



LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
550 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://DMH.LACOUNTY.GOV



MARVIN J. SOUTHARD, D.S.W.
Director
ROBIN KAY, Ph.D.,
Chief Deputy Director
RODERICK SHANER, M.D.
Medical Director

December 16, 2014


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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 December 16, 2014


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

**APPROVAL OF AMENDMENT NO. 9 TO AGREEMENT NO. 74144
WITH SIERRA-CEDAR, INC.
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

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

SUBJECT

Request approval of Amendment No. 9 to acknowledge and consent to the assignment of County Agreement No. 74144 with Sierra-Cedar, Inc. (formerly known as Sierra Systems US, Inc.), to extend the term of the Agreement to allow continued maintenance services of the Integrated System and to add Pool Dollars for the extended term for County-requested Professional Services/Change Orders.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute Amendment No. 9, substantially similar in format to Attachment II, to the existing Department of Mental Health (DMH) Health Insurance Portability and Accountability Act (HIPAA) Remediation Project, Agreement No. 74144 (Agreement) with Sierra-Cedar, Inc. (Sierra-Cedar), effective upon Board approval, to: a) acknowledge and approve the assignment of the Agreement to Sierra-Cedar; b) provide continued maintenance services of the Integrated System (IS) in the amount of \$4,005,095; c) extend the Term of the Agreement through June 30, 2017; d) provide an additional \$600,000 in Pool Dollars for Professional Services/Change Orders; and to increase the Maximum Contract Sum (MCS) to \$36,340,646, funded by 2011 Sales Tax Realignment revenue.

2. Delegate authority to the Director, or his designee, to extend the term of the Agreement for up to two additional 3-month periods, for a total extension not to exceed six months, through December 31, 2017.

3. Delegate authority to the Director, or his designee, to terminate the Agreement for convenience when DMH's planned replacement system, the Integrated Behavioral Health Information System (IBHIS), is fully developed and operational, as determined by the Director, or his designee.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will extend the Agreement for an additional 2.5 years to allow for the continued maintenance of the IS and increase Pool Dollars by an additional \$600,000 from \$5,285,705 to \$5,885,705 for County-requested Professional Services/Change Orders for IS-related work. This Agreement was originally awarded by the Board in 2002. The IS is the system by which contract providers and DMH directly-operated programs are able to claim services and receive reimbursement from various funding sources. The extension is required to allow DMH to effectively respond to requirements under the Affordable Care Act (ACA) and to ensure an orderly transition to the IBHIS, which is the planned successor system to the IS. DMH's IBHIS is currently about 80 percent deployed to DMH directly-operated clinics with additional rollouts scheduled through May 2015; however, DMH sites will remain on the IS for limited purposes through calendar year 2015. Additionally, only four Legal Entity (LE) contract providers of mental health services are transitioned to IBHIS and the remaining LE and Fee-for-Service (FFS) contract providers will be brought on beginning February 2015 through June 2016. Not all contract providers will be off the IS until sometime after December 2016, and possibly as late as March 2017. Once the contract providers are off the IS, they will still have claims being processed in the IS for six to nine months after their transition due to State processing times. The additional Term extensions through December 2017 are included as a matter of prudence allowing time for unforeseen problems with transitioning contract providers and delays in State processing of claims. Without the requested extension, the Agreement is set to expire December 31, 2014.

The primary reason for the need to increase available Pool Dollars is the transition to DMH's new IBHIS. The implementation of IBHIS will require Sierra-Cedar to perform professional services that will facilitate a smooth shut-down of IS and transition to the acquired IBHIS without disturbing DMH's fundamental business processes, relationships with business partners, and transactions with third-party payers. Coordination of such a transition will also require DMH to extend the term of the Agreement through June 30, 2017, with two additional optional 3-month extensions, not to exceed six months through December 31, 2017, and adjust the MCS to reflect an increase in maintenance fees in order to ensure uninterrupted day-to-day operations and continued maintenance of IS. Plans to extend the Agreement beyond June 30, 2017, will only be considered by DMH if it is absolutely necessary.

Board acknowledgement of a series of mergers involving Sierra-Cedar, and approval of an assignment of the Agreement to Sierra-Cedar is also required. There have been no changes to the staffing or resources provided under this Agreement as a result of the merger, and the Agreement will continue to be administered and performed with no negative impact to the County. Sierra-Cedar provides services for a number of state and local agencies, including Los Angeles Superior Court, Los Angeles Unified School District, Los Angeles Police Department, states of Connecticut, Kansas, Oregon, North Dakota, and the cities of Akron, Boston, Minneapolis, and Portland.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 1, "Operational Effectiveness/Fiscal Sustainability."

FISCAL IMPACT/FINANCING

The Amendment will increase the MCS by \$4,605,095 which includes additional Pool Dollars in the amount of \$600,000 for Professional Services/Change Orders for a revised total MCS of \$36,340,646 for the full term of the Agreement. The total cost of the increase is fully funded by 2011 Sales Tax Realignment revenue reallocated within DMH's FY 2014-15 Final Adopted Budget.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 3, 2002, your Board approved County Agreement No. 74144 with Sierra Systems Group, Inc., a California Corporation (Sierra California), a wholly owned subsidiary of Sierra Systems Group, Inc., a British Columbia corporation (Sierra BC), to develop an IS in order to assist DMH in achieving compliance under the HIPAA Transactions and Code Sets (TCS) by the extended Federal deadline of October 16, 2003.

Subsequently, pursuant to the Agreement, DMH executed Amendment Nos. 1, 2, 3, 4, 5, 6, 7, and 8 on March 26, 2003; December 15, 2005; September 16, 2008; November 3, 2009; January 20, 2010; May 10, 2011; October 1, 2013; and July 1, 2014, respectively. Amendment No. 1 revised standard County contract language regarding HIPAA. Amendment No. 2 changed the names of the County Project Director and County Project Manager, added standard contract monitoring language to protect against contract overruns, added and revised certain standard contract provisions, and amended contract language regarding HIPAA. Amendment No. 3 acknowledged the merger of Sierra California with and into Sierra Washington, effective as of December 31, 2003, extended the term of the Agreement through June 30, 2012, with an additional six-month extension through December 31, 2012, increased the MCS by a total of \$8,224,968 to a total of \$27,245,525, and added and revised certain other County-required provisions of the Agreement. Amendment No. 4 increased the MCS by a total of \$700,000 to a total of \$27,945,525. Amendment No. 5 revised contract provisions to the Business Associate Agreement. Amendment No. 6 extended the term of the Agreement through June 30, 2014, with an additional six-month extension through December 31, 2014, and increased the MCS by a total of \$3,790,026 to a total of \$31,735,551. Amendment No. 7 revised standard County language regarding HIPAA. Amendment No. 8 extended the Term of the Agreement from July 1, 2014 through December 31, 2014.

Following execution of Amendment No. 8, in July 2014, DMH learned that effective January 2, 2014, Sierra Washington was merged with and into Sierra US, a wholly owned subsidiary of The Sierra-Cedar Group, Inc., and Sierra Washington ceased to exist. As part of such corporate merger, Sierra US acquired all the assets, including, but not limited to, all hardware, software (including all copyrights and other intellectual property rights), facilities and personnel, of Sierra Washington, and assumed all the obligations, responsibilities, and liabilities and rights of Sierra Washington under the Agreement.

DMH conducted a thorough review of the merger of Sierra Washington with and into Sierra US, pursuant to the standards set forth in the Board Policy on contractor mergers/acquisitions, approved by the Board on July 19, 2005. DMH's initial financial assessment found Sierra US not to be a financially viable entity, and DMH required additional documentation from Sierra US. While DMH was continuing with its review, effective July 1, 2014, Sierra US was merged with and into Sierra-Cedar (formerly known as CedarCrestone, Inc.), a wholly owned subsidiary of IT Services Holdco, Inc. (IT Services Holdco), and Sierra US ceased to exist. As part of such corporate merger, Sierra-Cedar acquired all the assets, including, but not limited to, all hardware, software (including all copyrights and other intellectual property rights), facilities and personnel, of Sierra US, and assumed all the obligations, responsibilities, and liabilities and rights of Sierra US under the Agreement.

DMH conducted a thorough review of the merger of Sierra US with and into Sierra-Cedar, pursuant to the standards set forth in the Board Policy on contractor mergers/acquisitions, approved by the Board on July 19, 2005. DMH found Sierra-Cedar to be a financially viable entity and has the necessary experience to perform the services required under the existing Agreement. Sierra-Cedar represents, and DMH agrees, that the July 1, 2014, corporate merger of Sierra US with and into Sierra-Cedar has not had nor will have any financial impact or service delivery impact whatsoever for the County under the Agreement, and that Sierra-Cedar shall fully perform all of the obligations, responsibilities, and liabilities of Sierra US under the Agreement.

On November 18, 2014, IT Services Holdco executed a Continuing Special Guaranty as guarantor for Sierra-Cedar on the Agreement effective January 2, 2014.

The proposed Amendment acknowledges the merger of Sierra Washington with and into Sierra US, effective as of January 2, 2014, and the merger of Sierra US with and into Sierra-Cedar, effective as of July 1, 2014; extends the term of the Agreement through June 30, 2017, with an additional six-month extension (Option Term) through December 31, 2017, which can be exercised by the Director, or his designee; increases the Pool Dollars for Professional Services/Change Orders, which may include, without limitation, IS-related work needed to transition to DMH's new IBHIS; and increases the MCS by \$4,605,095 to a total of \$36,340,646. The Agreement, and the MCS, provide for an increase in the annual maintenance fees of two percent for FY 2014-15 and a projected increase of two percent for the remaining FYs 2015-16 and 2016-17, provided that the actual percentage increase will be based on the lesser of the annual Consumer Price Index increase of the general annual percentage salary change granted to County employees as of the prior July 1, 2014.

The proposed Amendment increases Pool Dollars for Professional Services/Change Orders, which will include without limitation, IS-related work needed to facilitate a smooth transition to DMH's new IBHIS.

This Amendment also updates and includes new Board policy language, including revising the "Consideration of Hiring Gain/Grow Participants" provision to be consistent with the County's standard contract language. Also, included is the Board-mandated provision on "Local Small Business Enterprise (SBE) Preference Program, and "Time Off for Voting."

The Amendment has been reviewed and approved as to form by County Counsel. The County's Chief Information Officer reviewed this Amendment and recommends approval as indicated on the Analysis (Attachment I).

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

CONTRACTING PROCESS

Sierra California, the initial predecessor to Sierra-Cedar, was selected through a formal open-competitive solicitation process. On September 3, 2002, your Board awarded the Agreement, with a three-year term measured from the date of system acceptance (with an automatic extension for three 2-year extension periods and a single one-year extension period unless either party elected not to extend the term further) in the amount of \$19,020,557, to Sierra California, which merged with and into Sierra Washington, which merged with and into Sierra US, which merged with and into Sierra-Cedar to provide an information technology solution to allow DMH to achieve compliance with the HIPAA TCS rules while continuing to use and improve its legacy system, the Mental Health Management Information System.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

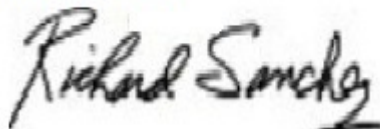
The Board's approval of the recommended Amendment will ensure that a smooth transition from the IS to IBHIS occurs and uninterrupted mental health services to the County will be maintained until the IBHIS is fully deployed.

Respectfully submitted,



MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

Reviewed by:



RICHARD SANCHEZ
Chief Information Officer

MJS:MM:RG:RK:gt

Enclosures

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



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER:	DATE:
CA 14-30	11/24/2014

SUBJECT:

**APPROVAL OF AMENDMENT NO. 9 TO AGREEMENT NO. 74144 WITH
SIERRA-CEDAR, INC.**

RECOMMENDATION:

☒ Approve ☐ Approve with Modification ☐ Disapprove

CONTRACT TYPE:

☐ New Contract ☐ Sole Source
☒ Amendment to Contract #: 74144 ☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☐ Software ☐ Hardware
☐ Telecommunications ☒ Professional Services

SUMMARY:

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

Description: Approval of Amendment No. 9 to Agreement No. 74144 with Sierra-Cedar, Inc. (Sierra-Cedar) to acknowledge and approve the assignment of the Agreement to Sierra-Cedar, Inc., to provide continued maintenance services of Department of Mental Health (DMH's) Integrated System (IS), to extend the term of the Agreement through June 30, 2017, to add Pool Dollars for Professional Services/Change Orders, and to increase the Maximum Contract Sum (MCS).

Maximum Contract Sum: \$4,605,095

Funding Source: 2011 Sales Tax
Realignment Revenue
allocated in DMH's Fiscal
Year 2014-15 Final
Adopted Budget

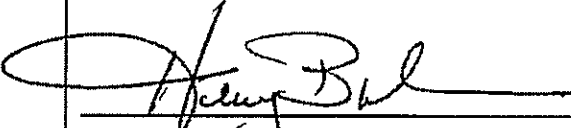

☒ Legislative or Regulatory Mandate ☐ Subvented/Grant Funded:

**Strategic and
Business Analysis**

PROJECT GOALS AND OBJECTIVES:

The business justification for this Amendment is outlined above. It is clearly described and reasonable. This Analysis will focus on DMH's need for continued technical support of the IS, not the request to acknowledge and approve the assignment of the Agreement to Sierra-Cedar. The analysis related to the request to acknowledge and approve the assignment of the Agreement to Sierra-Cedar is being handled by County Counsel.

	<p>BUSINESS DRIVERS:</p> <p>The primary business driver for this Amendment is to allow DMH to continue supporting and making changes to the IS to effectively respond to requirements under the Affordable Care Act (ACA), and to ensure a successful migration to the Integrated Behavioral Health Information System (IBHIS), which is currently being implemented.</p> <hr/> <p>PROJECT ORGANIZATION:</p> <p>This is an Amendment to an existing Agreement, the existing project sponsors and the project governance will remain intact.</p> <hr/> <p>PERFORMANCE METRICS:</p> <p>This is an Amendment to an existing Agreement, the existing performance metrics that DMH is using to measure the system and vendor effectiveness will remain intact.</p> <hr/> <p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>The need for DMH to continue supporting the IS to effectively respond to requirements under the ACA and to ensure a successful migration to IBHIS is strategically aligned with DMH's business objectives. The need to replace the IS with a COTS, web-based electronic health record system is consistent with the CIO Strategic Direction.</p> <hr/> <p>PROJECT APPROACH:</p> <p>This is an Amendment to an existing Agreement, the current project approach will remain intact.</p> <hr/> <p>ALTERNATIVES ANALYZED:</p> <p>This is an Amendment to an existing Agreement, no alternatives were analyzed.</p> <hr/>
Technical Analysis	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The Information Technology (IT) portion of this request aligns well with CIO Strategic Directions and programmatic considerations. It is imperative to DMH that IS continues to be maintained and supported by the vendor until such a time that the new Integrated Behavioral Health Information System (IBHIS) is fully implemented.</p> <hr/>

Financial Analysis	<p>BUDGET:</p> <p>Contract costs</p> <p>Ongoing costs:</p> <p>Services \$ 4,605,095</p> <p>Sub-total Contract Costs: \$ 4,605,095</p> <p>Total ongoing costs over 3 years \$ 4,605,095</p> <p>This Amendment will increase the MCS by a maximum of \$4,605,095 for a revised MCS of \$36,340,646 for the full term of the Agreement. The increase is comprised of \$4,005,095 for continued maintenance services for the IS, and an additional \$600,000 in Pool Dollars for Professional Services/Change Orders.</p>
Risk Analysis	<p>RISK MITIGATION:</p> <p>This is an Amendment to an existing Agreement, no additional risks have been identified. DMH will manage the vendors' efforts based on existing change management processes and established service levels.</p> <p>The Chief Information Security Officer (CISO) reviewed the Amendment and did not identify any IT security or privacy related issues.</p>
CIO Approval	<p>PREPARED BY:</p> <p> Henry Balta, Sr. Associate CIO</p> <p><u>12/2/14</u> Date</p> <p>APPROVED:</p> <p> Richard Sanchez, County Chief Information Officer</p> <p><u>12-2-14</u> Date</p>

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

**Amendment No. 9 to Agreement for
HIPAA Remediation Project
(County Agreement Number 74144)**

Executed in Counterpart 11/19/14 by SCI – Page 1

This Amendment No. 9 ("Amendment No. 9") is entered into by and between the County of Los Angeles ("County") and Sierra-Cedar, Inc., a Delaware corporation ("Sierra-Cedar") and amends that certain County agreement Number 74144, dated September 3, 2002, by and between County and Sierra Systems Group Inc., a California corporation ("Sierra California") for a HIPAA Remediation Project ("Original Agreement"), as amended by that certain Amendment No. 1, dated as of March 26, 2003 ("Amendment No. 1"), and that certain Amendment No. 2, which is dated as of December 15, 2005 and, as adopted and ratified as of September 16, 2008, is effective as of December 15, 2005 ("Amendment No. 2"), and that certain Amendment No. 3, dated as of September 16, 2008 ("Amendment No. 3"), and that certain Amendment No. 4, dated as of November 3, 2009 ("Amendment No. 4"), and that certain Amendment No. 5, dated as of January 20, 2010 ("Amendment No. 5"), and that certain Amendment No. 6, dated as of May 10, 2011 ("Amendment No. 6"), and that certain Amendment No. 7, dated as October 1, 2013 ("Amendment No. 7"), and that certain Amendment No. 8, dated as of July 1, 2014 ("Amendment No. 8"), and any prior implemented Change Orders (the Original Agreement, as so amended prior to the date hereof, the "Existing Agreement").

WHEREAS, on September 3, 2002, County and Sierra California entered into the Original Agreement;

WHEREAS, from September 3, 2002 to December 31, 2003, Sierra California was a wholly owned subsidiary of Sierra Systems Group Inc., a British Columbia corporation ("Sierra BC");

WHEREAS, on or about September 3, 2002, Sierra BC made and executed a Continuing Special Guaranty as guarantor for Sierra California on the Original Agreement and any amendments thereto;

WHEREAS, on March 26, 2003, County and Sierra California entered into Amendment No. 1, for the purpose of implementing federally mandated changes to Exhibit E-1 (Contractor's Obligation As a Business Associate Under the Health Insurance Portability and Accountability Act of 1996);

WHEREAS, effective December 31, 2003, Sierra California was merged with and into Sierra Washington and Sierra California ceased to exist on such date;

WHEREAS, effective December 31, 2003, as part of such corporate merger of Sierra California with and into Sierra Washington, Sierra Washington acquired all the assets, including, but not limited to, all hardware, software (including all copyrights and other intellectual property rights), facilities and personnel, of Sierra California, and assumed all the obligations, responsibilities, liabilities and rights of Sierra California under the Original Agreement and any amendments thereto;

WHEREAS, from December 31, 2003 to February 10, 2007, Sierra Washington was a wholly owned subsidiary of Sierra BC;

WHEREAS, on March 18, 2004, CedarCrestone Software India, Private Ltd., ("CedarCrestone India") was formed as, and is now, a wholly owned subsidiary of Sierra-Cedar;

WHEREAS, on December 15, 2005, County executed and Sierra California purportedly executed Amendment No. 2, for the purpose of changing County Project Director and County

Project Manager, adding contract monitoring language to protect against contract overruns, adding and revising certain provision of Exhibit A (Additional Terms and Conditions) and amending and restating Exhibit E-1 (Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996);

WHEREAS, on December 29, 2006, Sierra Top Holding S.A.R.L., a Luxembourg corporation ("Sierra Top Holding") was formed as a wholly owned subsidiary of GGC Sierra Holdco Ltd., a Cayman Islands corporation ("GGC Sierra");

WHEREAS, on December 29, 2006, Sierra Intermediate Holdings S.A.R.L., a Luxembourg corporation ("Sierra Intermediate") was formed as a wholly owned subsidiary of Sierra Top Holding;

WHEREAS, on January 5, 2007, Sierra Systems Group Inc., was acquired by Golden Gate Capital, a private equity firm based in San Francisco, California ("Golden Gate Capital");

WHEREAS, on January 6, 2007, Sierra BC was acquired by GGC Sierra;

WHEREAS, on February 10, 2007, Sierra Washington and Sierra BC became sister corporations and wholly owned subsidiaries of Sierra Intermediate;

WHEREAS, on August 1, 2008, Sierra BC and Sierra Top Holding made and executed a Continuing Special Guaranty as joint and several guarantors for Sierra Washington on the Existing Agreement and any amendments thereto, effective (i) as to Sierra BC, on January 1, 2004; and (ii) as to Sierra Top Holding, on January 6, 2007;

WHEREAS, on September 16, 2008, County and Sierra Washington entered into Amendment No. 3, for the purpose of acknowledging the corporate merger of Sierra California with and into Sierra Washington, effective as of December 31, 2003, extending the term of the Agreement through June 30, 2012, with an additional six-month extension through December 31, 2012, increasing the Maximum Contract Sum (MCS) by a total of \$8,224,968 to a total of \$27,245,525, and adding and revised certain other County-required provisions of the Agreement.

WHEREAS, on November 3, 2009, County and Sierra Washington entered into Amendment No. 4, for the purpose of increasing the MCS by a total of \$700,000 to a total of \$27,945,525.

WHEREAS, on January 20, 2010, County and Sierra Washington entered into Amendment No. 5, for the purpose of implementing federally mandated changes to Exhibit E-1 (Contractor's Obligation As a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 and Health Information Technology for Economic and Clinical Health Act), effective as of February 17, 2010, to incorporate the increased privacy and security requirements applicable to business associates;

WHEREAS, on January 24, 2010, IT Services Parent Corporation, a Delaware corporation ("IT Services Parent") was formed;

WHEREAS, on November 24, 2010, CCI Parent Corporation, a Delaware corporation ("CCI Parent"), was formed by Golden Gate Capital in conjunction with a transaction whereby The CedarCrestone Group, Inc., a Delaware corporation ("CCG"), agreed to be acquired by CCI Holdings Corporation ("CCI Holdings"), a wholly owned subsidiary of CCI Parent;

WHEREAS, on January 28, 2011, CedarCrestone Inc., a Delaware corporation ("Cedar-Crestone"), was acquired by IT Services Parent;

WHEREAS, on May 10, 2011, County and Sierra Washington entered into Amendment No. 6, for the purpose of extending the term of the Agreement through June 30, 2014, with an

additional six-month extension through December 31, 2014, and increasing the MCS by a total of \$3,790,026 to a total of \$31,735,551;

WHEREAS, on January 10, 2012, IT Services Holdco Inc., a Delaware corporation ("IT Services Holdco") was formed as, and is now, a wholly owned subsidiary of IT Services Parent;

WHEREAS, on June 12, 2012, CCI Parent changed its name to Sierra-Cedar Parent;

WHEREAS, on July 5, 2012, Sierra-Cedar Holdings, L.P., a Delaware corporation ("Sierra-Cedar Holdings"), was formed and owns 100% of IT Services Parent;

WHEREAS, on July 5, 2012, Sierra Intermediate Holdings S.A.R.L., a Luxembourg corporation ("Sierra Intermediate") merged with and into Sierra Top Holding and ceased to have a separate existence;

WHEREAS, on July 5, 2012, GGC Holdco Limited ("GGC Holdco") contributed its interests in Sierra Top Holding, a limited Luxembourg corporation, which owned both Sierra Systems Inc., and Sierra Systems Group Inc., ("the Sierra entities") to Sierra-Cedar Holdings in exchange for interests in the limited partnership. IT Services Parent contributed 100% of their equity interest to Sierra-Cedar Holdings in exchange for partnership interests. Sierra-Cedar Holdings then contributed the ownership of the Sierra entities to CCG and the Sierra entities became, and are now, sister corporations and wholly owned subsidiaries of CCG.

WHEREAS, on September 17, 2012, Sierra Top Holding entered voluntary liquidation on such date pursuant to Luxembourg law have ceased having distributed all assets other than as necessary to meet obligations related to a final winding-up;

WHEREAS, on September 28, 2012, Sierra-Cedar Parent changed its name to IT Services Parent;

WHEREAS, on October 1, 2012, IO Consulting, Inc., a California corporation ("IO") was acquired by IT Services Holdco;

WHEREAS, on November 30, 2012, Analytical Vision, Inc., a North Carolina corporation ("AV") was acquired by IT Services Holdco;

WHEREAS, on October 1, 2013, County and Sierra Washington entered into Amendment No. 7, for the purpose of amending the Business Associate Agreement effective September 23, 2013, to incorporate implementing federally mandated changes to Exhibit E-1 (Contractor's Obligation As a Business Associate Under the Health Insurance Portability and Accountability Act of 1996 and Health Information Technology for Economic and Clinical Health Act), effective as of February 17, 2010, to incorporate the increased privacy and security requirements applicable to business associates;

WHEREAS, on December 16, 2013, Sierra US, a Delaware corporation, was incorporated as, and is now, a wholly owned subsidiary of IT Services Holdco;

WHEREAS, effective January 2, 2014, Sierra Washington was merged with and into Sierra US and Sierra Washington ceased to exist on such date;

WHEREAS, effective January 2, 2014, as part of such corporate merger of Sierra Washington with and into Sierra US, Sierra US acquired all the assets, including, but not limited to, all hardware, software (including all copyrights and other intellectual property rights), facilities and personnel, of Sierra Washington, and assumed all the obligations, responsibilities, liabilities and rights of Sierra Washington under the Original Agreement and any amendments thereto;

WHEREAS, on June 25, 2014, CedarCrestone, Inc., changed its name to Sierra-Cedar;

WHEREAS, on July 1, 2014, County and Sierra US entered into Amendment No. 8, for the purpose of extending the Term of the Agreement from July 1, 2014 through December 31, 2014.

WHEREAS, effective July 1, 2014, as part of such corporate merger of Sierra US with and into Sierra-Cedar, Sierra-Cedar acquired all the assets, including, but not limited to, all hardware, software (including all copyrights and other intellectual property rights), facilities and personnel, of Sierra US, and assumed all the obligations, responsibilities, liabilities and rights of Sierra US under the Existing Agreement and any amendments thereto;

WHEREAS, on September 24, 2014, the liquidation of Sierra Top Holdings was complete pursuant to Luxembourg law having distributed all assets and satisfied all obligations and the Company ceased to exist on such date;

WHEREAS, on November 18, 2014, IT Services Holdco made and executed a Continuing Special Guaranty as guarantor for Sierra-Cedar on the Existing Agreement and any amendments thereto;

WHEREAS, the Existing Agreement is set to expire on December 31, 2014;

WHEREAS, the County and Contractor desire to amend the Existing Agreement in order to, *inter alia*, acknowledge such corporate mergers of Sierra Washington with and into Sierra US and Sierra US with and into Sierra-Cedar; to extend the Term as set forth herein; to increase the amount of Pool Dollars available for Professional Services/Change Orders; to reflect an adjustment in the Maintenance Fees and Maximum Contract Sum for the extended Term; and to update certain provisions required by County's Board of Supervisors; and to avoid an interruption of services while the Department completes the implementation of the IBHIS; and

WHEREAS, County and Contractor are presently engaged in negotiations concerning rights and obligations under the Existing Agreement and, without prejudice to each party's position and interpretation of the terms contained in the Existing Agreement, desire to extend and amend the Existing Agreement as set forth herein.

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

1. Construction.

1.1 Capitalized terms used in this Amendment No. 9 without further definition shall have the meaning ascribed to them in the Existing Agreement.

1.2 As used in this Amendment No. 9, words and phrases such as "including," "for example," "e.g.," and "such as," are intended to be descriptive and not limiting.

2. Representations by Sierra-Cedar Regarding Corporate Merger.

2.1 Effective January 2, 2014, Sierra-Cedar hereby adopts, ratifies, reaffirms and confirms the Agreement and Amendment Nos. 1 through 8. The Effective Date of this Amendment shall be January 2, 2014.

2.2 All references in the Agreement and Amendment Nos. 1 through 8 to "Contractor" and "Sierra Systems US, Inc., a Delaware corporation" shall be deemed amended, effective January 2, 2014, to refer to "Sierra-Cedar, Inc., a Delaware corporation", which shall be deemed "Contractor" under the Original Agreement, Amendment Nos. 1 through 8, and any further amendments thereto, including, but not limited to Amendment No. 9.

2.3 Effective January 2, 2014, Sierra-Cedar hereby adopts, ratifies, reaffirms and confirms (i) any and all Change Orders entered into between all prior predecessors of Sierra-

Cedar with County in this Agreement; and (ii) any and all notices, billings, and other documents prepared by all prior predecessors of Sierra-Cedar and submitted to County in connection with this Agreement.

2.4 Effective January 2, 2014, all references to "Contractor" and "Sierra Systems US, Inc., a Delaware corporation", in (i) any and all Change Orders and (ii) any and all notices, billings, and other documents prepared by Sierra US and submitted to County in connection with this Agreement, shall refer to "Sierra-Cedar Inc., a Delaware corporation", which shall be deemed "Contractor" on such Change Orders, notices, billings, and other documents.

2.5 Contractor does not believe that the July 1, 2014 corporate merger of Sierra US with and into Sierra-Cedar has had or will have any financial impact or service delivery impact whatsoever for County under the Original Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, and/or any further amendments thereto, including, but not limited to, Amendment No. 9.

3. Amendments to the Base Document of the Existing Agreement.

The base document to the Existing Agreement is amended as follows:

3.1 Agreement. Subparagraph 1.1 is hereby amended by deleting it in its entirety and replacing it with the following:

"1.1 Agreement. This base document, along with Exhibits A through Q attached hereto and the appendices attached to the Statement of Work, in each case, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, Amendment No. 9 (defined below) and Change Orders 1 through 176 (with the exception of cancelled Change Orders 14, 30, 33, 43, 54, 62, 66, 72, 74, 87, 165, and 169), and any future amendments or change orders that may be executed, collectively constitute and throughout and hereinafter are referred to as the "Agreement"."

3.2 Definitions. Paragraph 2 (Definitions) is hereby amended by adding the following definitions thereto in the appropriate alphabetical order:

2.2.1 "Amendment No. 9" means that certain Amendment No. 9 to County Agreement Number 74144, dated as of the date of approval by County's Board of Supervisors, by and between County and Contractor."

2.2.2 "Amendment No. 9 Effective Date" means the date on which Amendment No. 9 becomes effective in accordance with its terms."

3.3 Subparagraph 4.1.1 (Contractor Project Director) is hereby amended by deleting it in its entirety and replacing it with the following:

"4.1.1 Contractor Project Director shall be the following person:

Joe Siegel"

3.4 Term. Paragraph 7 is hereby amended by deleting it in its entirety and replacing it with the following:

"7. **TERM**. The term of this Agreement shall commence upon the Effective Date and shall continue until June 30, 2017, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). At the sole discretion of County

Project Director, the Initial Term may be extended for two (2) additional three (3) month periods, for a total extension not to exceed six (6) months through December 31, 2017 (such extension shall be referred to as the "Option Term"). Any such extension shall be accomplished by the provision of at least fifteen (15) days prior written notice by County Project Director, prior to expiration of the Initial Term or the first additional six (6) month extension period. Beginning not later than ninety (90) days before the end of the Initial Term of this Agreement or, if extended, the Option Term, Contractor shall provide, upon written request by County, Transition Services through the end of the Term as part of Maintenance Services and for no additional cost to County beyond the Maintenance Fee. As used herein, the "Term" shall mean the initial Term and, if extended, the Option Term, as the case may be."

3.5 Subparagraph 8.3 is hereby amended by deleting it in its entirety and replacing it with the following:

"8.3 Pool Dollars. Exhibit C (Price and Schedule of Payments) includes the aggregate pool dollars available for Professional Services/Change Orders in accordance with Subparagraph 13.5 (Professional Services) and Paragraph 6 (Change Orders and Amendments) (collectively, "Pool Dollars"). Contractor acknowledges that, as of the Amendment No. 9 Effective Date, Change Orders 1 through 176, with the exception of cancelled Change Orders 14, 30, 33, 43, 54, 62, 66, 72, 74, 87, 165, and 169, have been executed and County has paid to Contractor \$4,776,821 in Pool Dollars in exchange for Professional Services/Change Orders requested by County thereunder. County and Contractor acknowledge and agree that as of the Amendment No. 9 Effective Date, \$1,108,884 [(\$5,285,705 - [\$4,776,821]) + [\$600,000]] of Pool Dollars are available for Professional Services/Change Orders in accordance with Subparagraph 13.5 (Professional Services) and Paragraph 6 (Change Orders and Amendments). Upon approval by the Board of Supervisors of Amendment No. 9, \$600,000 in Pool Dollars will be available. Beginning each fiscal year (i.e., July 1) following the Board's Approval of Amendment No. 9, and during the Initial Term, County Project Director will have the authority, in his/her sole discretion and subject to availability of funds in County's budget, to increase the then remaining amount of available Pool Dollars by up to \$200,000. In the event the Director of DMH exercises his/her discretion to extend the Initial Term pursuant to Paragraph 7 (Term), County Project Director will have the authority, in his/her sole discretion and subject to availability of funds in County's budget, to increase the then remaining amount of available Pool Dollars by up to \$100,000, which in no event, can exceed the total amount of \$600,000 approved by the Board for Amendment No. 9. Notwithstanding any provision of this Agreement to the contrary, Contractor is not obligated to perform Work under Change Orders if Pool Dollars are not available to pay for such Work."

3.6 Notices. Paragraph 21 is hereby amended by deleting it in its entirety and replacing it with the following:

"21. NOTICES. All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, (3) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (4) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving party of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) Working Days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Department of Mental Health
695 S. Vermont Avenue, 11th Floor
Los Angeles, California 90005
Attn: Jay Patel
Facsimile: (213) 252-8884

With a copy to:

(2) County Counsel, Los Angeles County
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attention: Truc Moore
Facsimile: (213) 633-1915

To Contractor: (1) Sierra-Cedar, Inc.
222 North Sepulveda Blvd., Suite 1310
El Segundo, California 90245
Attention: Joe Siegel
Facsimile: (310) 536-6282

With a copy to:

(2) Sierra-Cedar, Inc.
1255 Alderman Drive
Alpharetta, Georgia 30005
Attn. Legal Department
Facsimile: 678-385-7541

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

4. Amendments to Exhibit A (Additional Terms and Conditions).

Exhibit A (Additional Terms and Conditions) to Existing Agreement is hereby amended as follows:

4.1 Paragraph 26 (Consideration of Hiring Gain/Grow Participants) is amended by deleting it in its entirety and replacing it with the following:

"26. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

26.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

4.2 Paragraph 63 (Local Small Business Enterprise (SBE) Preference Program), Paragraph 64 (Data Destruction), and Paragraph 65 (Time Off for Voting) are hereby added to Exhibit A (Additional Terms and Conditions) to the Existing Agreement, which shall read as follows:

"63. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM.

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

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

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

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

64. DATA DESTRUCTION

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within

ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

65. TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000."

5. Amendment to Exhibit C (Price and Schedule of Payments).

Exhibit C (Price and Schedule of Payments) to the Existing Agreement is hereby amended by deleting it in its entirety and replacing it with the revised Exhibit C (Price and Schedule of Payments), each page dated December 2014, which is attached hereto as Attachment 1 (Exhibit C (Price and Schedule of Payments)) and incorporated herein by reference.

6. Effectiveness of Amendment No. 9.

Except as set forth in Section 2 (Representations by Sierra-Cedar Regarding Corporate Merger), this Amendment No. 9 shall become effective on the date of approval by County's Board of Supervisors.

7. Incorporation of "Whereas" Clauses.

Contractor and County agree that the "Whereas" clauses in this Amendment No. 9 are hereby incorporated into this Amendment No. 9 as though fully set forth hereat.

8. Other Provisions of Agreement.

Except as provided in this Amendment No. 9, all other terms and conditions of the Agreement shall remain in full force and effect.

9. Authorization Warranty.

Contractor hereby represents and warrants that the person executing this Amendment No. 9 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Amendment No. 9 and that all requirements of Contractor have been fulfilled to provide such actual authority.

10. Arm's Length Negotiations.

This Amendment No. 9 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 No. 9 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 No. 9 together with the Existing Agreement and exhibits and attachments hereto and thereto and Change Orders 1 through 176, with the exception of cancelled Change Orders 14, 30, 33, 43, 54, 62, 66, 72, 74 , 87, 165, and 169 constitutes the entire agreement of County and Contractor as of the date of approval of this Amendment No. 9 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. However, nothing in this Section 11 (Entire Agreement) shall affect any effective date set forth in this Amendment No. 9, including, without limitation, the effective dates set forth in Section 2 (Representations by Sierra-Cedar Regarding Corporate Merger).

12. No Waiver.

The execution of this Amendment by the parties shall not serve as a waiver by either party of any claims, right, defenses or remedies that either party may have against the other party. Any and all such claims, rights or remedies are hereby expressly reserved by the parties.

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Amendment No. 9 to County Agreement Number 74144 to be subscribed by County's Director of Mental Health, and Contractor has caused this Amendment No. 9 to be subscribed on its behalf by its duly authorized officer, this ____ day of _____, 2014.

COUNTY OF LOS ANGELES

By: _____
Marvin J. Southard, D.S.W., Director,
Department of Mental Health

**SIERRA-CEDAR, INC.
A DELAWARE CORPORATION AS
SUCCESSOR BY MERGER TO
SIERRA SYSTEMS US, INC.,
A DELAWARE CORPORATION**

By: _____
Name: Brian E. Fees
Title: Corporate Officer/ EVP

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By: _____
Truc Moore
Senior Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By: _____
Chief, Contracts Development
And Administration Division

**Amendment No. 9 to Agreement for
HIPAA Remediation Project,
County Agreement Number 74144**

Attachment 1

Exhibit C (Price and Schedule of Payments)

[see attached]

Exhibit C (Price and Schedule of Payments)

Payment Schedule by Deliverables

Task	DMH/HIPAA Remediation Deliverables	Payment Date	Invoice Amount	Average Monthly Maintenance Fees	% of Invoiced Amount to Total
1.0 Manage and Control Project					
1.1 Project Control Document		09/23/02	\$ 17,303		0.14%
1.2 Semi-Monthly Project Status Reports (14 Months) **		Semi-Monthly	\$ 367,043		2.89%
2.0 Design General Solution					
2.1 Prepare Integrated System Requirements		11/04/02	\$ 109,720		0.87%
2.2 Design General Solution		11/18/02	\$ 88,090		0.69%
3.0 Document Business Processes					
3.1.1 April 16th Business Processes		12/18/02	\$ 283,148		2.23%
3.1.2. Other Business Processes		03/11/03	\$ 192,845		1.52%
3.2.1 April 16th Data Elements		12/27/02	\$ 278,429		2.20%
3.2.2 Other Data Elements		04/15/03	\$ 208,376		1.64%
4.0 Establish Technical Architecture					
4 Technical Architecture Document and Plan		10/14/02	\$ 30,412		0.24%
5.0 Impl & Config Integration Broker					
5.1 Install and Configure Integration Broker		11/27/02	\$ 982,995		7.75%
5.2.1 April 16th System Edits		02/28/03	\$ 801,093		6.32%
5.2.2 Other System Edits		05/21/03	\$ 245,652		1.94%
7.0 Develop & Impl End User Interface					
7.1 Replace MHMIS Subsystems & Screens		06/18/03	\$ 601,636		4.75%
7.2 Develop DDE		07/24/03	\$ 981,509		7.74%
7.3 Replacement end-user Interface		03/13/03	\$ 352,262		2.78%
8.0 Design & Impl Security and Audit Features					
8.1 Integrated System Security Plan		12/13/02	\$ 34,607		0.27%
8.2 Integrated System Audit Specifications		01/08/03	\$ 25,955		0.20%
8.3 Integrated System Security and Audit Features		03/20/03	\$ 313,755		2.47%
9.0 Design & Develop Reports					
9 Design & Develop Reports		05/05/03	\$ 329,804		2.60%
10.0 Test Integrated System					
10.1 Develop Test Plan		01/20/03	\$ 88,845		0.70%
10.3.1 April 16th Regression Test		05/01/03	\$ 565,396		4.46%
10.3.2 Other Regression Test		06/11/03	\$ 124,467		0.98%
10.3.3 DDE Regression Test		07/24/03	\$ 468,426		3.69%
10.4 April Transaction Roundtrip Test		04/16/03	\$ 57,023		0.45%
10.5 Simulated Load Test		07/24/03	\$ 371,317		2.93%
10.6 Acceptance Test		02/16/04	\$ 1,969,711		15.54%
10.7 Process to Accept Trading Partners		05/05/03	\$ 18,142		0.14%
10.8 Escrow Deposit of all Integrated System		10/30/03			0.00%
11.0 Training					
11.1 Design and Document Training Program		06/18/03	\$ 698,827		5.51%
11.2 Technical Staff Training		09/12/03	\$ 86,343		0.68%
11.3 End User Staff Training		11/07/03	\$ 129,514		1.02%
11.4 Updated Training Programs		01/23/04	\$ 19,576		0.15%

Payment Schedule by Deliverables

(Revised Under Amendment No. 9 of Agreement)