8/12	Wed 8/8/12	0 days
971	1.1.2.12.4	Deliverable 9.2 - Data Conversion Programs - Key Deliverable	Thu 8/8/12	Thu 8/8/12	0 days
972	1.1.2.12.5	Task 9.3 - Conduct Data Conversion Test	Thu 8/16/12	Wed 10/17/12	44 days
973	1.1.2.12.5.1	Test Conversion Efforts	Thu 8/16/12	Wed 10/10/12	39 days
974	1.1.2.12.5.1.1	Avatar EHR Conversions	Thu 8/16/12	Wed 10/10/12	39 days
975	1.1.2.12.5.1.1.1	Avatar CalPM Conversions	Thu 8/16/12	Wed 10/10/12	39 days
976	1.1.2.12.5.1.1.1.1	Submit Brief Conversion Test File	Thu 8/16/12	Tue 8/21/12	3 days
977	1.1.2.12.5.1.1.1.2	Test Brief File	Tue 8/21/12	Tue 9/11/12	15 days
978	1.1.2.12.5.1.1.1.3	Submit Full Test File	Tue 9/11/12	Fri 9/14/12	3 days
979	1.1.2.12.5.1.1.1.4	Test Full Test File	Fri 9/14/12	Fri 10/6/12	15 days
980	1.1.2.12.5.1.1.1.5	Approve Test File	Fri 10/6/12	Wed 10/10/12	3 days
981	1.1.2.12.5.1.1.2	Avatar CWS Conversions (None Expected)	Thu 8/16/12	Thu 8/16/12	0 days
982	1.1.2.12.5.1.1.2.1	Avatar CWS Conversion Tasks	Thu 8/16/12	Thu 8/16/12	0 days
983	1.1.2.12.5.1.1.3	Avatar DE Conversions (None Expected)	Thu 8/16/12	Thu 8/16/12	0 days
984	1.1.2.12.5.1.1.3.1	Avatar OE Conversion Tasks	Thu 8/16/12	Thu 8/16/12	0 days
985	1.1.2.12.5.1.2	Avatar MSD Conversions	Thu 8/16/12	Wed 10/10/12	39 days
986	1.1.2.12.5.1.2.1	Submit Brief Conversion Test File	Thu 8/16/12	Tue 8/21/12	3 days
987	1.1.2.12.5.1.2.2	Review Brief File	Tue 8/21/12	Tue 9/11/12	15 days
988	1.1.2.12.5.1.2.3	Submit Full Test File	Tue 9/11/12	Fri 9/14/12	3 days
989	1.1.2.12.5.1.2.4	Review Full Test File	Fri 9/14/12	Fri 10/6/12	15 days
990	1.1.2.12.5.1.2.5	Approve Test File	Fri 10/6/12	Wed 10/10/12	3 days
991	1.1.2.12.5.1.3	Connect Suite Conversions (None Expected)	Thu 8/16/12	Thu 8/16/12	0 days
992	1.1.2.12.5.1.3.1	Connect Suite Conversion Tasks	Thu 8/16/12	Thu 8/16/12	0 days
993	1.1.2.12.5.2	County's Successful Completion of Data Conversion Tests	Wed 10/10/12	Wed 10/10/12	0 days
994	1.1.2.12.5.3	Testing Report Submission	Wed 10/10/12	Wed 10/17/12	5 days
995	1.1.2.12.5.3.1	Generate Testing Report Identifying All Deficiencies Detected During Module Testing	Wed 10/10/12	Wed 10/17/12	5 days
996	1.1.2.12.5.3.2	Submit Testing Report to LA County	Wed 10/17/12	Wed 10/17/12	0 days
997	1.1.2.12.5.4	Deficiencies Correction for Data Conversion Testing	Thu 8/30/12	Thu 10/11/12	30 days
998	1.1.2.12.5.4.1	Correct Remaining Data Conversion Deficiencies	Thu 8/30/12	Thu 10/11/12	30 days
999	1.1.2.12.6	Deliverable 9.3 - Data Conversion Test - Key Deliverable	Wed 10/17/12	Wed 10/17/12	0 days
1000	1.1.2.12.7	Task 9.4 - Conduct Conversion	Mon 2/26/13	Tue 8/13/13	121 days
1001	1.1.2.12.7.1	Production Conversion Efforts	Mon 2/25/13	Mon 2/25/13	121 days
1002	1.1.2.12.7.1.1	Pilot 1- Conversion Efforts	Mon 2/25/13	Mon 3/4/13	5 days
1003	1.1.2.12.7.1.1.1	Avatar Cal PM Conversion(s)	Mon 2/25/13	Mon 3/4/13	5 days
1004	1.1.2.12.7.1.1.1.1	Production Extraction	Mon 2/25/13	Wed 2/27/13	2 days
1005	1.1.2.12.7.1.1.1.2	Process Conversion Data	Wed 2/27/13	Mon 3/4/13	3 days
1006	1.1.2.12.7.1.1.2	Avatar MSO Conversion(s)	Mon 2/25/13	Mon 3/4/13	5 days
1007	1.1.2.12.7.1.1.2.1	Production Extraction	Mon 2/25/13	Wed 2/27/13	2 days
1008	1.1.2.12.7.1.1.2.2	Process Conversion Data	Wed 2/27/13	Mon 3/4/13	3 days
1009	1.1.2.12.7.1.2	Pilot 1 - Conversion Approval	Mon 3/4/13	Mon 3/4/13	0 days
1010	1.1.2.12.7.1.3	Pilot 2- Conversion Efforts	Tue 8/6/13	Tue 8/13/13	5 days
1011	1.1.2.12.7.1.3.1	Avatar Cal PM Conversion(s)	Tue 8/6/13	Tue 8/13/13	5 days
1012	1.1.2.12.7.1.3.1.1	Production Extraction	Tue 8/6/13	Thu 8/8/13	2 days
1013	1.1.2.12.7.1.3.1.2	Process Conversion Data	Thu 8/8/13	Tue 8/13/13	3 days
1014	1.1.2.12.7.1.3.2	Avatar MSO Conversion(s)	Tue 8/6/13	Tue 8/13/13	5 days
1015	1.1.2.12.7.1.3.2.1	Production Extraction	Tue 8/6/13	Thu 8/8/13	2 days
1016	1.1.2.12.7.1.3.2.2	Process Conversion Data	Thu 8/8/13	Tue 8/13/13	3 days
1017	1.1.2.12.7.1.4	Pilot 2 - Conversion Approval	Tue 8/13/13	Tue 8/13/13	0 days
1018	1.1.2.12.8	Deliverable 9.4 - Conversion - Key Deliverable	Tue 8/13/13	Tue 8/13/13	0 days
1019	1.1.2.13	Task 10.0 - System Cutover	Wed 11/6/13	Mon 10/14/13	193 days

ID	WBS	Task-Name	Start	Finish	Duration
1020	1.1.2.13.1	Task 10.1 - Develop System Cutover Plan	Wed 1/16/13	Wed 3/6/13	35 days
1021	1.1.2.13.1.1	Develop System Cutover Plan	Wed 1/16/13	Wed 2/27/13	30 days
1022	1.1.2.13.1.2	County Plan Review	Wed 2/27/13	Wed 3/6/13	5 days
1023	1.1.2.13.1.2.1	Provide Written Confirmation to County that Plan is Complete.	Wed 2/27/13	Wed 2/27/13	0 days
1024	1.1.2.13.1.2.2	County Reviews System Cutover Plan	Wed 2/27/13	Wed 3/6/13	5 days
1025	1.1.2.13.2	Deliverable 10.1 - System Cutover Plan	Wed 3/6/13	Wed 3/6/13	0 days
1026	1.1.2.13.3	Task 10.2 - Pilot Tests	Mon 1/21/13	Mon 10/14/13	190 days
1027	1.1.2.13.3.1	Pre Pilot 1 - Preparation Activities - Lead by Netsmart.	Mon 1/21/13	Mon 3/4/13	30 days
1028	1.1.2.13.3.1.1	Define Training User Accounts	Mon 1/21/13	Mon 2/4/13	10 days
1029	1.1.2.13.3.1.2	Conduct Module Pilot End User Trainings per Training Plan	Mon 1/21/13	Mon 3/4/13	30 days
1030	1.1.2.13.3.1.2.1	Avatar EHR Module Pilot End User Training	Mon 1/21/13	Mon 3/4/13	30 days
1031	1.1.2.13.3.1.2.1.1	Avatar Cal PM Module Pilot End User Training	Mon 1/21/13	Mon 3/4/13	30 days
1032	1.1.2.13.3.1.2.1.2	Avatar CWS Module Pilot End User Training	Mon 1/21/13	Mon 3/4/13	30 days
1033	1.1.2.13.3.1.2.2	Avatar MSO Module Pilot End User Training	Mon 1/21/13	Mon 3/4/13	30 days
1034	1.1.2.13.3.1.2.3	Connect Suite Module Pilot End User Training	Mon 1/21/13	Mon 3/4/13	30 days
1035	1.1.2.13.3.1.2.3.1	ConsumerConnect Module Pilot End User Training	Mon 1/21/13	Mon 3/4/13	30 days
1036	1.1.2.13.3.1.2.3.2	Provider Connect Module Pilot End User Training	Mon 1/21/13	Mon 3/4/13	30 days
1037	1.1.2.13.3.1.2.3.3	MobileConnect Module Pilot End User Training	Mon 1/21/13	Mon 3/4/13	30 days
1038	1.1.2.13.3.1.3	Define User Accounts	Mon 2/19/13	Mon 3/4/13	10 days
1039	1.1.2.13.3.2	Pilot 1	Mon 3/4/13	Mon 6/24/13	80 days
1040	1.1.2.13.3.2.1	Initiate Module Go-Live	Mon 3/4/13	Tue 4/30/13	41 days
1041	1.1.2.13.3.2.1.1	Avatar EHR Go-Live	Mon 3/4/13	Tue 4/30/13	41 days
1042	1.1.2.13.3.2.1.1.1	Complete Supplemental Conversion Data Entry	Mon 3/4/13	Tue 3/5/13	1 day
1043	1.1.2.13.3.2.1.1.2	On-Site Go-Live Support	Tue 3/5/13	Tue 3/12/13	5 days
1044	1.1.2.13.3.2.1.1.3	Initiate use of Referral	Tue 3/5/13	Tue 3/12/13	5 days
1045	1.1.2.13.3.2.1.1.4	Initiate use of Intake & Closure	Tue 3/5/13	Tue 3/12/13	5 days
1046	1.1.2.13.3.2.1.1.5	Initiate use of Screen & Assessments	Tue 3/5/13	Tue 3/12/13	5 days
1047	1.1.2.13.3.2.1.1.6	Initiate use of Treatment Planner	Tue 3/5/13	Tue 3/12/13	5 days
1048	1.1.2.13.3.2.1.1.7	Initiate use of Progress Notes	Tue 3/5/13	Tue 3/12/13	5 days
1049	1.1.2.13.3.2.1.1.8	Create first batch of "Live" claims	Tue 4/23/13	Fri 4/26/13	3 days
1050	1.1.2.13.3.2.1.1.9	Balance and Close out Monthly Accounting Period	Fri 4/26/13	Tue 4/30/13	2 days
1051	1.1.2.13.3.2.1.1.10	895 Remittance Processing	Fri 4/26/13	Tue 4/30/13	2 days
1052	1.1.2.13.3.2.1.2	Avatar MSO Go-Live	Mon 3/4/13	Mon 4/22/13	35 days
1053	1.1.2.13.3.2.1.2.1	Process Service Authorizations	Mon 3/4/13	Mon 3/11/13	5 days
1054	1.1.2.13.3.2.1.2.2	Process Claims	Mon 3/11/13	Mon 4/8/13	20 days
1055	1.1.2.13.3.2.1.2.3	Confirm Service Transfer to CalPM for Billing	Mon 4/8/13	Mon 4/22/13	10 days
1056	1.1.2.13.3.2.1.3	Connect Suite - Go-Live	Tue 3/12/13	Tue 4/2/13	15 days
1057	1.1.2.13.3.2.1.3.1	Initiate use of Mobile Functions on LA County Laptops	Tue 3/12/13	Tue 3/19/13	5 days
1058	1.1.2.13.3.2.1.3.2	Confirm Bi-Directional Syncing of data between Application and Laptops	Tue 3/12/13	Tue 3/19/13	5 days
1059	1.1.2.13.3.2.1.3.3	Initiate Use of ConsumerConnect	Tue 3/19/13	Tue 4/2/13	10 days
1060	1.1.2.13.3.2.1.3.4	Initiate Use of ProviderConnect	Tue 3/12/13	Tue 3/26/13	10 days
1061	1.1.2.13.3.2.2	Monitor System Performance	Mon 3/4/13	Mon 6/24/13	80 days
1062	1.1.2.13.3.2.2.1	Monitor System Performance	Mon 3/4/13	Mon 6/24/13	80 days
1063	1.1.2.13.3.3	Implement Pilot Test 1 "Lesson's Learned"	Tue 5/21/13	Tue 6/18/13	20 days
1064	1.1.2.13.3.4	Pre Pilot 2 - Preparation Activities - Lead by County	Tue 7/2/13	Tue 8/13/13	30 days
1065	1.1.2.13.3.4.1	Define Training User Accounts	Tue 7/2/13	Tue 7/9/13	5 days
1066	1.1.2.13.3.4.2	Conduct Module End User Trainings per Training Plan	Tue 7/2/13	Tue 8/13/13	30 days
1067	1.1.2.13.3.4.2.1	Avatar EHR Module End User Training	Tue 7/2/13	Tue 8/13/13	30 days
1068	1.1.2.13.3.4.2.1.1	Avatar Cal PM Module End User Training	Tue 7/2/13	Tue 8/13/13	30 days
1069	1.1.2.13.3.4.2.1.2	Avatar CWS Module End User Training	Tue 7/2/13	Tue 8/13/13	30 days
1070	1.1.2.13.3.4.2.2	Avatar MSO Module End User Training	Tue 7/2/13	Tue 8/13/13	30 days
1071	1.1.2.13.3.4.2.3	Connect Suite Module End User Training	Tue 7/2/13	Tue 8/13/13	30 days
1072	1.1.2.13.3.4.2.3.1	ConsumerConnect Module End User Training	Tue 7/2/13	Tue 8/13/13	30 days
1073	1.1.2.13.3.4.2.3.2	Provider Connect Module End User Training	Tue 7/2/13	Tue 8/13/13	30 days
1074	1.1.2.13.3.4.2.3.3	MobileConnect Module End User Training	Tue 7/2/13	Tue 8/13/13	30 days
1075	1.1.2.13.3.4.3	Define User Accounts	Tue 7/30/13	Tue 8/13/13	10 days
1076	1.1.2.13.3.5	Pilot 2	Tue 8/13/13	Tue 10/8/13	40 days
1077	1.1.2.13.3.5.1	Initiate Module Go-Live	Tue 8/13/13	Thu 10/3/13	37 days
1078	1.1.2.13.3.5.1.1	Avatar EHR Go-Live	Tue 8/13/13	Thu 10/3/13	37 days
1079	1.1.2.13.3.5.1.1.1	Complete Supplemental Conversion Data Entry	Tue 8/13/13	Wed 8/14/13	1 day
1080	1.1.2.13.3.5.1.1.2	On-Site Go-Live Support	Wed 8/14/13	Wed 8/21/13	5 days
1081	1.1.2.13.3.5.1.1.3	Initiate use of Referral	Wed 8/14/13	Wed 8/21/13	5 days
1082	1.1.2.13.3.5.1.1.4	Initiate use of Intake & Closure	Wed 8/14/13	Wed 8/21/13	5 days
1083	1.1.2.13.3.5.1.1.5	Initiate Use of Screen & Assessments	Wed 8/14/13	Wed 8/21/13	5 days

ID	WBS	Task Name	Start	Finish	Duration
1084	1.1.2.13.3.5.1.1.6	Initiate use of Treatment Planner	Wed 8/14/13	Wed 8/21/13	5 days
1085	1.1.2.13.3.5.1.1.7	Initiate use of Progress Notes	Wed 8/14/13	Wed 8/21/13	5 days
1086	1.1.2.13.3.5.1.1.8	Create first batch of "Live" claims	Wed 9/25/13	Mon 9/30/13	3 days
1087	1.1.2.13.3.5.1.1.9	Balance and Close out Monthly Accounting Period	Mon 9/30/13	Thu 10/3/13	3 days
1088	1.1.2.13.3.5.1.1.10	835 Remittance Processing	Mon 9/30/13	Wed 10/2/13	2 days
1089	1.1.2.13.3.5.1.2	MSO Go-Live	Tue 8/13/13	Tue 10/1/13	35 days
1090	1.1.2.13.3.5.1.2.1	Process Service Authorizations	Tue 8/13/13	Tue 8/27/13	10 days
1091	1.1.2.13.3.5.1.2.2	Process Claims	Tue 8/27/13	Tue 9/17/13	15 days
1092	1.1.2.13.3.5.1.2.3	Confirm Service Transfer to CalPM for Billing	Tue 9/17/13	Tue 10/1/13	10 days
1093	1.1.2.13.3.5.1.3	Connect Suite - Go-Live	Wed 8/21/13	Wed 9/11/13	15 days
1094	1.1.2.13.3.5.1.3.1	Initiate use of Mobile Functions on LA County Laptops	Wed 8/21/13	Wed 8/28/13	5 days
1095	1.1.2.13.3.5.1.3.2	Confirm Bi-Directional Syncing of data between Application and Laptops	Wed 8/21/13	Wed 8/28/13	5 days
1096	1.1.2.13.3.5.1.3.3	Initiate Use of ConsumerConnect	Wed 8/28/13	Wed 9/11/13	10 days
1097	1.1.2.13.3.5.1.3.4	Initiate Use of ProviderConnect	Wed 8/21/13	Wed 9/4/13	10 days
1098	1.1.2.13.3.5.2	Monitor System Performance	Tue 8/13/13	Tue 10/8/13	40 days
1099	1.1.2.13.3.5.2.1	Monitor System Performance	Tue 8/13/13	Tue 10/8/13	40 days
1100	1.1.2.13.3.6	Implement Pilot Test 2 "Lesson's Learned"	Wed 9/25/13	Mon 10/14/13	13 days
1101	1.1.2.13.4	Deliverable 10.2 - Pilot Tests	Mon 10/14/13	Mon 10/14/13	0 days
1102	1.1.2.13.5	Task 10.3 Final System Acceptance	Tue 7/2/13	Tue 7/9/13	5 days
1103	1.1.2.13.5.1	Final System Acceptance - County Review	Tue 7/2/13	Tue 7/9/13	5 days
1104	1.1.2.13.6	Deliverable 10.3 - Final System Acceptance - Key Deliverable	Tue 7/9/13	Tue 7/9/13	0 days
1105	2	Los Angeles County IBHIS System Close-out	Fri 4/14/23	Fri 9/27/24	381 days
1106	2.1	County Notification of Close-Out Activities	Fri 4/14/23	Thu 9/28/23	120 days
1107	2.2	Task 11.0 - System Close-Out / Shut Down	Fri 9/29/23	Fri 9/27/24	261 days
1108	2.2.1	Deliverable 11.1 - Close-out-plan	Fri 9/29/23	Fri 9/27/24	281 days
1109	2.2.2	Deliverable 11.2 - Data Files	Fri 9/29/23	Fri 9/27/24	261 days
1110	2.2.3	Deliverable 11.3 - Claims Run-Out Services	Fri 9/29/23	Fri 9/27/24	261 days
1111	2.2.4	Deliverable 11.4 - Audit Requests	Mon 7/8/24	Fri 9/27/24	60 days



EXHIBIT F

[INTENTIONALLY OMITTED]





EXHIBIT G

EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AND COPYRIGHT ASSIGNMENT AGREEMENT

EXHIBIT G

**EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY
AND COPYRIGHT ASSIGNMENT AGREEMENT**

(Note: This certification is to be executed and returned to County. Work cannot begin on the Agreement until this document has been executed.)

Contractor Name: _____

Agreement No.: _____

Employee Name: _____

GENERAL INFORMATION:

Your employer, referenced above (the "Contractor") has entered into a contract (the "County Agreement") with the County of Los Angeles (the "County") to provide certain services to the County. The County requires your signature on this Contractor's Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement (the "Agreement").

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the County Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the County Agreement.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County by virtue of my performance of work under the County Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any contract or other arrangement between any person or entity and the County.

I understand and agree that I may be required to undergo one or more background and security investigation(s) administered by my employer or by the County. Such investigations may consist of credit, criminal, and/or motor vehicle record checks. I understand that to the extent consistent with applicable federal and state laws, I will not be able to work under the County Agreement if I have any felony convictions or outstanding warrants. I further understand that I may not work under the County Agreement if I have been convicted of a misdemeanor within the last five (5) years, or convicted of multiple misdemeanors prior to the last five (5) years. I understand and agree that my continued performance of work under the County Agreement is contingent upon my passing any and all such investigations to the satisfaction of the County as well as to my employer. I understand and agree that my failure to pass any such investigation shall result in my immediate release from performance under the County Agreement and/or any future contract with the County.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County and, if so, I understand that I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning property, health, criminal, voting and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this Agreement as a condition of my work to be provided by my employer for the County. I have read this Agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any Confidential Information (as defined below), or other data or information obtained in connection with my work pursuant to the above-referenced County Agreement between my employer and the County. I agree to forward all requests for the release of any data or information received by me in connection herewith to my immediate supervisor.

I agree to keep confidential all property, health, criminal, voting and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, as well as all design concepts, algorithms, programs, formats, documentation, Contractor proprietary information provided in connection with the County Agreement, third party information or information disclosed by County that Contractor or County treats as confidential, any information embodied in or relating to the Works (as defined below), and all other original materials produced, created, obtained or provided to or by me under or in connection with the County Agreement (collectively, "Confidential Information"). I agree to protect such Confidential Information against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment or otherwise in connection with this Agreement, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this Agreement by myself and/or by any other person of whom I become aware. I agree to return all materials embodying or containing Confidential Information to my immediate supervisor upon completion of work under the County Agreement, the termination of this Agreement, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT AGREEMENT:

As used in this Agreement, "Works" means (a) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the County Agreement, (b) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's or County's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (c) any part or aspect of any of the foregoing.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a "work made for hire," I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, create derivative works of, publish, distribute, sublicense, publicly perform and communicate, display, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor (including but not limited to the County) may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor, including but not limited to executing any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for my United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights, with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's or the County's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that violation or threatened violation of this Agreement may cause irreparable harm to County, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action, and that the County may furthermore seek all possible legal and equitable redress against me with respect to any such violation or threatened violation, including, without limitation, injunctive relief, without the posting of bond or other security.

Signature: _____ Date: _____

Printed Name: _____

Position: _____



EXHIBIT H

CONTRACTOR'S EEO CERTIFICATION



EXHIBIT H

CONTRACTOR'S EEO CERTIFICATION

Contractor Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

	<u>YES</u>	<u>NO</u>
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	<input type="checkbox"/>	<input type="checkbox"/>
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	<input type="checkbox"/>	<input type="checkbox"/>
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/>	<input type="checkbox"/>
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal or timetables.	<input type="checkbox"/>	<input type="checkbox"/>

Authorized Official's Printed Name: _____

Title: _____

Authorized Official's **Signature**: _____

Date: _____



EXHIBIT I

[INTENTIONALLY OMITTED]



EXHIBIT J

FORM OF CHANGE NOTICE



EXHIBIT J

FORM OF CHANGE NOTICE

Capitalized terms used in this Change Notice, without definition, have the meanings given to such terms in that certain **Agreement No.** [] (Agreement).

REQUESTOR INFORMATION:

Request Date: _____ Control No.: _____

Requested By: _____

Change Notice Amount: _____

FOR DMH USE ONLY

JUSTIFICATION FOR APPROVAL:

Pursuant to the applicable Section(s) of Paragraph 6 (Change Notices and Amendments) of the Agreement:

County's Project Director **Signature:** _____

Date: _____

County's Project Manager **Signature:** _____

Date: _____

County's Chief Information Officer
Signature: _____

Date: _____

Director of Mental Health **Signature:** _____

Date: _____

CHANGE NOTICE INFORMATION FROM REQUESTOR:

Requestor must include all information as set forth in Paragraph 6.12 of this Agreement, as follows:

1. Detailed functional and technical description of the Work to be performed.

2. "Not to Exceed" Price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion and payment schedule and estimated personnel hours for completion of Work

3. If applicable, Pool Dollars to be utilized by such Change Notice and the amount of Pool Dollars available under the Agreement, both before and after giving effect to such Change Notice

4. Related Tasks, Subtasks, and Deliverables

5. Description and itemized cost of any applicable hardware, software, and other materials required to complete the requested Work (also included, for avoidance of doubt, in Item No. 2)

6. Description and calculation of cost savings if requested Change Notice is accepted by County

7. Final delivery date for completed Work

8. As applicable, proposed revised Detail Work Plan, incorporating any changes to the Tasks, Subtasks and Deliverables or their completion schedules

This certifies that the above-requested Work is outside the scope of Work required of Contractor under this Agreement in order for Contractor to deliver the System.

Contractor's Project Director **Signature:** _____

Date: _____

Requestor shall submit the Change Notice to County's Project Manager. At that time, County's Project Manager will assign a control number so that the Change Notice can be tracked to completion. All outstanding Change Notices will be reviewed on a regular basis by County's Project Director.



EXHIBIT K

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE



EXHIBIT K

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address) _____		TRANSMITTAL DATE _____
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE		CONTRACT NUMBER _____
FROM: _____ Contractor's Project Manager (Signature Required)	TO: _____ County's Project Director	
Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto, to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of all completion criteria applicable to such Tasks and Deliverables, and County's approval thereof. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Specifications as defined in the Agreement, including any applicable Change Notices. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Detailed Work Plan or applicable Change Notice)	DELIVERABLES (including Deliverable numbers as set forth in the Detailed Work Plan or applicable Change Notice)	
COMMENTS: _____		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement, including any additional documentation reasonably requested by County.		
COUNTY ACCEPTANCE:		
NAME _____	SIGNATURE _____	DATE _____
County's Project Director		
NAME _____	SIGNATURE _____	DATE _____
County's Project Manager		

Distribution: Original - Financial Services Copy 2 - County's Project Manager
 Copy 1 - Contractor Copy 3 - Master Contract File



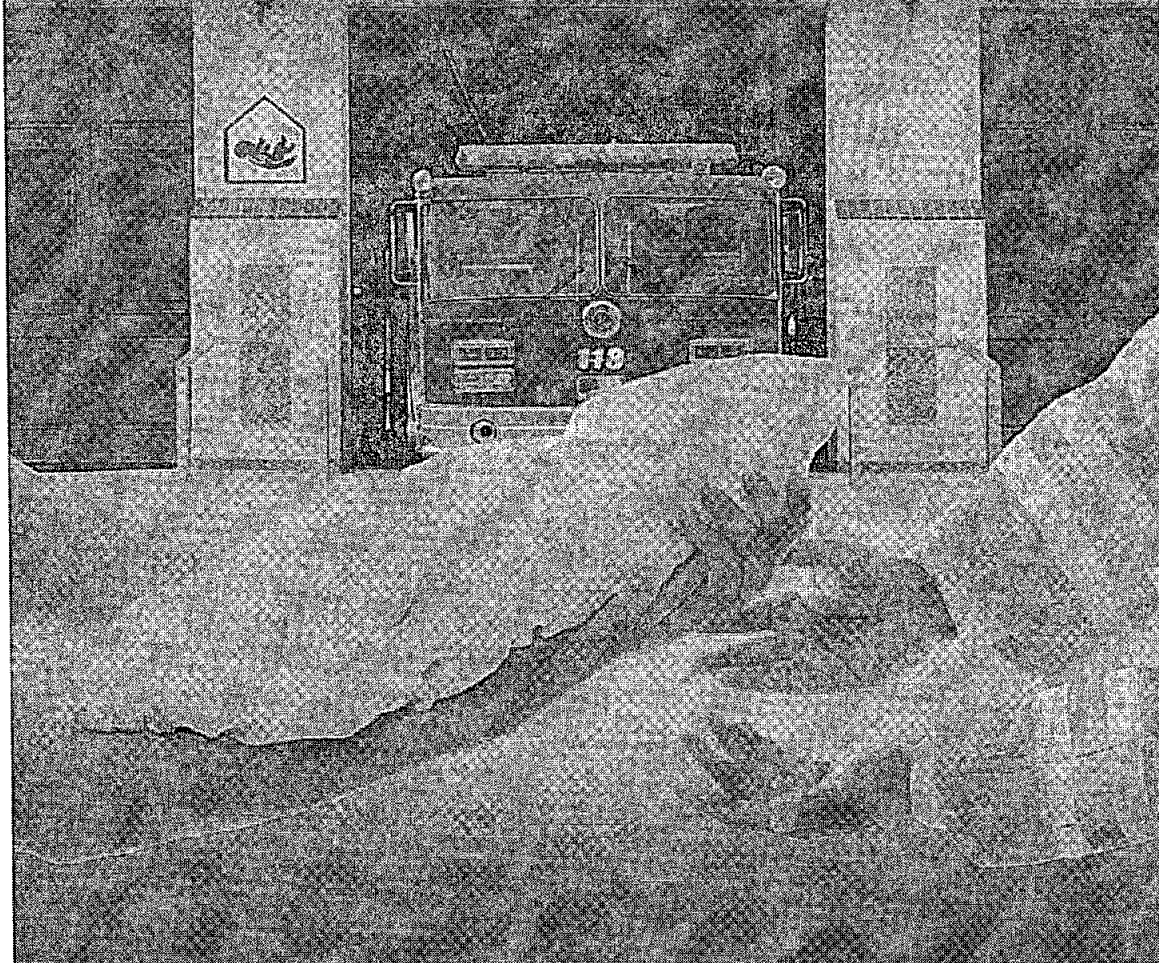
EXHIBIT L

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes
at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeja.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

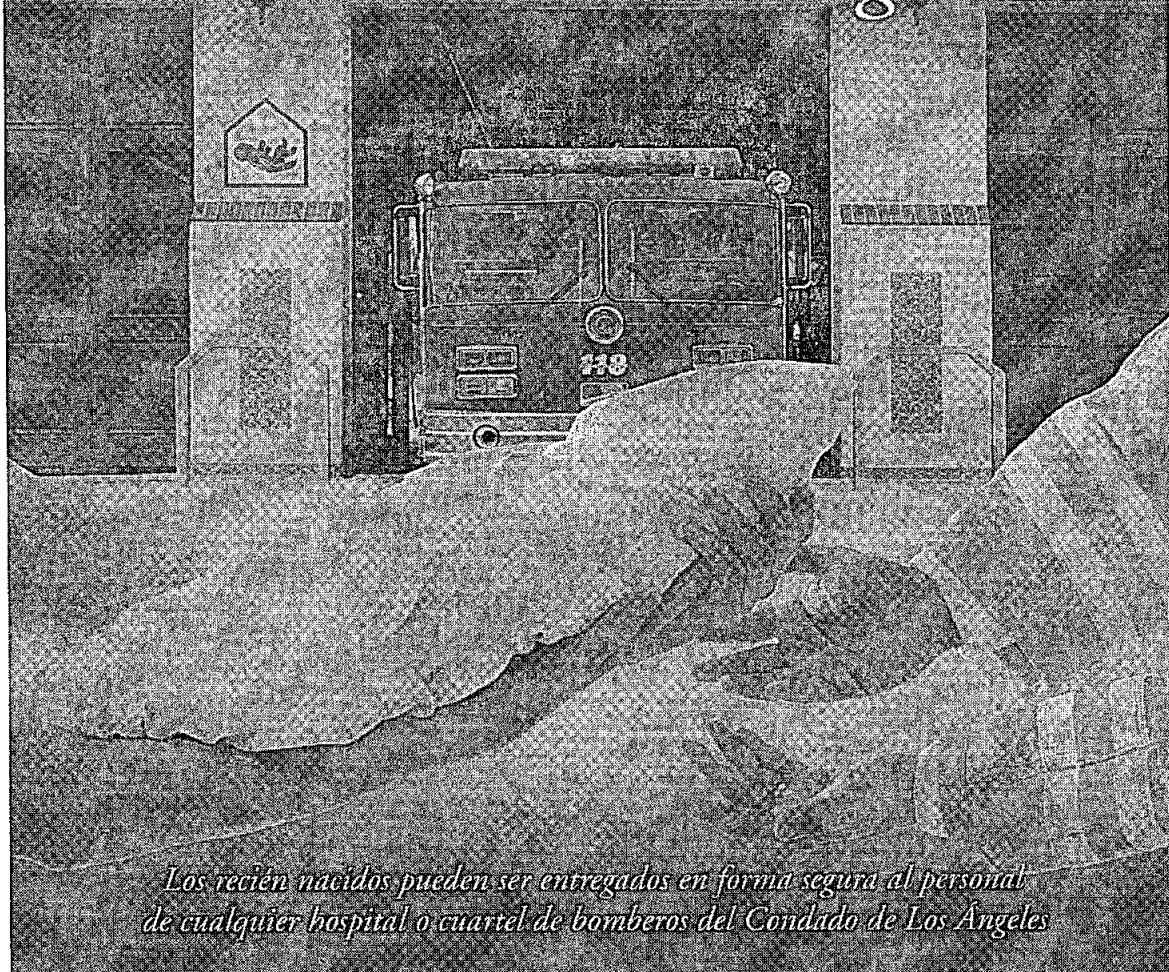
Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again to California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal. Es decir, cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital u cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adultos hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasarán si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo envía de vuelta dentro del sobre con el franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT M

BUSINESS ASSOCIATE AGREEMENT



EXHIBIT M

BUSINESS ASSOCIATE AGREEMENT

Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

- 1.4 “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

- 1.5 “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 “Minimum Necessary” refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.
- 1.10 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of

participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
 - (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
 - (b) shall Disclose Protected Health Information to Covered Entity upon request;
 - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

- 2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.
- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would

have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by a telephone call to 1-562- 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
 - (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
 - (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

- (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
- (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

- (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
- (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- (vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of

Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.



EXHIBIT N

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS



EXHIBIT N

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.



EXHIBIT O

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm





EXHIBIT P

IRS NOTICE 1015

EXHIBIT P

IRS NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2010 are less than \$48,362 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

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

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)

Cat. No. 205991



EXHIBIT Q

DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE

EXHIBIT Q

TITLE 2 ADMINISTRATION DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE

Sections:

- 2.202.010 Findings and declarations.
- 2.202.020 Definitions.
- 2.202.030 Determination of contractor non-responsibility.
- 2.202.040 Debarment of contractors.
- 2.202.050 Pre-emption.
- 2.202.060 Severability.

2.202.010 Findings and declarations.

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005; Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence.

After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.
- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
 - (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.

- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.
 - (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
 - (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
 - (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
 - (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
 - (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
 - (17) Other factors that are appropriate to the circumstances of a particular case.
- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any

existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)



EXHIBIT R

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION



EXHIBIT R

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§



999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the California Association of Nonprofits, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Exhibit R is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.



EXHIBIT S

JURY SERVICE ORDINANCE

EXHIBIT S

JURY SERVICE ORDINANCE TITLE 2 ADMINISTRATION CHAPTER 2.203.010 THROUGH 2.203.090

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have

and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



EXHIBIT T

THREE-PARTY ESCROW SERVICE AGREEMENT

[The document entitled Three-Party Escrow Service Agreement, made and entered into [DATE], by and between Netsmart Technologies, Inc., and by County of Los Angeles Department of Mental Health, and by Iron Mountain Intellectual Property Management, Inc., together with all Exhibits and Attachments thereto, is incorporated by reference as Exhibit T (Three-Party Escrow Service Agreement)]



EXHIBIT U

COUNTY'S REQUEST FOR PROPOSALS (RFP) FOR AN INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM (IBHIS)

[Incorporated by Reference]



EXHIBIT V

CONTRACTOR'S PROPOSAL

[Contractor's Proposal for an Integrated Behavioral Health Information System, dated February 18, 2010, is incorporated herein by reference.]



INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM (IBHIS)

CONTRACT SUM

(THE AGREEMENT IS OVER AN ELEVEN YEAR PERIOD)

<u>Category</u>	<u>Total Cost</u>
Implementation Services	
System Software:	
Baseline Application Software	\$12,101,777
Third Party	\$177,190
System Training	\$647,688
Professional Services:	
Interfaces	\$227,970
Fixed Price Professional Services	\$7,475,908
Establish Hosting Environment	<u>\$4,004,750</u>
Subtotal	\$24,635,283
Fixed One-Time Set-Up Fee	\$3,504,428
Maintenance and Support Services	\$31,262,340
Hosting Services	\$30,084,500
Contractor's On-Site Transitional Application Administrator	\$170,544
Peripheral Hardware	\$3,320
Pool Dollars	<u>\$3,656,378</u>
TOTAL CONTRACT SUM	<u>\$93,316,793</u>

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 435

DEPARTMENT OF MENTAL HEALTH

September 22, 2011

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY FY 2011-12 4 - VOTES

SOURCES

USES

Mental Health Services Act-Prop 63 BT1-3047 Des for Budget Uncertainties \$13,097,000 Cancel Designation Department of Mental Health A01-MH-96-9911-20500 Transfers In \$13,097,000 Increase Revenue

Mental Health Services Act-Prop 63 BT1-MH-6100-41189 Other Financing Uses \$13,097,000 Increase Appropriation Department of Mental Health A01-MH-2000-20500 Services & Supplies \$13,097,000 Increase Appropriation

SOURCES TOTAL: \$ 26,194,000

USES TOTAL: \$ \$26,194,000

JUSTIFICATION

This adjustment is requested to increase appropriation Services and Supplies (S&S) to provide spending authority to further implement Mental Health Services Act (MHSA) Technological Needs (TN) for an Integrated Behavioral Health Information System (IBHIS). This appropriation increase is fully funded by the State Mental Health Services Act - Proposition 63 revenue which has been set aside in Designation for Budgetary Uncertainties. There is no impact on net County cost.

ADOPTED BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

Margo Morales AUTHORIZED SIGNATURE Margo Morales, Administrative Deputy

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

21 OCT 18 2011

SACHI A. HAMAI SACHI A. HAMAI EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ---

ACTION RECOMMENDATION

APPROVED AS REQUESTED APPROVED AS REVISED

AUDITOR-CONTROLLER

BY KAM SUKUMA September 28 20 11

CHIEF EXECUTIVE OFFICER

BY [Signature] Sept. 28, 20 11

B.A. NO. 023

COUNTY OF LOS ANGELES

BOARD OF SUPERVISORS
 GLORIA MOLINA
 MARK RIDLEY-THOMAS
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 Director

ROBIN KAY, Ph.D.
 Chief Deputy Director

RODERICK SHANER, M.D.
 Medical Director



DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

March 30, 2011

TO: Each Supervisor

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

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO ENTER INTO SOLE SOURCE SERVICE AGREEMENT NEGOTIATIONS WITH NETSMART TECHNOLOGIES, INC., FOR HOSTING SERVICES (BOARD ORDER #30 – FEBRUARY 3, 2009)**

This memo is to comply with the Board of Supervisors' Policy Manual, Section 5.100, Sole Source Contracts, by notifying your Board of the Department of Mental Health's (DMH or Department) intention to enter into sole source service agreement negotiations for the provision of system hosting services with Netsmart Technologies, Inc. (Netsmart), which is the selected Proposer under the Integrated Behavioral Health Information System (IBHIS) Request for Proposals (RFP) #DMH-1109B2.

BACKGROUND

On November 18, 2009, an RFP was released to acquire a commercially available off-the-shelf (COTS) integrated software application. Under the IBHIS RFP, IBHIS would be hosted by the Internal Services Department (ISD) with a high degree of reliability and data integrity (also known as "High Availability").

On September 15, 2010, DMH entered into negotiations with Netsmart. DMH and ISD discussed the hosting environment required to support the IBHIS. As DMH's understanding of what was currently available to support its need for a high level of reliability backed up by a robust business continuity plan grew, concern increased that upon finalization of the agreement, ISD may not be able to deliver a fully functional hosting solution in time for a reliable start of the IBHIS implementation. DMH, as a matter of due diligence, began exploring its options for hosting IBHIS.

JUSTIFICATION

The majority of ISD's expertise lies with hosting administrative systems, which is not the same as hosting an Electronic Health Record (EHR) system, no matter how complex administrative systems may be. The security and privacy requirements, as well as the very high level reliability requirements, associated with an EHR system call for a different kind of expertise and decision making guided by an understanding of the impact of IBHIS on the delivery of healthcare services.

"To Enrich Lives Through Effective And Caring Service"

DMH verified Netsmart's track record of success in contractual and service level obligations in hosting systems for other behavioral health service delivery organizations through reference checks and conducted site visits to Netsmart's primary and business continuity data centers to verify security, privacy, and environmental processes using evaluation criteria from Gartner Group. DMH was able to confirm that Netsmart provides high quality, cost-effective, well managed, highly available, and scalable application hosting services and concluded that hosting services provided by Netsmart present the greatest likelihood of a timely and successful IBHIS implementation.

The key decision points to host IBHIS with Netsmart are as follows:

- Business continuity services at the level required for IBHIS are not currently available through ISD. Netsmart has a primary and a business continuity data center optimized for running their specific EHR system. In the event of a failure at the primary data center, Netsmart's service agreement assures the switch to fully redundant hardware and software at the business continuity data center would take no more than one (1) hour.
- IBHIS business continuity services requirements include High Availability for the primary data center and High Availability for the business continuity data center as a "Hot Site." A Hot Site means that if the primary data center becomes unavailable, EHR processing transfers to the business continuity data center in a matter of minutes with loss of data limited to only those transactions that had not been committed at the time of failure.
- Infrastructure for High Availability for an EHR system, including High Availability at the business continuity data center, is not currently available through ISD. Although it could be made available, ISD may not be able to deliver the necessary improvements for a timely and reliable start for the IBHIS implementation.
- Hosting IBHIS with Netsmart will eliminate any confusion as to where the responsibility lies when a problem arises (e.g. software, hardware, or network problems). In this case, Netsmart will be responsible for both the software and operational environment.
- Netsmart's hosting option comes with the added advantages of an enforceable service agreement that provides price and performance guarantees, including penalties if Netsmart fails to meet contractual service levels; neither of which are the case with ISD's solution.
- Netsmart's hosting solution is available at a cost comparable to that of ISD's hosting solution.
- Netsmart's application specific knowledge all but eliminates any learning curve for getting the application software installed, configured, and optimized in the hosting environment so that IBHIS is available for the project team to begin implementation activities.

Each Supervisor
March 30, 2011
Page 3

- To gain early user acceptance, it is critically important that the IBHIS implementation has a successful and reliable start. Netsmart hosting is the best option for achieving and continuing that experience.
- Recommendations obtained from Gartner Group for Health Delivery Organizations preferred deployment model and evaluation criteria confirm the Department's selection of Netsmart's hosting solution.

Taking into account the obligation for DMH to coordinate care with the Department of Health Services and other healthcare providers under the California Medi-Cal Uninsured Care 1115 Waiver, and comply with the Board motion dated February 3, 2009, to have IBHIS interface effectively, using national standards where they are available, with other County information systems and to support Strategy 4 (Data Sharing) of Goal 4 (Health and Mental Health) of the County's Strategic Plan through integration projects, it is imperative that DMH obtain an EHR system and appropriate hosting solution as soon as possible. As noted by Gartner Group "One of the most compelling reasons for considering remote hosting is when the IT department cannot easily or affordably meet performance and availability requirements for mission-critical system – particularly those that surround the clinical workflow."¹

NOTIFICATION TIMELINE

Unless otherwise instructed by your Board within two (2) weeks, DMH will proceed to negotiate a sole source service agreement for hosting services with Netsmart. The negotiated service agreement will be incorporated into the resultant IBHIS Agreement that will be brought to your Board for approval.

If you have any questions or need additional information, please contact me at (213) 738-4601, or your staff may contact Robert Greenless, Ph.D., DMH Chief Information Officer, at (213) 251-6481.

MJS:RK:MM:RG

c: Executive Officer, Board of Supervisors
County Counsel
Chief Executive Officer
Sheila Shima, CEO
David Chittenden, ISD
Robert Greenless, Ph.D.
Henry Balta, County CIO
Margo Morales

¹*Hype Cycle for Healthcare Provider Applications and Systems, 2010*, Gartner Research Group, Gartner Research ID Number: G00205364, Publication Date: 27 July 2010, Page 56. The complete publication may be accessed by Gartner subscribers at <https://www.gartner.com/login/> using the Research ID Number above.

Each Supervisor
March 30, 2011
Page 4

REVIEWED BY:

 4-4-11
Richard Sanchez Date
Chief Information Officer


NoticeInt/HostingSolution/v14
(03/30/11)

SOLE SOURCE CHECKLIST

Netsmart/Integrated Behavioral Health Information System (IBHIS)

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
√	<p>Identify applicable justification and provide documentation for each checked item.</p> <p>➤ Only one bona fide source for the service exists; performance and price competition are not available.</p> <p>Netsmart has the expertise and knowledge to deliver a hosting solution for an Electronic Health Record (EHR) system in a behavioral health environment. They provide a high level of reliability backed up by the robust business continuity solution required for the Integrated Behavioral Health Information System (IBHIS) at a price that is competitive with County internal hosting. No other source of hosting services can combine high-availability hosting, a physically separate and very robust business continuity data center, and Netsmart's specific knowledge of the Netsmart EHR product.</p> <p>Netsmart provides the infrastructure at the level needed for IBHIS and uses well documented policies and procedures. The primary data center and business continuity data center site are certified under the Statement on Auditing Standards No. 70 (SAS 70) Type II. Netsmart's use of the International Organization of Standardization (ISO) 27001 network security compliance model brings information security under explicit management control. Their business continuity data center site has connectivity through four (4) different telecommunication carriers from three (3) different directions, thereby establishing a true business continuity environment that is beyond what ISD is currently able to provide. It is in the overall best interest of the County to use this hosting option given that Netsmart's comprehensive hosting environment is optimized for the delivery of healthcare services and competitively priced.</p>
√	<p>➤ Quick action is required (emergency situation).</p> <p>During contract negotiations, it became clear that given what was currently available in the County to support system high availability backed up by a robust business continuity plan, the County would not be able to deliver a fully functional hosting solution upon finalization of the agreement and in time for a reliable start of the IBHIS implementation. In contrast, Netsmart's service agreement assures the County that a fully functional hosting solution is delivered in time for a reliable start of the IBHIS implementation. In addition, Netsmart's application specific knowledge all but eliminates the learning curve for getting the application software installed, configured, and optimized in the hosting environment, thus enabling the project team to begin implementation activities as soon as possible.</p> <p>The Internal Services Department (ISD), the only potential data center services provider in the County, is primarily experienced with County administrative information systems. There is a wide gap between running</p>

	<p>administrative systems and hosting an EHR system, no matter how complex administrative systems may be. The security, privacy, and high reliability requirements associated with an EHR system require specialized expertise. Decision making must also be guided by an understanding of the impact of EHR system downtime on the delivery of healthcare services.</p>
	<p>➤ Proposals have been solicited but no satisfactory proposals were received. Not applicable.</p>
	<p>➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider. Not applicable.</p>
	<p>➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives. Not applicable.</p>
√	<p>➤ It is in the best interest of the County e.g., administrative cost savings, excessive learning curve for a new service provider, etc.</p> <p>Netsmart's hosting solution provides several advantages that are in the best interest of the County:</p> <ul style="list-style-type: none"> • The cost of Netsmart's hosting solution is competitive with both other commercial hosting solutions and County internal hosting cost projections. • Netsmart's hosting option comes with the added advantages of an enforceable service level agreement that will provide price and performance guarantees, including penalties if Netsmart fails to meet contractual service levels. • Netsmart will be responsible for the software, hardware, and operational environment, which means hosting IBHIS with them will eliminate any confusion as to where the responsibility lies when a problem arises (e.g., software, hardware, or network problems). This, in turn, will decrease the amount of time and resources that the Department of Mental Health (DMH) will need to allocate to help resolve system issues, as well as decrease the length of system downtime and impact to end users. <p>Hosting within the County or any vendor not familiar with the Netsmart application would entail a long learning curve that would inevitably slow down the implementation of IBHIS. Slowing down the implementation of IBHIS carries the following risks:</p> <ul style="list-style-type: none"> • DMH could miss an opportunity to accrue "meaningful use" payments under the American Recovery and Reinvestment Act (ARRA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) that could amount to \$12 Million over six (6) years.

	<ul style="list-style-type: none"> • DMH could be exposed to penalties if it has not achieved meaningful use of an EHR by 2014. • DMH would be delayed in its participation in the Los Angeles Network for Enhanced Services (LANES) and the County Enterprise Master Person Index (EMPI). • Coordination of care across DMH and between DMH and physical health partners under the California Medi-Cal Uninsured Care 1115 Waiver (1115 Waiver) may be compromised until IBHIS is fully implemented. This could have both quality of care and financial implications. • Any substantial delay due to hosting learning curve carries the risk of pushing the DMH implementation past the term of the current Sierra Systems' agreement. This could require an additional amendment to the agreement and additional expenditure of funds intended to support IBHIS.
✓	<p>➤ Other reason. Please explain:</p> <ul style="list-style-type: none"> • On March 30, 2011, your Board was notified of DMH's intent to enter into sole source service agreement negotiations with Netsmart for hosting services.
<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  <p>Sheila Shima, Deputy Chief Executive Officer, CEO</p> </div> <div style="text-align: center;"> <p>9/25/11</p> <p>Date</p> </div> </div>	