

50 September 24, 2024



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

Curley L. Bonds, M.D.
Chief Medical Officer

Connie D. Draxler, M.P.A.
Acting Chief Deputy Director

September 24, 2024

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

Dear Supervisors:

**APPROVAL OF SOLE SOURCE AMENDMENT NUMBER EIGHT TO EXTEND THE EXISTING
AGREEMENT NUMBER 77676 WITH NETSMART TECHNOLOGIES, INC.
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

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

SUBJECT

Request approval of sole source Amendment Number Eight to Agreement Number 77676 with Netsmart Technologies, Inc., to extend the existing agreement on a sole source basis for the continued provision of the Integrated Behavioral Health Information System.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to negotiate, sign, and execute a sole source Amendment, substantially similar to Attachment I, with Netsmart Technologies, Inc., (Netsmart) to extend the existing agreement in order to continue the provision of the Integrated Behavioral Health Information System (IBHIS). The Amendment to Agreement 77676 with Netsmart Technologies, Inc., will be effective December 24, 2024 to: a) extend the agreement for two years with three optional one-year extensions; b) add \$2,498,288 in Pool Dollars and \$10,323,352 for system maintenance for year one; and c) add \$2,573,236 in Pool Dollars and \$10,633,053, for system maintenance for year two, a total increase of \$ 26,027,929, funded by Mental Health Services Act and other departmental operating revenues, for a revised Total Contract Sum (TCS) of \$ 151,994,692.

2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the Agreement described in Recommendation 1 to revise Agreement language, add, delete, modify, or replace Other Professional Services/Change Notices and Service Level Requirements; allow for the rollover of unspent funds; and/or reflect federal, State, and County regulatory and/or policy changes; increase the TCS provided that: 1) the increase does not exceed ten percent of the TCS approved by your Board in Recommendation 1; and 2) sufficient funds are available. These amendments will be subject to prior review and approval as to form by County Counsel and County Chief Information Officer (CCIO), if applicable, with written notice to the Board and the Chief Executive Officer (CEO).

3. Delegate authority to the Director, or designee, to terminate the contract described in Recommendation 1 in accordance with the Contract's termination provisions, including Termination for Convenience. The Director, or designee, will notify your Board and CEO, in writing, of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of Recommendation 1 will allow Department of Mental Health (DMH) to amend the existing Agreement with Netsmart to extend the agreement for two years with three optional one-year extensions and to increase pool dollars by \$5,071,524 and \$20,956,405 for system maintenance for a total increase of \$26,027,929 and a revised TCS of \$151,994,692.

Board approval of Recommendation 2 will enable DMH to revise Agreement language; add, delete, modify, or replace Other Professional Services/Change Notices and Service Level Requirements; allow for the rollover of unspent funds; reflect federal, State, and County regulatory and/or policy changes; and increase the contract sum not to exceed ten percent of the Board adopted contract sum in Recommendation 1.

Board approval of Recommendation 3 will allow DMH to terminate the agreement in accordance with the termination provisions, including Termination for Convenience, in a timely manner, as necessary.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan North Star 3, Realize Tomorrow's Government Today, via Focus Area Goal F. Flexible and Efficient Infrastructure strategy ii: Modernize Infrastructure.

FISCAL IMPACT/FINANCING

The TCS increase of \$26,027,929 is funded as follows:

The increase for year one is \$12,821,640 primarily funded by Mental Health Services Act as well as other departmental operating revenues. Sufficient funding is included in DMH's Adopted Budget for Fiscal Year (FY) 2024-25 for this action.

The increase for year two of \$13,206,289 will be included in DMH FY 2025-26 Budget Request.

Additional funding for future years will be requested through the succeeding DMH annual budget process.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

IBHIS is a web-enabled fully integrated software system that currently provides clinical, administrative, financial, and secure data sharing functionality to support the State of California Department of Health Care Services (DHCS) Medi-Cal and Federal Medicare programs. DMH's implementation of IBHIS has proven to be the most comprehensive solution in serving the largest mental health population in the country. DHCS and Los Angeles County (County) have a highly complex set of requirements, processes, and policies for medical billing and mental health providers. Over the span of ten years, the County has invested nearly \$124 million in the existing IBHIS, as it has been customized to fit the complex needs of the state and County. DHCS encouraged counties to use a common Electronic Health Record (EHR) System. The California Mental Health Services Authority (CalMHSA), an independent administrative and fiscal public entity representing California Counties, took the State's guidance and procured a semi-Statewide EHR system, SmartCare by Streamline. In order to meet the State and County requirements for this transition, DMH will require more time to evaluate system features and functionality of Streamline's system. In addition, DMH requires time to perform a gap analysis between IBHIS and SmartCare during which time DMH must have an EHR system in place until it can determine the feasibility of DMH transitioning to the system procured by CalMHSA or posting a solicitation to procure a new system which meets DMH's requirements.

The sole source amendment (Attachment I) has been reviewed and approved as to form by County Counsel. In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer has reviewed this Board Letter and recommends approval. The CIO determined that because no new technology is being implemented and the request is only to extend the term of the agreement to allow DMH sufficient time to evaluate the new system procured by CalMHSA and add to the Total Contract Sum, no formal CIO Analysis is required.

In accordance with Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH is required to notify your Board at least six months prior to the expiration of an existing contract when there is no delegated authority to amend. On December 14, 2023, DMH Notified your Board (Attachment II) of its intent to execute a sole source amendment with Netsmart to extend the term and increase the total contract sum. The Board notification was reviewed by CIO prior to being briefed at the Operations Cluster on December 13, 2023. The required Sole Source Checklist (Attachment III), as approved by CEO, is also attached.

As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure compliance with all Contract terms and performance standards.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to have a system in place while further evaluating the semi-Statewide EHR System, Streamline, and performing a gap analysis between IBHIS and Streamline.

The Honorable Board of Supervisors

9/24/2024

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Respectfully submitted,

Handwritten signature of Lisa H. Wong, Psy.D. in black ink.

LISA H. WONG, Psy.D.

Director

Handwritten signature of Peter Loo in blue ink.

Peter Loo
Chief Information Officer

LHW:CDD:KN:SK:MC:ZW:atm

Enclosures

c: Executive Office, Board of Supervisors

Chief Executive Office
County Counsel
Chief Information Officer

ATTACHMENT I

DEPARTMENT OF MENTAL HEALTH



**AMENDMENT NUMBER EIGHT TO
COUNTY AGREEMENT NUMBER 77676**

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

NETSMART TECHNOLOGIES, INC.

FOR AN

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

September 2024

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

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

WHEREAS, County and Contractor intend to enter into Amendment Number Eight for the purpose of (i) extending the contract for two years starting December 24, 2024 through December 23, 2026 with three optional one year extensions (ii) increase in System Maintenance of \$20,956,405 (Years 12 and 13), (iii) increase of \$5,071,524 in Pool Dollars for Other Professional Services and Change Notices needed for post-implementation System operations work (iv) revising Exhibit C (Price and Scheduling Payments); and (v) to update and add to the Agreement certain other Board required provisions.

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

1. Amendment Number Eight is effective December 24, 2024.
2. The Total Contract Sum will be increased by \$26,027,929 fully funded by Mental Health Services Act and other departmental operating revenues for a total contract sum of \$ 151,994,692.

3. CONSTRUCTION

- 3.1 Capitalized terms used in this Amendment Number Eight without further definition shall be the meaning ascribed to them in the Agreement.
- 3.2 As used in this Amendment Number Eight, words and phrases such as "including," "for example," "e.g.," and "such as," are intended to be descriptive and not limited.

4. AMENDMENTS TO THE BASE DOCUMENT

- 4.1 Paragraph 1.4 (Definitions) is hereby amended to add the following definitions thereto in the appropriate alphabetical order:

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

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

- 4.2 Paragraph 5 of the Agreement (TERM) is amended to add subparagraph 5.1.1:

“5.1.1 This Agreement will be extended for two years, through December 23, 2026.

At the end of the extension Term, County may, at its sole option extend this Agreement for up to three additional one-year periods. Each such extension may be exercised at the sole discretion of the Department of Mental Health (DMH) Director or designee, as authorized by the Board of Supervisors. If County does not extend this Agreement, this Agreement will be deemed terminated under Paragraph 34 (Termination for Convenience) provided that if County elects not to exercise its option to extend the remaining Option Term(s) will automatically lapse.

County will be deemed to have exercised an Option Term automatically, without further act, unless no later than 180 days prior to the expiration of the Extension Term or any Option Term, County notifies Contractor in writing that it elects not to extend the Agreement pursuant to this Paragraph 5.1.1 or it extends the Agreement on a month-to-month basis pursuant to Paragraph 5. 3 (Month-To-Month Extensions) below. The Extension Term, any option term extensions, and any month-to-month extensions will be referred to as the “Term.”

- 4.3 Paragraphs 7.1 (Contract Sum – General) and 7.2 (Pool Dollars) of Paragraph 7 (CONTRACT SUM) will be deleted in their entireties and replaced as follows:

“7.1 Contract Sum – General

The “Contract Sum” under this Agreement will be the total monetary amount that may be payable by County to Contractor for supplying all the Work requested, specified and Accepted by County under this Agreement. The Contract Sum (excepting the Pool Dollars set forth in Paragraph 7.2) and schedule of payments in respect of the Work provided hereunder will be as set forth in Exhibit C (Price and Schedule of Payments), which payments will be paid in accordance with and upon satisfaction of, the terms and conditions of this Agreement, including the Exhibits and Attachments hereto. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed One Hundred and Fifty-One Million, Nine Hundred Ninety-Four Thousand, Six Hundred Ninety-Two Dollars (\$151,994,692), unless the Contract Sum is modified pursuant to a duly approved amendment to this Agreement executed by County’s Board of Supervisors or designee and Contractor pursuant to Paragraph 6 (Change Notices and Amendments). Notwithstanding any provision of this Paragraph 7.1, Contractor shall fully perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement.

7.2 Pool Dollars

The pool dollars remaining from Amendment number 7 (\$5,314,322), will be added to the pool dollars requested with this amend for \$5,071,524. Hence the aggregate amount of Pool Dollars available under this Agreement shall not exceed Twenty-Nine Million, Seven Hundred and Seventy-Seven Thousand, Nine Hundred and Two Dollars (\$29,777,902), plus any net reduction in the total price of all System Software, Maintenance and Support Fees, and Hosting Services Fees under the Agreement resulting from Change Notices(CN) executed in accordance with Paragraph 6 (Change Notices and Amendments), plus any net surplus remaining after the completion of budgeted professional

services for less total expenditure than what was budgeted.”

- 4.4 The Change Notices executed for maintenance and support services, and hosting services that are due for renewal after December 23, 2024 – will be added to the base contract.

Maintenance and Support Services included to the base contract are:

- Additional 500 Cache Licenses (CN85, CN107)
- CareConnect/Care Pathways Extension (CN105)
- EPCS Tokens + Order Connect Extension (CN104)
- RevConnect (CN119)
- IPAAS (HIDEX)(CN109)
- Pyxis Integration (CN110)
- AVATAR and Provider Connect Multi Factor Authentication (CN108)
- Carequality(CN102)
- Emergency Department Information Exchange (PointClickCare) – CN115
- NTST Telehealth(CN112)
- CPT Code Licensing(CN113)
- Caremanager – ECM(CN118)
- Caremanager- Care Act (CN117)

Hosting Services included to the base contract are:

- Additional Hosting Environments(CN106)
- Scriptlink(CN106)

- 4.5 Paragraph 15.5.4(iii) (Privacy/Network Security (Cyber) Liability) to Paragraph 15 (INDEMNIFICATION, INSURANCE, AND PERFORMANCE SECURITY) i will be deleted it in its entirety and replaced as follows:

“(iii) Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$5 million per occurrence and \$15 million in the aggregate during the Term of the agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Agreement. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County’s request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor’s liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.”

- 4.6 Paragraph 32 of the Agreement (TERMINATION FOR DEFAULT) subsection 32.6 will be deleted in its entirety and replaced as follows:

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

Except for Contractor’s indemnity obligations in this Agreement, the cumulative liability of Contractor to County for any actual or alleged damages arising out of Contractor’s performance or non-performance of this Agreement, whether based upon breach of contract, tort (including negligence), warranty or any other legal theory, will not exceed Twenty-Five Million Dollars (\$25,000,000).”

- 4.7 Paragraph 97 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) is added to the Agreement as follows:

“97. Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.”

- 4.8 Paragraph 98 (Mental Health Services Act Resolution Procedure) is added to the Agreement as follows:

“98. Mental Health Services Act Issue Resolution Procedure

The California State Department of Health Care Services (DHCS) guidelines requires that all Mental Health Services Act (MHSA) issues be documented by DMH. This MHSA Issue Resolution Process (Exhibit Z), developed in collaboration with various public mental health stakeholders, provides information regarding the resolution process to address local issues related to MHSA, access to services and MHSA requirements.”

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

Exhibit C (Price and Schedule of Payments) to the Agreement will be added with Exhibit C (Price and Schedule of Payments) revised on July 15, 2024, which is attached hereto and incorporated herein by reference.

6. EXHIBITS

Exhibit M-2 (Business Associate Agreement) revised on June 13, 2024, Exhibit D.7 (Information Security and Privacy Requirements for Contracts) revised on June 27, 2024, Exhibit Y (Contribution and Agent Declaration Form), and Exhibit Z (Mental Health Services Act Issue Resolution Guideline Process), will be added to the Agreement, attached hereto and incorporated herein by reference.

7. INCORPORATION OF 'WHEREAS' CLAUSES

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

8. OTHER AGREEMENT PROVISIONS

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

9. AUTHORITY

Contractor and the person executing this Amendment Number Eight on behalf of Contractor hereby represent and warrant that the person executing this Amendment Number Eight for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

10. ARM'S LENGTH NEGOTIATIONS

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

11. ENTIRE AGREEMENT

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

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

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Amendment Number Eight to County Agreement Number 77676 to be subscribed by County's Director of Mental Health, or his Designee, and Contractor has caused this Amendment Number Eight to be subscribed on its behalf by its duly authorized officer, this ___ day of, 2024.

COUNTY OF LOS ANGELES

By: _____
Lisa Wong, Psy.D.
Director of Mental Health

CONTRACTOR

NETSMART TECHNOLOGIES, INC.

By: _____
Signature

Joseph McGovern
Print Name

Executive Vice President
Title

APPROVED AS TO FORM:

By: _____
Patrice Salseda
Principal Deputy County Counsel

AMENDMENT NUMBER EIGHT TO
AGREEMENT NUMBER 77676

ATTACHMENT 1

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

EXHIBIT C
HOSTING, MAINTENANCE AND SUPPORT FEE SCHEDULE

Item no.	CATEGORY	Contract Year 12 and Year 13		Optional Years		
		Year 12(CY2025)	Year 13(CY2026)	Year 14(CY2027)	Year 15(CY2028)	Year 16(CY2029)
1.00	Hosting Services					
1.01	Base Original Contract	\$ 3,351,315.12	\$ 3,451,854.57	\$ 3,555,410.21	\$ 3,662,072.52	\$ 3,771,934.69
1.02	Script Link Hosting and Additl Environments	\$ 212,554.92	\$ 218,931.57	\$ 225,499.51	\$ 232,264.50	\$ 239,232.44
HOSTING ANNUAL MAXIMUM		\$ 3,563,870.04	\$ 3,670,786.14	\$ 3,780,909.73	\$ 3,894,337.02	\$ 4,011,167.13

2.00	Maintenance and Support					
2.01	Avatar Base System	\$ 1,860,068.76	\$ 1,915,870.82	\$ 1,973,346.95	\$ 2,032,547.36	\$ 2,093,523.78
2.02	Avatar EHR	\$ 568,325.16	\$ 585,374.91	\$ 602,936.16	\$ 621,024.25	\$ 639,654.97
2.03	Avatar MSO	\$ 272,525.64	\$ 280,701.41	\$ 289,122.45	\$ 297,796.13	\$ 306,730.01
2.04	Connect Suite	\$ 630,644.28	\$ 649,563.61	\$ 669,050.52	\$ 689,122.03	\$ 709,795.69
2.05	Ultimedex	\$ 44,211.72	\$ 45,538.07	\$ 46,904.21	\$ 48,311.34	\$ 49,760.68
2.06	Kofax Capture	\$ 26,981.88	\$ 27,791.34	\$ 28,625.08	\$ 29,483.83	\$ 30,368.34
2.07	500 Cache Licenses- CN85 and CN107	\$ 228,614.89	\$ 235,473.33	\$ 242,537.53	\$ 249,813.66	\$ 257,308.07
2.08	CareConnect/Care Pathways Extension(CN105)	\$ 619,859.19	\$ 638,454.97	\$ 657,608.62	\$ 677,336.87	\$ 697,656.98
2.09	EPCS 350 Tokens + OC Extension(CN104)	\$ 487,891.22	\$ 502,527.96	\$ 517,603.80	\$ 533,131.91	\$ 549,125.87
2.10	RevConnect Maintenance & Support-CN119	\$ 115,239.20	\$ 118,696.38	\$ 122,257.27	\$ 125,924.99	\$ 129,702.74
2.11	IPAAS (HIDEX)-CN96	\$ 178,949.32	\$ 184,317.80	\$ 189,847.33	\$ 195,542.75	\$ 201,409.03
2.12	Pyxis - CN110	\$ 3,442.26	\$ 3,545.53	\$ 3,651.89	\$ 3,761.45	\$ 3,874.29
2.13	AVATAR and PC MFA-CN108	\$ 81,036.73	\$ 83,467.84	\$ 85,971.87	\$ 88,551.03	\$ 91,207.56
2.14	Carequality- CN102	\$ 24,720.00	\$ 25,461.60	\$ 26,225.45	\$ 27,012.21	\$ 27,822.58
2.15	EDIE- (Collective)- CN115	\$ 43,378.45	\$ 44,679.80	\$ 46,020.20	\$ 47,400.80	\$ 48,822.83
2.16	NTST Telehealth-CN112	\$ 247,200.00	\$ 254,616.00	\$ 262,254.48	\$ 270,122.11	\$ 278,225.78
2.17	CPT Code Licensing-CN113	\$ 90,393.46	\$ 93,105.26	\$ 95,898.42	\$ 98,775.37	\$ 101,738.63
2.18	Caremanager- ECM-CN118	\$ 483,069.96	\$ 497,562.06	\$ 512,488.92	\$ 527,863.59	\$ 543,699.49
2.19	Caremanager- Carecourt-CN117	\$ 752,930.29	\$ 775,518.20	\$ 798,783.74	\$ 822,747.26	\$ 847,429.67
MAINTENANCE AND SUPPORT ANNUAL MAXIMUM		\$ 6,759,482.41	\$ 6,962,266.88	\$ 7,171,134.89	\$ 7,386,268.93	\$ 7,607,857.00

ANNUAL COST HOSTING AND M&S	\$ 10,323,352.45	\$ 10,633,053.02	\$ 10,952,044.61	\$ 11,280,605.95	\$ 11,619,024.13
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EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

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

I. DELIVERABLES

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT ⁽¹⁾	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 1.1 - Project Planning ⁽³⁰⁾	\$40,200	\$40,200	
Deliverable 1.2 - Contractor Staff ⁽³⁰⁾	\$153,360	\$153,360	
Deliverable 1.3 - Detailed Work Plan ⁽³⁰⁾	\$95,322	\$95,322	
Deliverable 2.0 - Project Status Reports M1 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M2 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M3 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M4 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M5 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M6 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M7 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M8 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M9 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M10 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M11 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M12 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M13 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M14 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M15 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M16 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M17 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M18 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M19 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M20 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M21 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M22 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M23 ⁽³⁰⁾	\$47,089	\$47,089	
Deliverable 2.0 - Project Status Reports M24 ⁽³⁰⁾	\$47,089	\$47,089	

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT ⁽¹⁾	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 3.1.1 - Prepare Data Center ⁽⁵⁾	\$55,493	\$55,493	
Deliverable 3.1.2 - Provide Dedicated Network ⁽¹²⁾⁽⁵⁾	\$180,084	\$180,084	
Deliverable 3.1.3 - Provide System Administration Portal ⁽⁵⁾	\$437,326	\$437,326	
Deliverable 3.1.4 - Confirm Hosting Environment is Established ^{(13) (5)}	\$411,605	\$411,605	
Deliverable 3.1.5 - Provide Monthly Hosting Services M4 ⁽⁵⁾	\$92,748	\$92,748	
Deliverable 3.1.5 - Provide Monthly Hosting Services M5 ⁽⁵⁾	\$92,748	\$92,748	
Deliverable 3.1.5 - Provide Monthly Hosting Services M6 ⁽⁵⁾	\$92,748	\$92,748	
Deliverable 3.1.5 - Provide Monthly Hosting Services M7 ⁽⁵⁾	\$92,748	\$92,748	
Deliverable 3.1.5 - Provide Monthly Hosting Services M8 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M9 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M10 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M11 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M12 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M13 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M14 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M15 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M16 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M17 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M18 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M19 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M20 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M21 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M22 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M23 ⁽⁵⁾	\$148,292	\$148,292	
Deliverable 3.1.5 - Provide Monthly Hosting Services M24 ⁽⁵⁾	\$148,288	\$148,288	
Deliverable 3.2 - Application Software Delivery ⁽⁹⁵⁾⁽¹⁰⁰⁾	\$10,123,467	\$7,338,877	\$2,784,590
Deliverable 3.2.1 - Early Project Development Environment ⁽⁵⁾	\$28,290	\$28,290	
Deliverable 3.2.2 - Three Additional Project Development Environments ⁽⁵⁾⁽⁴⁴⁾	\$75,051	\$75,051	
Deliverable 3.3 - Load Baseline Application Software	\$1,523,040	\$1,165,804	\$357,236
Deliverable 3.4 - Synchronize for Application and Database Replication ⁽³⁰⁾	\$96,348	\$96,348	

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT ⁽¹⁾	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 4.1 - Training Plan ⁽³⁰⁾	\$88,787	\$88,787	
Deliverable 4.2 - Training ⁽⁵⁾	\$647,688	\$647,688	
Deliverable 4.3 - Training Materials ⁽⁵⁾	\$259,440	\$259,440	
Deliverable 5.0 - Configure System ⁽³⁰⁾	\$3,990,938	\$3,730,718	\$260,220
Deliverable 6.1 - Integration ⁽⁵⁾⁽¹⁴⁾⁽²³⁾⁽⁴²⁾	\$562,170	\$562,170	
Deliverable 7.0 - Custom Programming Modifications ⁽²⁾⁽³⁾⁽¹⁵⁾⁽¹⁷⁾⁽¹⁸⁾⁽¹⁹⁾⁽²⁰⁾⁽²¹⁾⁽²⁴⁾⁽²⁵⁾⁽²⁷⁾⁽²⁸⁾⁽³²⁾⁽³⁴⁾⁽³⁵⁾⁽³⁶⁾⁽³⁷⁾⁽³⁸⁾⁽³⁹⁾⁽⁴⁰⁾⁽⁴¹⁾⁽⁴³⁾⁽⁴⁶⁾⁽⁴⁷⁾⁽⁵⁰⁾⁽⁵⁸⁾⁽⁵⁹⁾⁽⁶⁰⁾⁽⁶¹⁾⁽⁶²⁾⁽⁶³⁾⁽⁶⁴⁾⁽⁶⁵⁾⁽⁶⁷⁾⁽⁶⁸⁾⁽⁶⁹⁾⁽⁷⁰⁾⁽⁷¹⁾⁽⁷²⁾⁽⁷³⁾⁽⁷⁴⁾⁽⁷⁵⁾⁽⁷⁶⁾⁽⁷⁷⁾⁽⁷⁸⁾⁽⁷⁹⁾⁽⁸⁰⁾⁽⁸¹⁾⁽⁸²⁾⁽⁸⁵⁾⁽⁸⁶⁾⁽⁸⁷⁾⁽⁸⁸⁾⁽⁸⁹⁾⁽⁹⁶⁾⁽⁹⁸⁾⁽⁹⁹⁾⁽¹⁰²⁾⁽¹⁰⁶⁾⁽¹¹⁰⁾⁽¹¹¹⁾⁽¹¹²⁾⁽¹¹³⁾⁽¹¹⁴⁾⁽¹¹⁵⁾⁽¹¹⁶⁾⁽¹¹⁷⁾⁽¹¹⁸⁾⁽¹²⁷⁾⁽¹³⁰⁾⁽¹³²⁾⁽¹³⁸⁾⁽¹³⁹⁾	\$6,319,766	\$6,319,766	
Deliverable 8.1 - System Test Plan	\$123,799	\$86,659	\$37,140
Deliverable 8.2 - Module Tests	\$847,152	\$847,152	
Deliverable 8.3 - Reporting Tool Tests ⁽³⁰⁾	\$212,400	\$212,400	
Deliverable 8.4 - System Integration Test ⁽⁵⁾	\$101,280	\$101,280	
Deliverable 8.5 - System Performance Test ⁽⁵⁾	\$116,604	\$116,604	
Deliverable 9.1 - Data Conversion Plan ⁽³⁰⁾	\$69,645	\$69,645	
Deliverable 9.2 - Data Conversion Programs	\$56,400	\$39,480	\$16,920
Deliverable 9.3 - Data Conversion Test ⁽⁵⁾	\$478,188	\$478,188	
Deliverable 9.4 - Conversion ⁽⁵⁾	\$61,047	\$61,047	
Deliverable 10.1 - System Cutover Plan ⁽¹⁶⁾⁽²⁶⁾⁽³¹⁾⁽⁵⁴⁾⁽⁵⁷⁾⁽⁹³⁾⁽⁹⁴⁾	\$4,732,095	\$4,712,439	\$19,656
Deliverable 10.1.1 - Pilot 1 Production Use ⁽⁵⁾⁽³⁰⁾	\$0	\$0	
Deliverable 10.2 - Pilot Tests ⁽⁵⁾⁽³³⁾	\$3,087,942	\$3,087,942	
Deliverable 10.2.1 - Pilot Test System as Part of DMH Service Devliery for Directly Operated ⁽⁴⁸⁾	\$0	\$0	
Deliverable 10.3 - Final System Acceptance ⁽³⁾⁽⁵⁾⁽⁶⁶⁾			
Deliverable 11.1 - Close-Out Plan ⁽²⁾			
Deliverable 11.2 - Data Files ⁽²⁾			
Deliverable 11.3 - Claims Run-Out Services ⁽²⁾			
Deliverable 11.4 - Audit Requests ⁽²⁾			
SEVEN, FORTY-EIGHT, FORTY-NINE, FIFTY, FIFTY-ONE, FIFTY-TWO, FIFTY-THREE, FIFTY-FIVE, FIFTY-SIX, FIFTY-SEVEN, FIFTY-EIGHT, FIFTY-NINE, SIXTY, SIXTY-ONE, SIXTY-TWO, SIXTY-THREE, SIXTY-FOUR, SIXTY-FIVE, SIXTY-SIX, SIXTY-SEVEN, SIXTY-EIGHT, SIXTY-NINE, SEVENTY, SEVENTY-THREE, SEVENTY-FOUR, SEVENTY-FIVE, SEVENTY-SIX, SEVENTY-SEVEN, SEVENTY-NINE, EIGHTY, EIGHTY-ONE, EIGHTY-TWO, EIGHTY-THREE, EIGHTY-FOUR, EIGHTY-FIVE, EIGHTY-SIX, EIGHTY-SEVEN, EIGHTY-EIGHT, NINETY, NINETY-FIVE, NINETY-SIX, NINETY-SEVEN, NINETY-EIGHT, NINETY-NINE, ONE-HUNDRED, AND ONE-HUNDRED AND ONE, ONE-HUNDRED AND TWO, ONE-HUNDRED THREE, ONE-HUNDRED FOURTEEN, ONE-HUNDRED SIXTEEN SUB-TOTAL	\$38,997,015	\$35,521,253	\$3,475,762

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

DELIVERABLE DESCRIPTION	DELIVERABLE AMOUNT ⁽¹⁾	PAYMENT AMOUNT DUE UPON DELIVERABLE ACCEPTANCE	30% HOLDBACK AMOUNT UNTIL FINAL SYSTEM ACCEPTANCE
Deliverable 12.1 - Resource Plan for OrderConnect ⁽⁷⁾	\$2,268	\$1,588	\$680
Deliverable 12.2 - Update Detailed Work Plan for OrderConnect ⁽⁷⁾	\$2,722	\$1,905	\$817
Deliverable 13.1 - Delivery of OrderConnect and Documentation ⁽⁷⁾	\$1,512	\$1,058	\$454
Deliverable 14.1 - Training Plan for OrderConnect ⁽⁷⁾	\$4,494	\$3,146	\$1,348
Deliverable 14.2 - Training for OrderConnect ⁽⁷⁾	\$36,851	\$25,796	\$11,055
Deliverable 14.3 - Training Materials for OrderConnect ⁽⁷⁾	\$3,595	\$2,516	\$1,079
Deliverable 15.0 - Configure OrderConnect ⁽⁷⁾	\$4,536	\$3,175	\$1,361
Deliverable 16.1 - Provide BackChannel File Interface (Data Warehouse) ⁽⁷⁾	\$32,700	\$22,890	\$9,810
Deliverable 16.2 - Provide BackChannel File Interface (System) for OrderConnect ^{(7) (10)}	(10)	(10)	
Deliverable 16.3 - Provide InfoChannel File Interface (from County) for OrderConnect ⁽⁷⁾	\$39,000	\$27,300	\$11,700
Deliverable 16.4 - Provide InfoChannel File Interface (System) for OrderConnect ⁽⁷⁾⁽¹⁰⁾	(10)	(10)	
Deliverable 17.0 - Custom Programming Modifications ⁽⁷⁾	\$34,848	\$24,394	\$10,454
Deliverable 18.1- System Test Plan for OrderConnect ⁽⁷⁾	\$2,268	\$1,588	\$680
Deliverable 18.2 - Module Tests for OrderConnect ⁽⁷⁾	\$5,686	\$3,980	\$1,706
Deliverable 19.1 - Data Conversion Plan for OrderConnect ⁽⁷⁾	\$12,384	\$8,669	\$3,715
Deliverable 19.2 - Data Conversion Test for OrderConnect ⁽⁷⁾	\$20,640	\$14,448	\$6,192
Deliverable 20.1 - Cutover Plan for OrderConnect ⁽⁷⁾⁽⁵⁵⁾	\$134,501	\$131,304	\$3,197
Deliverable 20.2 - Pilot for OrderConnect ⁽⁷⁾	\$16,000	\$11,200	\$4,800
Deliverable 20.3 - Final Acceptance of OrderConnect ⁽⁷⁾⁽⁹⁾	(9)	(9)	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M17 ⁽⁵⁾⁽⁷⁾⁽⁸⁾	\$16,393	\$16,393	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M18 ⁽⁵⁾⁽⁷⁾⁽⁸⁾	\$16,393	\$16,393	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M19 ⁽⁵⁾⁽⁷⁾⁽⁸⁾	\$16,393	\$16,393	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M20 ⁽⁵⁾⁽⁷⁾⁽⁸⁾	\$16,884	\$16,884	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M21 ⁽⁵⁾⁽⁷⁾⁽⁸⁾	\$16,884	\$16,884	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M22 ⁽⁵⁾⁽⁷⁾⁽⁸⁾	\$16,884	\$16,884	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M23 ⁽⁵⁾⁽⁷⁾⁽⁸⁾	\$16,884	\$16,884	
Deliverable 20.3.1 - Provide Monthly OrderConnect Services M24 ⁽⁵⁾⁽⁷⁾⁽⁸⁾	\$16,884	\$16,884	
CHANGE NOTICE NUMBERS THREE AND FORTY-THREE FOR THE ORDERCONNECT MODULE SUB-TOTAL	\$487,604	\$418,556	\$69,048
FORTY-SIX, FORTY-SEVEN, FORTY-EIGHT, FORTY-NINE, FIFTY, FIFTY-ONE, FIFTY-TWO-FIFTY-THREE, FIFTY-FIVE, FIFTY-SIX, FIFTY-SEVEN, FIFTY-EIGHT, FIFTY-NINE, SIXTY, SIXTY-ONE, SIXTY-TWO, SIXTY-THREE, SIXTY-FOUR, SIXTY-FIVE, SIXTY-SIX, SIXTY-SEVEN, SIXTY-EIGHT, SIXTY-NINE, SEVENTY, SEVENTY-THREE, SEVENTY-FOUR, SEVENTY-FIVE, SEVENTY-SIX, SEVENTY-SEVEN, SEVENTY-NINE, EIGHTY, EIGHTY-ONE, EIGHTY-TWO, EIGHTY-THREE, EIGHTY-FOUR, EIGHTY-FIVE, EIGHTYSIX, EIGHTY-SEVEN, EIGHTY-EIGHT, NINETY, NINETY- FIVE, NINETY-SIX, NINETY-SEVEN, NINTY-EIGHT, AND ONE HUNDRED AND ONE, ONE HUNDRED FOURTEEN, ONE HUNDRED NINETEEN SUB-TOTAL	\$39,484,619	\$35,939,809	\$3,544,810
CHANGE NOTICE NUMBER THIRTY-NINE SUB-TOTAL	\$0	\$0	(\$3,044,810)
CHANGE NOTICE NUMBER FIFTY-FOUR SUB-TOTAL	\$0	\$0	(\$500,000)
TOTAL SCHEDULE OF PAYMENTS	\$39,484,619	\$35,939,809	\$0

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

II. CONTRACT SUM

Category	Total Cost
Implementation Services	\$39,484,619
Fixed One-Time Set-Up Fee ⁽⁴⁾	\$3,504,428
Maintenance and Support Services ⁽⁵³⁾⁽⁸³⁾⁽⁹²⁾⁽⁹³⁾⁽⁹⁴⁾⁽⁹⁵⁾⁽⁹⁷⁾⁽¹⁰⁰⁾⁽¹⁰³⁾⁽¹⁰⁴⁾⁽¹⁰⁶⁾⁽¹⁰⁷⁾⁽¹⁰⁸⁾⁽¹⁰⁹⁾⁽¹¹⁰⁾⁽¹¹¹⁾⁽¹¹³⁾⁽¹¹⁷⁾⁽¹²⁰⁾⁽¹²¹⁾⁽¹²²⁾⁽¹²³⁾⁽¹²⁴⁾⁽¹²⁵⁾⁽¹²⁶⁾⁽¹²⁸⁾⁽¹²⁹⁾⁽¹³¹⁾⁽¹³⁴⁾⁽¹³⁵⁾⁽¹³⁶⁾⁽¹³⁷⁾⁽¹⁴⁰⁾	\$46,274,255
Hosting Services ⁽⁴⁵⁾⁽¹⁰¹⁾⁽¹¹¹⁾	\$31,176,207
Contractor's On-Site Transitional Application Administrator ⁽⁶⁾⁽⁴⁹⁾	\$170,544
Peripheral Hardware ⁽¹¹⁾⁽²²⁾⁽⁹³⁾⁽⁹⁴⁾⁽⁹⁷⁾	\$42,418
Pool Dollars ⁽²⁹⁾⁽⁵⁰⁾⁽⁵¹⁾⁽⁵²⁾⁽⁹¹⁾⁽⁹⁶⁾⁽⁹⁷⁾⁽⁹⁸⁾⁽⁹⁹⁾⁽¹⁰⁰⁾⁽¹⁰¹⁾⁽¹⁰²⁾⁽¹⁰³⁾⁽¹⁰⁵⁾⁽¹⁰⁶⁾⁽¹¹⁰⁾⁽¹¹¹⁾⁽¹¹²⁾⁽¹¹³⁾⁽¹¹⁴⁾⁽¹¹⁵⁾⁽¹¹⁶⁾⁽¹¹⁷⁾⁽¹¹⁸⁾⁽¹¹⁹⁾⁽¹²⁰⁾⁽¹²¹⁾⁽¹²²⁾⁽¹²³⁾⁽¹²⁴⁾⁽¹²⁵⁾⁽¹²⁶⁾⁽¹²⁷⁾⁽¹²⁸⁾⁽¹²⁹⁾⁽¹³⁰⁾⁽¹³¹⁾⁽¹³²⁾⁽¹³³⁾⁽¹³⁴⁾⁽¹³⁵⁾⁽¹³⁶⁾⁽¹³⁷⁾⁽¹³⁸⁾⁽¹³⁹⁾⁽¹⁴⁰⁾	\$5,314,322
CONTRACT SUM	\$125,966,793

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

⁽¹⁸⁾ Upon the effective date of Change Notice Number Ten, dated June 28, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$438,346 [(\$228,690 for the Enhanced Web Services License, which includes \$39,690 for the first year annual Maintenance and Support Fee) and \$209,656 for Other Professional Services], and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽¹⁹⁾ Upon the effective date of Change Notice Number Eleven, dated August 15, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$18,288, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

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

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

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

⁽²³⁾ Upon the effective date of Change Notice Number Fifteen, dated August 16, 2013, the cost for this Deliverable includes Other Professional Services for an Integration Professional in the amount of \$164,280, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

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

⁽²⁵⁾ Upon the effective date of Change Notice Number Seventeen, dated August 16, 2013, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$36,168, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

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

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

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

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

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

⁽³¹⁾ Upon the effective date of Change Notice Number Twenty-Two, dated December 27, 2013, the cost for this Deliverable includes Other Professional Services to provide additional transitional operational services in the amount of \$2,175,480, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽³²⁾ Upon the effective date of Change Notice Number Twenty-Three, dated February 05, 2014, Contractor shall modify the Avatar Application Software identified in Change Notice Number Twenty-Three, at no additional cost to County, pursuant to the requirements in Attachment B.1 (Functional Requirements) of Exhibit B (Technical Solution Requirements) of the Agreement.

⁽³³⁾ Upon the effective date of Change Notice Number Twenty-Four, dated March 03, 2014, the cost for this Deliverable includes Other Professional Services to provide temporary staffing to support IBHIS Roll-Outs in the amount of \$2,124,640, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽³⁴⁾ Upon the effective date of Change Notice Number Twenty-Five, dated April 17, 2014, Contractor shall modify the Avatar Application Software identified in Change Notice Number Twenty-Five, at no additional cost to County, pursuant to the requirement in Attachment B.1 (Functional Requirements) of Exhibit B (Technical Solution Requirements) of the Agreement.

⁽³⁵⁾ Upon the effective date of Change Notice Number Twenty-Six, dated May 12, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$88,694, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽³⁶⁾ Upon the effective date of Change Notice Number Twenty-Seven, dated July 10, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$328,035, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

⁽³⁷⁾ Upon the effective date of Change Notice Number Twenty-Eight, dated July 10, 2014, the cost for this Deliverable includes Other Professional Services to provide up to four (4) temporary claims certification staff, in addition to the programming and project support staff, to assist in the IBHIS Contract Provider Claims Certification in the amount of \$468,456, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽³⁸⁾ Upon the effective date of Change Notice Number Thirty, dated September 30, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$24,698, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽³⁹⁾ Upon the effective date of Change Notice Number Thirty-One, dated September 30, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$26,984, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁴⁰⁾ Upon the effective date of Change Notice Number Thirty-Two, dated October 8, 2014, Contractor shall modify the Avatar Application Software identified in Change Notice Number Thirty-Two, at no additional cost to County, pursuant to the requirement in Attachment B.1 (Functional Requirements) of Exhibit B (Technical Solution Requirements) of the Agreement.

⁽⁴¹⁾ Upon the effective date of Change Notice Number Thirty-Three, dated October 8, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$34,221, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁴²⁾ Upon the effective date of Change Notice Number Thirty-Four, dated October 8, 2014, County has requested, and Contractor has agreed to defer Contractor's development of the Checkwrite File Interface pursuant to Task 6.1.1 (Develop Checkwrite File Interface) and Attachment A.1 (Auditor-Controller eCAPS Interfaces) and the Credentialing Interfaces pursuant to Task 6.1.3 (Develop Credentialing Interfaces) to Exhibit A (Statement of Work) of the Agreement. The development of such Interfaces will be completed at a later date at County's sole discretion.

⁽⁴³⁾ Upon the effective date of Change Notice Number Thirty-Five, dated October 8, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$33,842, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁴⁴⁾ Upon the effective date of Change Notice Number Thirty-Six, dated October 8, 2014, the cost for this Deliverable includes Other Professional Services to perform infrastructure Updates to the existing Hosting Environment in the amount of \$75,051, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁴⁵⁾ Upon the effective date of Change Notice Number Thirty-Six, dated October 8, 2014, 2014, the Monthly Hosting Services Fee of \$6,450, set forth in Schedule D.3 (Hosting Services Fee Schedule) to Exhibit D (Service Level Requirements,) shall commence only after month 8th of Year 1 and continue through Years 2 -5 for a Maximum Total of \$335,400, and County will make payment for such Hosting Services out of Pool Dollars pursuant to Paragraph 6.3 of the Agreement.

⁽⁴⁶⁾ Upon the effective date of Change Notice Number Thirty-Seven, dated October 8, 2014, Contractor shall modify the Avatar Application Software identified in Change Notice Number Thirty-Seven, at no additional cost to County, pursuant to the requirement in Attachment B.1 (Functional Requirements) of Exhibit B (Technical Solution Requirements) of the Agreement.

⁽⁴⁷⁾ Upon the effective date of Change Notice Number Thirty-Eight, dated October 8, 2014, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$142,242, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁴⁸⁾ Upon the effective date of Change Notice Number Thirty-Nine, dated December 19, 2014, County will make payment to Contractor for this new Deliverable in the amount \$3,044,810, originally tied to Final System Acceptance, for DMH Directly Operated functionality.

⁽⁴⁹⁾ Upon the effective date of Change Notice Number Thirty-Nine, dated December 19, 2014, Contractor shall provide on-site Transitional Application Administrator for Maintenance and Support Services pursuant to Task 10.2.1 (Pilot test System Mental Health Service Delivery Under Change Notice Number Thirty-Nine) of Exhibit A (Statement of Work) of the Agreement.

⁽⁵⁰⁾ Upon the Effective Date of Amendment Number Three, dated March 31, 2015, \$4,400,000 in Pool Dollars was allocated for County-requested Other Professional Services/Change Notices in accordance with Paragraph 4.5 (Other Professional Services) and Paragraph 6 (Change Notices and Amendments).

⁽⁵¹⁾ County acquired the CarePathways-CareGuidance Measures services as part of Connect Suite under Change Notice Number Forty-One, dated June 3, 2015, pursuant to Paragraph 6.8 and County made payment for this Items out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽⁵²⁾ County acquired CareConnect services under Change Notice Forty-One, dated June 3, 2015, pursuant to Paragraph 6.3 of the Agreement. Such services are required to exchange information for Meaningful Use reporting. County made payment of services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽⁵³⁾ Upon the effective date of Change Notice Number Forty-One, dated June 3, 2015, Maintenance and Support Services have been increased to add CarePathways-CareGuidance Measures and CareConnect services in the amount of \$879,700. This is for a 19-month term.

⁽⁵⁴⁾ Upon the effective date of Change Notice Number Forty-Two, dated June 3, 2015, the cost for this Deliverable includes Other Professional Services to assist County with the setup, configuration, and testing of the myHealthPointe, CarePathways-CareGuidance, CareConnect, OrderConnect and Avatar Application Software required to meet Meaningful Use criteria under the HITECH Act in the amount of \$245,387, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁵⁵⁾ Upon the effective date of Change Notice Number Forty-Three, dated June 3, 2015, Contractor shall implement the OrderConnect Formulary as part of the Meaningful Use (MU) stage 2 certification criteria to allow the County to qualify for MU incentive payments under the HITECH Act pursuant to Paragraph 4.5 (Other Professional Services) of the Agreement. Contractor provided twenty-two (22) additional prescriber usage Licenses under the OrderConnect module for a total of two hundred, seventy-two (272) prescribers pursuant to Paragraph 6.8 of the Agreement. County made payment for these Licenses out of Pool Dollars pursuant to Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽⁵⁶⁾ Upon the effective date of Change Notice Number Forty-Four, dated June 10, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$176,844, to assist DMH with the implementation of ICD-10 and to subscribe to Contractor's Diagnostic Content service, which will ensure compliance with HIPAA standards and implementation guides pursuant to the requirements of the Agreement. County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

⁽⁵⁷⁾ Upon the effective date of Change Notice Number Forty-Five, dated June 10, 2015, the cost for this Deliverable includes Other Professional Services to provide additional transitional operational services to the CBO and/or PSO in the amount of \$1,077,070, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁵⁸⁾ Upon the effective date of Change Notice Number Forty-Six, dated July 1, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications of the Avatar Cal-PM to allow for the exclusion of certain services from the Interim Batch process in the amount of \$32,762, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁵⁹⁾ Upon the effective date of Change Notice Number Forty-Seven, dated July 7, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications of the Avatar Application Software in order to add two (2) new fields, "*Data Entry From Date*" and "*Data Entry Through Date*" to the Create Interim Billing Batch File form in the amount of \$26,151, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶⁰⁾ Upon the effective date of Change Notice Number Forty-Eight, dated August 10, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications of the Avatar MSO in the amount of \$62,767 to add a new registry setting that will allow a global Fiscal Year (FY) Date to define and refine for each Contract Provider, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶¹⁾ Upon the effective date of Change Notice Number Forty-Nine, dated August 10, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications of the Avatar MSO in the amount of \$50,263 to expedite the processing of denied services to Contract Providers and allow vouchers Emergency Outreach Bureaus (EOBs) to be created in Avatar MSO that contain only denied services, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶²⁾ Upon the effective date of Change Notice Number Fifty, dated August 25, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications of the Avatar CalPM in the amount of \$67,304 to add new functionality to the Guarantor/Program Billing Defaults form, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶³⁾ Upon the effective date of the Rapid Response Change Notice Number Fifty-One, dated August 18, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$6,565, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶⁴⁾ Upon the effective date of the Change Notice Number Fifty-Two, dated September 4, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$65,501, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶⁵⁾ Upon the effective date of the Change Notice Number Fifty-Three, dated September 4, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$52,164, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶⁶⁾ Upon the effective date of Change Notice Number Fifty-Four, dated December 9, 2015, County will release the Holdback Amount of \$500,000 to Contractor for this Deliverable pursuant to County's Acceptance of the Work associated with Task (10.3 Final System Acceptance Under Change Notice Number Fifty-Four) of Exhibit A (Statement of Work) of the Agreement.

⁽⁶⁷⁾ Upon the effective date of the Change Notice Number Fifty-Five, dated December 10, 2015, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$15,284, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶⁸⁾ Upon the effective date of the Change Notice Number Fifty-Six, dated January 19, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$9,747, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁶⁹⁾ Upon the effective date of the Change Notice Number Fifty-Seven, dated January 19, 2016, Contractor shall provide Other Professional Services to conduct an assessment and develop Specifications of County-requested custom software modifications to 837 file names for the purpose of fulfilling State reporting format requirements and claim reconciliation, at no additional cost to County, pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽⁷⁰⁾ Upon the effective date of the Change Notice Number Fifty-Eight, dated February 29, 2016, Contractor shall provide Other Professional Services to conduct an assessment and develop Specifications of County-requested custom software modifications to 835 file names for the purpose of fulfilling State reporting format requirements and claim reconciliation, at no additional cost to County, pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽⁷¹⁾ Upon the effective date of the Change Notice Number Fifty-Nine, dated March 9, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$54,525, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁷²⁾ Upon the effective date of the Change Notice Number Sixty, dated March 18, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$254,375, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁷³⁾ Upon the effective date of the Change Notice Number Sixty-One, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$12,458, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁷⁴⁾ Upon the effective date of the Change Notice Number Sixty-Two, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$5,893, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

⁽⁷⁵⁾ Upon the effective date of the Change Notice Number Sixty-Three, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$10,419, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁷⁶⁾ Upon the effective date of the Change Notice Number Sixty-Four, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$5,198, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁷⁷⁾ Upon the effective date of the Change Notice Number Sixty-Five, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$16,651, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁷⁸⁾ Upon the effective date of the Change Notice Number Sixty-Six, dated July 14, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$9,345, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

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

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

⁽⁸¹⁾ Upon the effective date of the Change Notice Number Sixty-Nine, dated November 21, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$207,632, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁸²⁾ Upon the effective date of the Change Notice Number Seventy, dated November 21, 2016, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$152,079, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

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

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

⁽⁸⁵⁾ Upon the effective date of Change Notice Number Seventy-Three, dated May 4, 2017, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$83,025, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement.

⁽⁸⁶⁾ Upon the effective date of Change Notice Number Seventy-Four, dated May 4, 2017, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$38,678, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement.

⁽⁸⁷⁾ Upon the effective date of Change Notice Number Seventy-Five, dated July 6, 2017, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$84,363, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement.

⁽⁸⁸⁾ Upon the effective date of Change Notice Number Seventy-Six, dated July 6, 2017, the cost for this Deliverable includes Other Professional Services for Training/Implementation Services of CareConnect Inbox in the amount of \$57,784, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement.

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

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

⁽⁹¹⁾ Upon the Effective Date of Amendment Number Four, dated December 12, 2017, \$5,000,000 in Pool Dollars was allocated for County-requested Other Professional Services/Change Notices in accordance with Paragraph 4.5 (Other Professional Services) and Paragraph 6 (Change Notices and Amendments).

⁽⁹²⁾ Upon the effective date of Amendment Number Three to Change Notice Number Seventy-One, dated December 27, 2017, Contractor shall provide County with an additional two-year extension of Maintenance and Support Services for the subscription of CareConnect Services and CarePathways-CareGuidance Measures in the amount of \$1,127,868 pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and at the rates set forth in Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements) of the Agreement. County made payment for Maintenance and Support Services out of Pool Dollars as set forth in this Exhibit C (Price and Schedule of Payments) of the Agreement.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

⁽⁹³⁾ Upon the effective date of Change Notice Number Seventy-Nine, dated April 10, 2018, County acquired Contractor's certified OrderConnect e-Prescribing EPCS for 100 prescribers in the amount of \$65,398 [(\$42,598 for Other Professional Services), (\$7,600 for one-time cost of software/hardware tokens), and (\$15,200 for subscription services)] to use the software from June 1, 2018 through December 31, 2019, and County will make payment for such Application Software out of Pool Dollars pursuant to Paragraph 6.8 of the Agreement. Notwithstanding any other provision of the Agreement, OrderConnect ePrescribing EPCS shall constitutes Application Software under the Agreement.

⁽⁹⁴⁾ Upon the effective date of Amendment Number One to Change Notice Number Seventy-Nine, dated August 16, 2018, and pursuant to Paragraph 6 of the Agreement, Exhibit C is being amended to correct an inadvertent error to the Implementation Services, Maintenance and Support Services, and Peripheral Hardware in Exhibit C of Amendment Number Three to Change Notice Number Seventy-One and Change Notice Number Seventy-Nine; and Schedule D.2 is being amendmend to correct an inadvertent error to the Maintenance and Support fees for years 5 through 7 of the Connect Suite Software Component in Schedule D.2 of Change Notice Number Seventy-Nine. Footnote (94) is included in this Exhibit C for the purpose of memorializing Amendment Number One to Change Notice Number Seventy-Nine.

⁽⁹⁵⁾ Upon the effective date of Change Notice Number Eighty, dated September 11, 2018, County acquired 250 additional InterSystems Cache' Enterprise Platform Specific Multi-server Licenses for a total of 1,750 concurrent Users in the amount of \$649,506 [\$228,756 for Maintenance and Support Services and \$420,750 for Application Software Delivery) pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services for years 5 through 7 out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement. The cost for Other Professional Services is not subject to thirty percent (30%) Holdback.

⁽⁹⁶⁾ Upon the effective date of Change Notice Number Eighty-One, dated October 25, 2018, the cost for this Deliverable includes Other Professional Services for Custom Programming Modifications in the amount of \$134,988, and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement.

⁽⁹⁷⁾ Upon the effective date of Change Notice Number Eighty-Two, dated December 14, 2018, Extension of two hundred, seventy-two (272) OrderConnect Prescriber Subscriptions and two hundred, fifty (250) non-Prescriber Subscriptions, OrderConnect Customer Formulary Subscriptions, Diagnostic Content Subscriptions for year six (6), December 24, 2018 through December 23, 2019, and Contractor shall provide twenty-eight (28) additional prescriber usage Subscriptions under the OrderConnect module, and access to two hundred (200) additional certified OrderConnect e-Prescribing EPCS in the amount of \$341,489 [(\$15,200 for one-time cost of software/hardware tokens), and (\$326,289 for Maintenance and Support Services)] to use the software from December 24, 2018 through December 23, 2019, and County will make payment for such Application Software out of Pool Dollars pursuant to Paragraph 6.8 of the Agreement. Notwithstanding any other provision of the Agreement, OrderConnect e-Prescribing EPCS shall constitute Application Software under the Agreement. County made payment for such Licenses and Maintenance and Support Services for year 6 out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽⁹⁸⁾ Upon the effective date of Change Notice Number Eighty-Three, dated March 13, 2019, Contractor shall provide Other Professional Services to develop custom software modifications in order to enhance claim adjudication rules in the amount of \$50,497 (\$40,655 for Software Development and \$9,842 for Project management) pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽⁹⁹⁾ Upon the effective date of Change Notice Number Eighty-four, dated April 04, 2019, Contractor shall provide Other Professional Services for Custom Programming Modifications in order to add capability to make modification to the CCD's current core functionality in the amount of \$139,204 (\$104,105 for Software Development, \$6,216 for Interface Development, \$25,123 for Project management and \$3,760 for system administration) pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽¹⁰⁰⁾ Upon the effective date of Change Notice Number Eighty-five, dated October 2, 2019, County acquired 250 additional InterSystems Cache' Enterprise Platform Specific Multi-server Licenses for a total of 2,000 concurrent Users in the amount of \$975,417 [\$420,750 for Application Software Delivery and \$554,667 for Maintenance and Support Services from August 23, 2019 through December 23, 2024) pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services for years 5 through 7 out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹⁰¹⁾ Upon the effective date of the Change Notice Number Eighty-six, dated January 9, 2020, the cost for this Deliverable includes extending the subscription of the ScriptLink Web Server infrastructure and Hosting Environments in the amount of \$277,621 and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement.

⁽¹⁰²⁾ Upon the effective date of the Change Notice Number Eighty-seven, dated January 27, 2020, the cost for this Deliverable includes contractor providing other professional services to develop software modifications to the Avatar software in order to Inhibit Billing Import Process in the amount of \$65,658 and County will make payment for such Other Professional Services out of Pool Dollars pursuant to Paragraphs 6.4 and 4.5 (Other Professional Services) of the Agreement.

⁽¹⁰³⁾ Upon the effective date of the Change Notice Number Eighty-eight, dated February 27, 2020, Extension of three hundred (300) OrderConnect Prescriber Subscriptions and two hundred, fifty (250) non-Prescriber Subscriptions, OrderConnect Customer Formulary Subscriptions, Diagnostic Content Subscriptions and three hundred (300) additional certified OrderConnect e-Prescribing EPCS for year seven (7), December 24, 2019 through December 23, 2020, in the amount of \$336,067 for Maintenance and Support Services, and County will make payment for such Application Software out of Pool Dollars pursuant to Paragraph 6.8 of the Agreement. Notwithstanding any other provision of the Agreement, OrderConnect e-Prescribing EPCS shall constitute Application Software under the Agreement. County made payment for such Licenses and Maintenance and Support Services for year 7 out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹⁰⁴⁾ Upon the effective date of Change Notice Number Eighty-Nine, dated February 27, 2020, Contractor shall provide County with an additional one-year extension of Maintenance and Support Services for the subscription of CareConnect Services in the amount of \$534,696 out of Pool Dollars pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and at the rates set forth in Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements) of the Agreement.

⁽¹⁰⁵⁾ Upon the Effective Date of Amendment Number Five, dated July 14, 2020, \$5,800,000 in Pool Dollars was allocated for County-requested Other Professional Services/Change Notices in accordance with Paragraph 4.5 (Other Professional Services) and Paragraph 6 (Change Notices and Amendments).

⁽¹⁰⁶⁾ Upon the effective date of Change Notice Number Ninety, dated September 1, 2020, County acquired RevConnect in the amount of \$132,084 [\$25,000 for Application Software Delivery, \$4,700 for Other Professional Services, and \$102,384 for Claims Management and Eligibility Verification Licenses (Demand & Batch Eligibility, 100 Billable NPI Numbers, 3000 Total Monthly Transactions) from December 24, 2020 through December 23, 2021) pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

⁽¹⁰⁷⁾ Upon the effective date of the Change Notice Number Ninty-One, Extension of three hundred (300) OrderConnect Prescriber Subscriptions and two hundred, fifty (250) non-Prescriber Subscriptions, OrderConnect Customer Formulary Subscriptions, Diagnostic Content Subscriptions and three hundred (300) additional certified OrderConnect e-Prescribing EPCS for Year eight (8) and Year nine (9), December 24, 2020 through December 23, 2022, in the amount of \$767,410 for Maintenance and Support Services, and County will make payment for such Application Software out of Pool Dollars pursuant to Paragraph 6.8 of the Agreement. Notwithstanding any other provision of the Agreement, OrderConnect e-Prescribing EPCS shall constitute Application Software under the Agreement. County made payment for such Licenses and Maintenance and Support Services for year 7 out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹⁰⁸⁾ Upon the effective date of Change Notice Number Ninety-Two, Contractor shall provide County with Maintenance and Support Services for the subscription of CareConnect Services for Year eight (8) and Year nine (9), December 24, 2020 through December 23, 2022, in the amount of \$1,117,996 out of Pool Dollars pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and at the rates set forth in Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements) of the Agreement.

⁽¹⁰⁹⁾ Upon the effective date of Change Notice Number Ninety-Four, Contractor shall extend the existing 250 additional InterSystems Cache' Enterprise Licenses for Years eight (8) and nine (9), December 24, 2020 through December 23, 2022 in the amount of \$209,359 pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and at the rates set forth in Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements) of the Agreement. County made payment for Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹¹⁰⁾ Upon the effective date of Change Notice Number Ninety-Five, County acquired Netsmart Identity and Access Management (NIAM) in the amount of \$187,810 [\$59,650 for Other Professional Services, and \$128,160 for the subscription (for 5000 Avatar users and 1000 ProviderConnect users) for nine (9) months in Year eight (8) and all of Year nine (9)] from March 24, 2021 through December 23, 2022) pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹¹¹⁾ Upon the effective date of Change Notice Number Ninety-Six, County acquired Contractor's Integration Platform as a Service (IPaaS) - Fast Healthcare Information Resources (FHIR) Services and Professional Services in the amount of \$785,198 [\$69,982 for Setup and Startup Professional Services, \$365,000 for Contractor FHIR Services License, and \$95,327 for Hosting for seven (7) months in Year eight (8) (from May 24, 2021 through December 23, 2022) and all of Year nine (9), \$133,097 for Maintenance for seven (7) months in Year eight (8) and all of Year nine (9) (from May 24, 2021 through December 23, 2022) and \$121,792 for FHIR Technical Support Services for six (6) months in Year eight (8) and six (6) months in Year nine (9) from June 24, 2021 through June 23, 2022]] pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Professional Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹¹²⁾ Upon the effective date of Change Notice Number Ninety-Seven, Contractor shall provide Other Professional Services to conduct an assessment and develop Specification of County-requested software modifications to prevent the updating of an existing Coverage Effective Date (CED) to a later date in the amount of \$9,417 (\$4,693 for Software Development, \$2,820 for Application Programming Support, and \$1,904 for Project management) pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽¹¹³⁾ Upon the effective date of Change Notice Number Ninety-Eight, County acquired BD Pyxis HL-7 Interface in the amount of \$64,197 [\$46,047 for Other Professional Services, \$15,000 for the Standard HL-7 interface license, and \$3,150 for maintenance annually] pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹¹⁴⁾ Upon the effective date of Change Notice Number Ninty-Nine, Contractor shall provide Other Professional Services to train DMH CBO staff on the creation of the 270 batch and submission to one Guarantor in the amount of \$5,781 (Project management for \$1,088 and Trainer for \$4,693) pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽¹¹⁵⁾ Upon the effective date of Change Notice Number One Hundred, Contractor shall extend RevConnect Claims Management and Eligibility Verification Licenses in the amount of \$214,068 [\$105,444 for Year Nine (9) and \$108,624 for Year Ten (10) from December 24, 2021 through December 23, 2023) pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹¹⁶⁾ Upon the effective date of Change Notice Number One Hundred One, County acquired myHealthPointe 2.0 Enterprise in the amount of \$42,235 for Other Professional Services [\$8,160 for Project Management and \$34,075 for Application Programming] pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. The existing monthly fees for myHealthPointe will remain the same under this Change Notice. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹¹⁷⁾ Upon the effective date of Change Notice Number One Hundred Two, County acquired CareConnect CareQuality in the amount of \$107,991 [\$49,991 for Other Professional Services, and \$58,000 for the subscription for three (3) months in Year nine (9) and all of Year ten (10) and eleven (11)] from August 24, 2022, through December 23, 2024) pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹¹⁸⁾ Upon the effective date of Change Notice Number One Hundred and Three, Contractor shall provide Other Professional Services for Avator NX and ProviderConnect NX Training in the amount of \$36,468 pursuant to Task 7.0 (Develop Custom Programming Modifications) to Exhibit A (Statement of Work) and Paragraph 4.5 (Other Professional Services) of the Agreement.

⁽¹¹⁹⁾ Upon the Effective Date of Amendment Number Six, dated December 5, 2022, \$9,460,000 in Pool Dollars was allocated for County-requested Other Professional Services/Change Notices in accordance with Paragraph 4.5 (Other Professional Services) and Paragraph 6 (Change Notices and Amendments).

⁽¹²⁰⁾ Upon the effective date of Change Notice Number One Hundred and Four, Extension of three hundred (300) OrderConnect Prescriber Subscriptions and two hundred, fifty (250) non-Prescriber Subscriptions, OrderConnect Customer Formulary Subscriptions, Diagnostic Content Subscriptions and three hundred (300) certified OrderConnect e-Prescribing EPCS for Year ten (10) and eleven (11), December 24, 2022 through December 23, 2024, and Contractor shall provide fifty (50) additional Prescriber and non-Prescriber usage Subscriptions under the OrderConnect module, and fifty (50) additional certified OrderConnect e-Prescribing EPCS in the amount of \$937,365 [(\$3,800 for one-time cost of EPCS tokens), and (\$933,565 for Maintenance and Support Services)] to use the software from December 24, 2022 through December 23, 2024, and County will make payment for such Application Software out of Pool Dollars pursuant to Paragraph 6.8 of the Agreement. Notwithstanding any other provision of the Agreement, OrderConnect e-Prescribing EPCS shall constitute Application Software under the Agreement.

⁽¹²¹⁾ Upon the effective date of Change Notice Number One Hundred and Five, Contractor shall provide County with Maintenance and Support Services for Year ten (10) and eleven (11), December 24, 2022 through December 23, 2024 for the subscription of CareConnect Services in the amount of \$1,186,081 pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and at the rates set forth in Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements) of the Agreement. County made payment for Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹²²⁾ Upon the effective date of Change Notice Number One-Hundred and Six, Contractor shall extend Hosting Environments subscriptions and ScriptLink Web Server infrastructure services from December 24, 2022, through December 23, 2024, for Years ten (10) and eleven (11) in the amount of \$406,711 pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and at the rates set forth in Schedule D.3 (Hosting Services Fee Schedule) to Exhibit D (Service Level Requirements) of the Agreement. County made payment for Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

⁽¹²³⁾ Upon the effective date of Change Notice Number One Hundred and Seven, Contractor shall extend the existing 250 additional InterSystems Cache' Enterprise Licenses for Years ten (10) and eleven (11), December 24, 2022 through December 23, 2024 in the amount of \$222,107 pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and at the rates set forth in Schedule D.2 (Maintenance and Support Fee Schedule) to Exhibit D (Service Level Requirements) of the Agreement. County made payment for Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹²⁴⁾ Upon the effective date of Change Notice Number One Hundred and Eight, Contractor will extend Netsmart Identity and Access Management (NIAM) Subscription for Years ten (10) and eleven (11), December 24, 2022, through December 23, 2024 in the amount of \$155,061 pursuant to Paragraph 6.8 and at the rates set forth in Exhibit C (Price and Schedule of Payments), and Schedule D.2 (Maintenance and Support Fee Schedule) of the Agreement. County made payment for Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹²⁵⁾ Upon the effective date of Change Notice Number One Hundred and Nine, Contractor will extend the existing iPaaS FHIR Services, Hosting, Maintenance from December 24, 2022, through December 23, 2024, for Year ten (10) and Year eleven (11) of the Agreement in the amount of \$342,414 pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and as set forth in Attachment A.3 (System Definition as of Effective Date) and Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements), Exhibit C (Price and Schedule of Payments), and Schedule D.2 (Maintenance and Support Fee Schedule), and Schedule D.3 (Hosting Services Fee Schedule) of the Agreement.

⁽¹²⁶⁾ Upon the effective date of this Change Notice Number One Hundred Ten, Contractor will extend the existing BD Pyxis HL-7 Interface maintenance in the amount of \$6,587 for Years ten (10) and eleven (11), from December 24, 2022 to December 23, 2024, pursuant to Paragraph 6.8 of Paragraph 6 (Change Notices and Amendments) and as set forth in Attachment A.3 (System Definition as of Effective Date) and Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements), Exhibit C (Price and Schedule of Payments), and Schedule D.2 (Maintenance and Support Fee Schedule) of the Agreement.

⁽¹²⁷⁾ Upon the effective date of this Change Notice Number One Hundred and Eleven, County will acquire Imprivata FairWarning Integration Professional Services to collect Avatar PHI data for privacy and compliance purposes in the amount of \$56,324 pursuant to Paragraph 6.8 and Paragraph 4.5 (Other Professional Services) and as set forth in Attachment A.3 (System Definition as of Effective Date) and Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements), and Exhibit C (Price and Schedule of Payments).

⁽¹²⁸⁾ Upon the effective date of Change Notice Number One Hundred Twelve, County will acquire subscription for Netsmart's Telehealth solution for a Pilot (Phase 1), a six (6) month trial period will starts with a Kick-off meeting Sixty (60) Days following the execution date of this Change Notice, in the amount of \$140,000 [\$20,000 for One-Time Setup Fee, \$20,000 per month subscription for 6 months for a total \$120,000]] pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹²⁹⁾ Upon the effective date of Change Notice Number One Hundred Thirteen, County will acquire subscription for AMA CPT AMA CPT Coding Subscription License for calendar Years 2022, 2023, and 2024 in the amount of \$256,188 pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹³⁰⁾ Upon the effective date of Change Notice Number One Hundred Fourteen, County will acquire Avatar NX and ProviderConnect NX Conversion Implementation Professional Services to upgrade Avatar EHR and ProviderConnect in the amount of \$1,079,718 Other Professional Services [\$57,120 for Project Management, \$90,896 for System Administration, \$250,672 for Training, and \$681,030 for Application Programming Support] pursuant to Paragraph 6.8 and Paragraph 4.5 (Other Professional Services) and as set forth in Attachment A.3 (System Definition as of Effective Date) and Attachment B.3 (Schedule of Peripheral Hardware, System Software, and Third Party Software) to Exhibit B (Technical Solution Requirements), Exhibit C (Price and Schedule of Payments), and Schedule D.2 (Maintenance and Support Fee Schedule) of the Agreement.

⁽¹³¹⁾ Upon the effective date of Change Notice Number One Hundred Fifteen, County will acquire subscription for Bi-directional Patient Administration (ADT) interface between CollectiveMedical® Emergency Department Information Exchange (EDIE) and County's myAvatar CareRecord solution in the amount of \$62560 [for six (6) months in Year ten (10) and all of Year eleven (11)] from July 1, 2023, through December 23, 2024 pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹³²⁾ Upon the effective date of Change Notice Number One Hundred Sixteen, County will acquire Personal Pronouns fields Professional Services to update Avatar demographic fields in the amount of \$6,916 Other Professional Services pursuant to Paragraph 6.8 and Paragraph 4.5 (Other Professional Services) and as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹³³⁾ Upon the Effective Date of Amendment Number Seven, \$1,990,000 in Pool Dollars was allocated for County-requested Other Professional Services/Change Notices in accordance with Paragraph 4.5 (Other Professional Services) and Paragraph 6 (Change Notices and Amendments).

⁽¹³⁴⁾ Upon the effective date of Change Notice Number One Hundred Seventeen, County will acquire subscription for CareManager Care Court solution in the amount of \$974,667 [for four (4) months in Year ten (10) and all of Year eleven (11)] from September 1, 2023, through December 23, 2024 pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹³⁵⁾ Upon the effective date of Change Notice Number One Hundred Eighteen, County will acquire subscription for CareManager Enhanced Care Management (ECM) solution in the amount of \$1,075,333, with \$450,000 one-time fee and \$625,333 subscription costs [for four (4) months in Year ten (10) and all of Year eleven (11)] from September 1, 2023, through December 23, 2024 pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹³⁶⁾ Upon the effective date of Change Notice Number One Hundred and Nineteen, Contractor shall extend RevConnect Claims Management and Eligibility Verification Licenses in the amount of \$111,888 (for Year Eleven (11) from December 24, 2023 through December 23, 2024) pursuant to Paragraphs 6.8 of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹³⁷⁾ Upon the effective date of Change Notice Number One Hundred and Twenty, County will acquire subscription for Netsmart's Telehealth solution provide a 15-month subscription and Telehealth support services for the Netsmart Telehealth solution execution date of this Change Notice, in the amount of \$320,000 [\$20,000 for One-Time Setup Fee, \$20,000 per month subscription fee for 15 months for a total \$300,000]] pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹³⁸⁾ Upon the effective date of Change Notice Number One-Hundred Twenty One, County will acquire HIDEX FHIR Web Service Enhancement with Other Professional Services in the amount of \$260,899 [Project Manager - \$28,016, Application Programming Support - \$24,205, Interface Developer - \$56,032, Software Developer - \$152,646] pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

EXHIBIT C

PRICE AND SCHEDULE OF PAYMENTS

⁽¹³⁹⁾ Upon the effective date of Change Notice Number One-Hundred Twenty-Two County will acquire MDM Demographic Modifications and Mapping - Phase 1 with Other Professional Services in the amount of \$134,268 [Project Manager - \$7,436, Application Programming Support - \$33,592, Software Developer - \$93,240] pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.

⁽¹⁴⁰⁾ Upon the effective date of Change Notice Number One Hundred Twenty-Three, County will acquire Expansion CareManager subscription for Interim Housing Outreach Program (IHOP) Program Implementation in the amount of \$600,000, pursuant to Paragraphs 6.8 and 4.5 (Other Professional Services) of the Agreement. County made payment for such Licenses and Maintenance and Support Services out of Pool Dollars as set forth in Exhibit C (Price and Schedule of Payments) of the Agreement.



INFORMATION SECURITY AND PRIVACY REQUIREMENTS FOR CONTRACTS

The County of Los Angeles ("County") is committed to safeguarding the Integrity of County Systems, Data, and Information, and to protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable State or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, data protections, information security, confidentiality, availability, and integrity of such information. The Information Security and Privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County – in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract – to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this Exhibit.

- a. Availability:** the condition of information being accessible and usable upon demand by an authorized entity (user, process, device).
- b. Confidentiality:** the condition that information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. County Information:** all data and information belonging to the County.
- d. Data:** a subset of information comprised of qualitative or quantitative values.
- e. Incident:** a suspected, attempted, successful, or imminent threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with information technology operations; or significant violation of County policy.

- f. **Information:** any communication or representation of knowledge or understanding such as facts, data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented information security policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information.
- j. **Integrity:** the condition whereby data or information has not been improperly modified or destroyed and authenticity of the data or information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows information technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an information system via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.

- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor will maintain a company-wide Information Security Program designed to evaluate risks to the confidentiality, availability, and integrity of the County information covered under this Contract.

Contractor's Information Security Program will include the creation and maintenance of information security policies, standards, and procedures. Information security policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County information that the Contractor exercises with respect to its own information and data and, at a minimum, a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, availability, and integrity, of County information.

The Contractor's Information Security Program will:

- Protect the confidentiality, availability and Integrity, of County information in the Contractor's possession or control;
- Protect against any anticipated threats or hazards to the confidentiality, availability and Integrity, of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County information;
- Protect against accidental loss or destruction of, or damage to, County information; and
- Safeguard County information in compliance with any applicable laws and regulations which apply to the Contractor.

b. Privacy Program. The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy policies and practices in its business operations to provide safeguards for Information, including County information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to, Privacy policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must include performing ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding and protecting County information that the Contractor exercises with respect to its own information and data and, at a minimum, a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the confidentiality of County information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under the Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County any County information it receives from, receives addressed to, or stores on behalf of the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the system software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to, the

County, and (ii) such data or information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County information only as necessary to carry out its obligations under the Contract. The Contractor must collect, maintain, or use County information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, State, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County information including, but not limited to, (i) any State and federal law governing the protection of personal Information, (ii) any State and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

a. Confidentiality of County Information.

The Contractor agrees that all County Information is confidential and proprietary to the County regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential". All County information received by the Contractor will be marked in writing as "Confidential". Notwithstanding the foregoing, failure to mark any document containing Confidential Information as "Confidential" prior to disclosure will not exempt it from confidential treatment.

b. Disclosure of County Information. The Contractor may disclose County Information only as necessary to carry out its obligations under the Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's Contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's Contract administrator immediately, and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

c. Disclosure Restrictions of Non-Public Information. While performing work under the Contract, the Contractor may encounter County non-public information ("NPI") including, but not limited to, licensed technology, drawings,

schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in Board of Supervisors' Policy 6.104 – Information Classification Policy as NPI. The Contractor must not disclose or publish any County NPI and/or material received or used in performance of the Contract. This obligation is perpetual.

- d. Individual Requests.** The Contractor must acknowledge any request or instruction from the County regarding the exercise of any individual's privacy rights provided under applicable federal or State laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any requests or instructions from the County within seven calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 below, SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit and as set forth in the Contract, and will require all employees, agents, and volunteers to sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a. Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b. Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c. Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d. Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing information to inappropriate recipients, etc.

- e. **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f. **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b above, Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under the Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County information should be protected via encryption whether at rest or during transport so as to prevent unauthorized individuals the ability to read, use or decipher said information. The Contractor will encrypt all workstations, portable devices (such as mobile, wearables, and tablets), removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media), servers (whether virtual or physical) and/or systems (including Cloud platforms, infrastructure and services) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by DMH's Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with the latest or 1 version removed from latest, Transport Layer Security (TLS) or Internet Protocol Security (IPSec), which uses a minimum cipher strength of 128 bit or higher. Contractor must request and be granted

approval by DMH's Information Security Officer in order to use an alternative or equivalent secure transmission protocol or method.

In addition, the Contractor must request and be granted approval by DMH's Information Security Officer in order to store County Information on any cloud infrastructure, platform service or in any other online storage provider.

All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by DMH's Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must return or destroy County Information in the manner prescribed in this Section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this Section.

a. Return or Destruction. Upon County's written request, or upon expiration or termination of the Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of the Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

b. Method of Destruction. The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging or

destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within 10 days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or provided to the County by the Contractor hereunder) at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 below, SECURITY AND PRIVACY INCIDENTS; (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 above, STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be

encrypted in compliance with the encryption requirements noted above in Section 9, STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to, and without limiting the requirements under Section 9 above, STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 above, STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 below, SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 above, STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 above, STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must :

- a. Notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information within 24 hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

Chief Information Security Officer:

Jeffrey Aguilar
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
Phone: (213) 253-5659

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
Phone: (213) 351-5363

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

DMH Departmental Information Security Officer:

DMH Departmental Information Security Officer
510 S. Vermont Avenue, 16th Floor
Los Angeles, CA 90020
Phone: (213) 947-6591

DMH Departmental Information Security Officer email:

InformationSecurity@dmh.lacounty.gov

DMH Departmental Privacy Officer:

DMH Departmental HIPAA Privacy Unit
510 S. Vermont Avenue, 15th Floor
Los Angeles, CA 90020
Phone: (213) 943-9376

DMH Departmental HIPAA PRIVACY UNIT

Privacy@dmh.lacounty.gov

- b. Include the following Information in all notices:
 - (i) The date and time of discovery of the Incident;
 - (ii) The approximate date and time of the Incident;
 - (iii) A description of the type of County Information involved in the reported Incident;
 - (iv) A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified; and
 - (v) The name and contact information for the organization's official representative(s) with relevant business and technical information relating to the Incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's request, without charge, unless the Incident was caused by the acts or omissions of the

County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County.

- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County, or its third-party designee at the County's election, to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, reviews of documentation, or technical inspections of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in the Contract and/or this Exhibit, the Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County and, therefore, that upon any such breach the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 above, CONFIDENTIALITY, will constitute a material breach of the Contract and be grounds for immediate termination of the Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally

recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon audit completion, at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section will be provided at no additional charge to the County.

- b. **Third Party HIPAA Security and Privacy Compliance,** The Contractor must obtain and maintain one independent third-party certification that verify compliance with the HIPAA Security Rule and Privacy Rule, or other generally accepted security frameworks that align with HIPAA. Acceptable certifications include, but are not limited to, HITRUST CSF, SOC 2 Type II, ISO/IEC 27001. The Contractor must ensure its chosen certification is in good standing at all times during the term of this Agreement. The Contractor shall provide Covered Entity with copies of the certification reports upon request.

The Contractor must notify Covered Entity without unreasonable delay if any certification is suspended, revoked, or otherwise becomes invalid. The Contractor must take immediate steps to rectify any issues and restore the certification to good standing.

The Covered Entity must treat all audit, inspection, examination and certification documents and related information as confidential and will be used solely for the purpose of verifying the Contractor's compliance with the terms of this Agreement and applicable laws and regulations.

- c. **Federally Mandated Audits,** The Health Information Technology for Economic and Clinical Health (HITECH) Act requires the Office Of Civil Rights (OCR) within the Department of Health and Human Services (HHS) to periodically audit covered entities and business associates for their compliance with the HIPAA Privacy, Security, and Breach Notification Rules. The Contractor will promptly notify the County of any OCR audit or investigation and will keep the County informed of the progress and results of such audit or investigation. The Contractor will also provide the County with copies of any reports, findings, or recommendations issued by the OCR as a result of the audit or investigation.

17. CYBER LIABILITY INSURANCE

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$5 million per occurrence and \$15 million in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; Data/Information loss and business interruption; and any other liability or risk that arises out of the Contract. The Contractor will add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to :

- The Contractor's violation of any federal and State laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of the Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit

monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel including, without limitation, County Counsel, and County will be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

19. CERTIFICATION

Within 10 business days of the receipt of this document, Contractor must complete and provide to County the Exhibit R "DMH Contractor's Compliance with Information Security Requirements" questionnaire (for itself and on behalf of its subcontractors) certifying that will be compliant with Los Angeles County Board of Supervisors' Policies and attest that it has implemented adequate controls to meet the expected Information Security minimum standard set forth above, at the commencement and during the term of the Contract.

In addition, Contractor must be prepared to provide supporting evidence upon request to validate its compliance. Failure on the part of the Contractor to comply with any of the provisions of this Exhibit, "Information Security and Privacy Requirements for Contracts," will constitute a material breach of this arrangement upon which the County may terminate or suspend the Contract.

20. REPORTING REQUIREMENTS FOR SIGNIFICANT CHANGES

During the term of the Contract, Contractor must notify the County within 10 days of implementation, in writing, about any significant changes such as technology changes, modification in the implemented security safeguards or any major infrastructure changes. Depending on the change(s), Contractor may be asked to re-submit Exhibit R, "DMH Contractor's Compliance with Information Security Requirements".

21. MAINTAINING COMPLIANCE

Contractor must provide updates about its information security practices **annually** by completing Exhibit R "DMH Contractor's Compliance with Information Security Requirements" questionnaire. By submitting, Contractor certifies that its implemented controls will continue to be in compliance with Los Angeles County Board of Supervisors' Policies, and the expected minimum standard set forth above during the term of any arrangement that may be awarded pursuant to this agreement. The completed forms must be returned to DMH Information Security Officer (DISO) within 10 business days of receipt and must be approved for continuous business with the County.

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in the Contract, including payment of the license fees to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of the Contract, to enable the County to use the full benefits of the SaaS and achieve the purposes stated therein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, the Contractor must, within 24 hours, implement the Contractor's Business Continuity Plan, consistent with Section 12 of Exhibit D.7, OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 of Exhibit D.7, PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor must include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery, and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor must create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to and during installation and implementation of the SaaS, any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of the Contract, the Contractor must promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within 30 days update or provide the new version to the County. The Contractor must provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor must not delete or disable a feature or functionality of the SaaS unless the Contractor provides 60 days' advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County will have the sole discretion whether to accept such replacement. The replacement will be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it will store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Annual Data Center Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor must have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings must be shared with County's Chief Information Security Officer within 10 business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
- f. **Services Provided by a Subcontractor:** At least 30 days prior to engaging a Subcontractor for the SaaS under the Contract, the Contractor must notify County of the proposed subcontractor(s) and the purposes for which they may be engaged, and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one day of notification of termination of the Contract, the Contractor must provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the 90-day period prior to, and/or following the expiration or termination of the Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
 - (i) Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - (ii) Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - (iii) Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - (iv) Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in the Contract, the Contractor will ensure the following provisions and security controls are established for any and all Systems or Hardware provided under the Contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under the Contract. The Contractor must be able to provide such management records to the County at inception of the Contract and upon request thereafter.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under the Contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under the Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of the Contract, the Contractor must document its access control plan for Systems or Hardware covered under the Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within 90 days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within 90 days, the Contractor must provide a Risk assessment to the County's CISO.
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the DISO who will consult with the CISO. The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of the Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under the Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's CISO.
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the DISO who will consult with the County's CISO to ensure provided hardware is free and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor will manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under the Contract (hereinafter referred to as “County Source Code”) must be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the Contract period, the Contractor will be granted access to the County’s private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.



BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules") as well as the 21st Century Cures Act of 2016 and regulations promulgated thereunder including but not limited to the Office of the National Coordinator for Health Information Technology (ONC) Final Rule.

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions

or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the

Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.
- 4.3 Business Associate shall be responsible for the provision of an annual mandatory information security and privacy training, for all staff that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to Health Insurance Portability and Accountability Act (HIPAA).

4.3.1 Business Associate shall monitor, track, document and make available upon request by the federal, State and/or County government the annual information security and privacy training (e.g., training bulletins/flyers, sign-in sheets specifying name and function of staff, and/or individual certificates of completion, etc.) provided to Business Associate's workforce members, including clerical, administrative/management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County.

4.4 Business Associate shall ensure that all workforce members, including clerical, administrative, management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access sensitive content such as Protected Health Information. The statement must be renewed annually.

4.5 Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of Business Associate's security and privacy policies and procedures, including termination of employment where appropriate.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach
- 5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3)

business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012**, CISO-Privacy@ceo.lacounty.gov, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
 - 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
 - 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 17.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall

provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

- 7.4 To the extent that Business Associate's services involve the facilitation of PHI exchange or networks or the development, provision, or support of EHR systems, Business Associate shall ensure, as applicable, that such services are performed in a manner that complies with the 21st Century Cures Act, including but not limited to enabling Covered Entity to provide individuals with access to their electronic protected health information, enabling information sharing, adhering to data exchange standards, and enabling the access, exchange, and use of ePHI.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;

- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1 and shall maintain the information for six (6) years from the date of the Disclosure.

- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) business days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.
- 10.3 Business Associate must demonstrate its compliance with Los Angeles County Board of Supervisors Policies and the requirements stated in this Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Business Associate must attest that it has implemented Exhibit Q Information Security and Privacy Requirements for Contracts. The completed Exhibit R, "DMH Contractor's Compliance with Information Security Requirements" questionnaire must be returned to DMH Information Security Officer (DISO) for approval within ten (10) business days from the signed date of this agreement, and must

be approved prior to the commencement of this agreement with the County and annually thereafter. Business Associate must be prepared to provide supporting evidence upon request.

- 10.4 During the term of the agreement, Business Associate must notify the Covered Entity within ten (10) days of implementation, in writing, about any significant changes such as technology changes, modification in the implemented security safeguards or any major infrastructure changes. Dependent on the adjustment, Business Associate may be asked to re-submit Exhibit R "DMH Contractor's Compliance with Information Security Requirements" questionnaire, to document the change.
- 10.5 Business Associate must ensure that prior to access, its workforce members including Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, acknowledge and sign the Exhibit S, "The Confidentiality Oath (Non-DMH Workforce Members)", of the agreement. Business Associate must maintain and make available upon request by the federal, State and/or County representatives.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the

Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate

in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 The term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 17 shall survive the termination or expiration of this Business Associate Agreement.

17. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 17.1 Except as provided in Section 17.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 17.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 17.2 Destruction for purposes of Section 17.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 17.3 Notwithstanding Section 17.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 17.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

17.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

17.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 17.2.

18. AUDIT, INSPECTION, AND EXAMINATION

18.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in the underlying agreement.

18.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

18.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

18.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 18.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

18.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other

services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 18.6 Section 18.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19. MISCELLANEOUS PROVISIONS

- 19.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 19.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 19.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 19.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 19.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

- 19.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

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BUSINESS ASSOCIATE

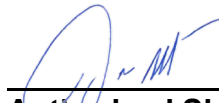
By

Joseph McGovern

Executive Vice President

Authorized Signatory Name

Authorized Signatory Title



6/28/2024

Authorized Signatory Signature

Date

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
MENTAL HEALTH SERVICES ACT (MHSA) ISSUE RESOLUTION PROCESS (IRP)
GUIDELINES

A. Los Angeles County Department of Mental Health (local) Issue Resolution Principles:

Issues regarding MHSA should initially be addressed at the local level¹. The local process should be completed in an expedient manner, with decisions being consistent with MHSA statutes and regulations. General principles and processes for a local MHSA issue resolution process should include:

1. The right for an Issue Filer to bring an issue forward.
2. The review of an issue by an impartial body.
3. Written notification of the outcome to the Issue Filer.

B. Issues Appropriate for this Process:

1. Allegations of lack of access to appropriate mental health services;
2. Violation of statute or regulations relating to use of MHSA funds;
3. Non-compliance with the General Standards pursuant to Welfare and Institutions Code §3320²
4. Inconsistency between the approved MHSA Plan and its implementation;
5. Concerns that the local MHSA Community Program Planning Process does not meet requirements of State law and/or regulation; and
6. Allegations that the use of MHSA funds will result in supplantation.

C. How to Submit an MHSA Issue:

A filer has three options to submit an issue:

1. An issue can be filed with a provider/facility.
 - a. The filer will follow the process put in place by the provider/facility.
 - b. All facilities must keep a MHSA issue log that tracks any issues that are filed at the facility related to care provided using MHSA dollars. The log must include the nature of the issue, the disposition of any investigation into the issue, and if the investigation has been closed what was the outcome. A copy of the log needs to be emailed securely to DMH on a quarterly basis (September 30th, December 31st, March 31st and June 30th): mhsadmin@dmh.lacounty.gov.
2. An issue can be filed using the following link: [MHSA Issue Resolution Form](#)
3. An issue can be filed in person at 510 S. Vermont Avenue, 1st floor, Los Angeles, CA 90020.

D. What to Expect When Filing an Issue Using the Portal or In-Person

1. The MHSA Administration & Oversight Division will investigate the issue and try to resolve it.
2. If the issue is resolved, the Issue Filer will receive a notification of resolution in writing.

E. Process if the Filer Does Not Agree with the Local Resolution

If the filer does not agree with the local resolution, the filer may file an appeal with the following agencies:

- Department of Health Care Services (DHCS) at:
Department of Health Care Services
Mental Health Services Division
Attention: MHSA Issue Resolution Process
1500 Capitol Avenue, MS 2702
P.O. Box 997413
Sacramento, CA 95899-7 413
Phone: (916) 319-9758
Email: mhsa@dhcs.ca.gov
- Mental Health Services Oversight and Accountability Commission (MHSOAC)
1325 J Street, Suite 1700
Sacramento, CA 95814
Phone: (916) 445-8696
Fax: (916) 445-4927
Email: MHSOAC@mhsaac.ca.gov

The IRP is subject to revision as needed.

¹ As a general rule, DHCS will require that the local issue resolution process be accessed and exhausted but understands that, in some instances, this may not be possible. Each case will be reviewed accordingly.

² Community Collaboration. Cultural Competence, Client Driven, Family Driven. Wellness, Recovery, and Resilience Focused, and Integrated Service Experiences for clients and their families.

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

HOA.104008393.4
Rev. [4/16/24]

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

Netsmart Technologies, Inc.

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: N/A
- b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: None
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

Contributions are prohibited, per corporate policy of Declarant Company

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

Netsmart, Inc., Nathan Intermediate LLC, and Netsmart LLC (each are Holdco entities with no independent operations or assets)

b) Subsidiaries:

Remarkable Health Acquisition Corp, Remarkable Health LLC, UDSMR LLC, HealthTech Solutions Group, LLC, Gaffey & Associates Inc., Netsmart HOT Acquisition Corp, Hands on Technology (d/b/a TheraOffice), Z-CORE Analytics, LLC, Netalytics Acquisition Holdings, LLC, Netalytics, LLC, SMART Management, LLC

c) Related Business Entities:

None

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

N/A- over 35 shareholders

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

CONTRIBUTION AND AGENT DECLARATION FORM

None other than the parent and subsidiary companies listed in question #2 above

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

Our SVP and General Counsel, Lynn Marasco or her designee will represent

Netsmart in communication with a County Officer regarding the award or approval

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

Not applicable

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date. **None**

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months. **None**

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

CONTRIBUTION AND AGENT DECLARATION FORM

*Please attach an additional page, if necessary.

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are no additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, Nate Poundstone (Authorized Representative), on behalf of Netsmart Technologies, Inc. (Declarant Company), at which I am employed as SVP/Chief Accounting Officer (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.



Signature

5/14/2024

Date

CONTRIBUTION AND AGENT DECLARATION FORM**INDIVIDUAL BIDDERS OR APPLICANTS**

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

Curley L. Bonds, M.D.
Chief Medical Officer

Connie D. Draxler, M.P.A.
Acting Chief Deputy Director

December 14, 2023

TO: Supervisor Lindsey P. Horvath, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Lisa H. Wong, Psy.D.
Director

Connie D. Draxler

SUBJECT: **NOTICE OF INTENT TO EXTEND THE TERM OF AGREEMENT
NUMBER 77676 WITH NETSMART TECHNOLOGIES, INC., FOR THE
CONTINUED PROVISION OF THE INTEGRATED BEHAVIORAL
HEALTH INFORMATION SYSTEM**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts), the Department of Mental Health (DMH) is informing the Board that it intends to extend the current contract with Netsmart Technologies, Inc. (Netsmart), to continue the provision of the Integrated Behavioral Health Information System (IBHIS).

DMH will request that your Board approve an amendment to extend the term of Agreement Number 77676 with Netsmart on a sole source basis for two years, effective December 24, 2024, through December 23, 2026, with three optional one-year extensions. The Total Contract sum for Fiscal Years 2024-25 and 2025-26 is \$26,458,037, fully funded by the State Mental Health Services Act revenue.

NOTIFICATION TIMELINE

Pursuant to Board Policy No. 5.100, DMH is required to provide advance written notice and justification to the Board at least six months prior to the expiration of an existing contract to amend the contracts when departments do not have delegated authority to execute such amendments. The Chief Information Office has reviewed and concurs with this sole source justification. In addition, this matter was briefed at the Operations Cluster

Each Supervisor
December 14, 2023
Page 2

Meeting on December 13, 2023. Unless otherwise instructed by your Board Office within four weeks of this notice, DMH will begin contract negotiations and after the six month notification period, DMH will present to your Board a letter for approval to execute a sole source extension amendment with Netsmart.

JUSTIFICATION

DMH's implementation of IBHIS has proven to be the most comprehensive solution in serving the largest mental health population in the country. IBHIS is a fully integrated, web-enabled software system that supports multiple simultaneous users and securely interfaces with several County information systems and other healthcare organizations. IBHIS provides clinical, administrative, financial, and secure data sharing functionality to support the State of California Department of Health Care Services (DHCS) Medi-Cal and Federal Medicare programs. The DHCS and the County have a highly complex set of requirements, processes, and policies, for medical billing and mental health providers. The County has invested nearly \$124 million in the existing IBHIS, and it has been customized to fit the complex needs of the State and County during the last 10 years.

However, the DHCS is encouraging counties to use a common Electronic Health Record (EHR) System which will enable the State's view of having a wholistic county behavioral health data aggregation and interoperability. The California Mental Health Services Authority, an independent administrative and fiscal public entity representing California counties, took the State's guidance and procured a semi-statewide EHR System (Streamline). Currently there are 23 counties participating in the semi-statewide EHR system. However, to ensure that all State and County requirements are met for this transition, DMH requires more time to evaluate system features and functionality. In particular, the County is most interested in system performance since Streamline is intended to be used by all counties. As such, a comprehensive assessment of Streamline will need to be performed to determine baseline features and functionality offered to participating California counties. In addition, DMH will need time to perform a gap analysis between IBHIS and Streamline and during this process DMH must have an EHR system in place until it has been decided if we can use the State's system.

Each Supervisor
December 14, 2023
Page 3

If you have any questions, or require additional information, please contact me by email at LWong@dmh.lacounty.gov or (213) 947-6670, or your staff may contact Mark Cheng, Chief Information Officer, at MCheng@dmh.lacounty.gov or (213) 878-0180.

LHW:CDD:KN
SK:MC:ZW:atm

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

SOLE SOURCE CHECKLIST

Department Name: Mental Health

☐

New Sole Source Contract

☐

Existing Sole Source Contract

Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ 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.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input checked="" type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Ani Sahakian for Erika Bonilla

Chief Executive Office

Date