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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

November 18, 2009

Dear Prospective Proposer:

REISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR AN INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM (IBHIS) #DMH-1109B2

The County of Los Angeles (County) Department of Mental Health (Department) is reissuing a Request for Proposals (RFP) seeking proposals from qualified vendors for the provision of an Integrated Behavioral Health Information System (IBHIS). The selected vendor will provide an operationally proven, web-enabled commercial-off-the-shelf (COTS) software solution consistent with our requirements for an IBHIS that will have multiple simultaneous users and interface with several existing County systems. The RFP is available online at the following web address: **http://dmh.lacountv.gov/IBHIS**.

Notwithstanding any other provision of this RFP, this is a solicitation for proposals only and is not an offer to enter into a contract. The County reserves the right to reject any and all proposals in response to this RFP or to cancel this solicitation prior to Agreement execution.

The Department is aware of the considerable investment of business resources that goes into the preparation and presentation of any proposal, especially in response to an RFP of this type. Therefore, we encourage potential Proposers to review Section 3.2 (Minimum Mandatory Requirements) of this RFP and assess their ability to meet the needs of the Department before investing substantial time and resources towards reviewing and responding to the entire proposal. Firms that can provide evidence that they meet the minimum qualifications and requirements are invited to submit a proposal to provide the products and services further described in the body and appendices of this RFP.

The timetable for this RFP is as follows:

- Release of RFP.....November 18, 2009
- Release of RFP Orientation.....November 24, 2009
- Request for a Solicitation Requirements Review Due Date.....December 04, 2009
- Written Questions Submission Due Date.....December 09, 2009
- **Enhanced File Transfer (EFT) Access Application Due Date ..... December 09, 2009**
- Questions and Answers Released..... ....January 13, 2010
- **Proposal Due Date.....3:00 p.m. (PST)..... .....February 18, 2010**

PROPOSALS WILL NOT BE ACCEPTED AFTER 3:00 P.M., FEBRUARY 18, 2010

The Department has determined that a Mandatory Proposers' Conference **will not** be held for the reissuance of this RFP. All Proposers interested in responding to this RFP are encouraged to view the RFP Orientation which will be released to County's web site on November 24, 2009. The orientation will provide an opportunity for Proposers to hear from the Department's Director, Office of the Medical Director, and Chief Information Officer to obtain pertinent information for responding to this RFP.

All contact regarding this RFP or any matter relating thereto must be in English, typewritten and mailed, e-mailed or faxed to County's Point of Contact (POC) as follows:

Dixie Marin, Contract Analyst
Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 7th Floor Reception Room
Los Angeles, California 90005
Fax: (213) 252-8884
E-mail address: IBHISCommunications@dmh.lacounty.gov

We look forward to the receipt of your proposal.

Sincerely,

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

MJS:RG:ATM

LOS ANGELES COUNTY
DEPARTMENT OF MENTAL HEALTH

REQUEST FOR PROPOSALS

FOR AN

INTEGRATED BEHAVIORAL HEALTH

INFORMATION SYSTEM (IBHIS)

Addendum Number Three
February 17, 2010

Prepared By
County of Los Angeles
Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 7th Floor Reception Room
Los Angeles, CA 90005

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1.0 INTRODUCTION

1.1 PURPOSE

The County of Los Angeles (County[1]) Department of Mental Health (DMH or the Department) is seeking proposals from qualified vendors to install, set-up, configure, implement and maintain a commercially available off-the-shelf (COTS), web-enabled integrated software application, which shall meet all the functional and technical requirements set forth in Appendix A (Statement of Work), Appendix B (Technical Solution Response) and Appendix D (Maintenance and Support Services) of this Request For Proposals (RFP) with minimal customizations. The combined clinical, administrative, and financial system will comprise and be known as the Integrated Behavioral Health Information System (IBHIS, and as further defined in the Agreement, as the System). The proposed System must have a track record of success in other mental health service delivery organizations comparable in size and complexity to DMH and must have the functional ability to support the State of California Department of Mental Health (SDMH) Medi-Cal and federal Medicare programs. DMH invites qualified firms to submit a firm fixed price proposal to provide a fully integrated System as defined herein.

The ultimate goal of DMH is to migrate to a paperless health record environment by obtaining a product that will enable the Department to meet the federal and state mandates for an Electronic Health Record (EHR) and meet County's Strategic Plan goal to achieve a seamless electronic exchange of selected health and human services data across County providers. The proposed System will replace DMH's existing legacy mainframe-based Mental Health Management Information System (MHMIS) and the web-based "wrapper" of the MHMIS known as the Integrated System (IS), which was implemented in 2004 to meet Health Insurance Portability and Accountability Act (HIPAA) Transaction and Code Set requirements.

The proposed System will be pilot tested twice using a subset of directly operated programs in both field and clinic based settings. Authorizations, claims submission, processing, and administration will also be tested for both Directly Operated Facilities and Contract Providers. The proposed System will be deployed to all DMH operated providers upon the successful completion of two (2) pilot tests. Contract Providers of mental health services will access selected information in the proposed System through a secure web-enabled portal and submit claims and other business and clinical transactions through Electronic Data Interchange (EDI) processes.

[1] Defined terms are denoted by initial capitalization. Unless terms are defined herein, definitions are provided in Appendix A (Statement of Work), Appendix D (Maintenance and Support Services) and Appendix F (Glossary) if they are Department-specific terms; otherwise, they are provided in Appendix E (Sample Agreement), Paragraph 1.4 (Definitions). In addition, Appendices may contain Appendix-specific definitions.

1.2 IBHIS PROCUREMENT PROCEDURES

1.2.1 This RFP establishes guidelines, criteria, and procedures for submitting proposals. It is the duty of each Proposer to thoroughly review the entire RFP, including all Attachments and Appendices, for terms, conditions and requirements that are included throughout this RFP. Proposals must be received by County by **3:00 p.m., Pacific Standard Time, on February 22, 2010,** to be eligible for consideration. Late proposals will not be accepted.

1.2.2 Proposers with relevant COTS product offerings and who are experienced in the design, development, implementation, maintenance, and operations of the systems and services described in Section 1.1 (Purpose) are invited to respond to this RFP. Proposers **must** meet the minimum mandatory requirements detailed in Section 3.2 (Minimum Mandatory Requirements). Failure to meet the minimum mandatory requirements shall result in elimination of the Proposer from further consideration, as determined by County in its sole discretion.

1.2.3 The evaluation of proposals is a multi-phased process as described in Section 6.0 (Selection Process and Evaluation Criteria). County may, at its sole discretion, reject any or all responses submitted in response to this RFP at any time. County shall not be liable for any costs incurred by any Proposer in connection with the preparation, submission, or presentation of any proposal.

1.2.4 DMH recommendation for Contractor selection is subject to approval by the County's Board of Supervisors (the Board). In its sole discretion, the Board may enter into an Agreement with one (1) prime Contractor for the IBHIS, governing the Work described in this RFP.

1.2.5 The selected Contractor shall provide the IBHIS, fully developed and as further detailed in Appendix E (Sample Agreement), implemented according to County requirements; shall benchmark and verify IBHIS performance, and shall perform continuing support, modifications, and Enhancements, in each case as further set forth in the Specifications. County shall own, without limitation, all IBHIS data as well as all information pertaining to the design and configuration of the County's technical infrastructure relating to the System. Contractor shall furthermore implement and otherwise provide all software necessary to manage and operate the Application Software.

1.2.6 Any resultant Agreement will be a deliverables-based contract with a total Contract Sum for all Work.

1.3 RFP TIMETABLE

The following timetable is tentative for this RFP and is subject to change without notice to the Proposers at the County's sole discretion:

All dates refer to Pacific Standard Time

➢ Release of RFP		November 18, 2009
➢ Release of RFP Orientation		November 24, 2009
➢ Request for a Solicitation Requirements Review Due Date		December 04, 2009
➢ Written Questions Submission Due Date		December 09, 2009
➢ **Enhanced File Transfer (EFT) Access Application Due Date**		**December 09, 2009**
➢ Questions and Answers Released		January 13, 2010
➢ **Proposal Due Date**	**3:00 p.m. (PST)**	**February 22, 2010**

1.4 BASIS OF RESPONSE TO THE RFP

The RFP, including all Attachments and Appendices as listed in the Table of Contents, sets forth County requirements for the IBHIS. Proposers should formulate and base all responses solely from the information contained in this RFP. Should the County determine any material changes to this RFP are required, an addendum to the RFP will be released. It is the Proposer's responsibility to identify any perceived points of conflict or ambiguity and to request interpretations or clarifications about any language in the RFP. Clarification or explanations may be provided in the form of written responses to written questions submitted by Proposers (see Section 4.3 (Proposers' Questions)).

2.0 IBHIS PROJECT

2.1 BACKGROUND

Los Angeles County is one of the largest counties in the nation. The County covers four thousand (4,000) square miles, and has eighty-eight (88) incorporated cities and more than one hundred and thirty (130) unincorporated communities. More than ten million (10,000 000) people reside in Los Angeles County. DMH serves, directly and/or through contracted providers, approximately one-quarter of a million residents each year, making it the largest mental health service system in the nation. The Director of Mental Health serves as Public Guardian, acting as conservator for persons gravely disabled by mental illness and as appointed by the court for the elderly. The Director is also the County's Conservatorship Investigation Officer and has the responsibility to assure that patients' rights are protected in all public and private programs providing involuntary assessment, care, and treatment. To learn more about the Los Angeles County Department of Mental Health, we suggest viewing our website at: http://dmh.lacounty.gov/ . In addition, the Department's budget information can be found in the County of Los Angeles 2008-09 Final Budget, pages 147 – 148 at: http://file.lacounty.gov/lac/cms1_115150.pdf.

2.1.1 In recent years the Department has transformed into a client-centered, family-involved, and recovery-oriented service delivery system with a comprehensive, multi-level, multi-disciplinary, community-based umbrella of services, provided through a network of public, non-profit and for-profit providers. DMH's progress in its mission requires increased consideration and focus on who the Department serves, the quality of service provided, optimized use of resources and, most importantly, effectiveness in assisting people with mental illness along the road to recovery. Specifying, selecting, and implementing the IBHIS is one of the more important and measured steps DMH can take toward fulfilling these expectations.

2.1.2 In November 2004, voters in California passed Proposition 63, now called the Mental Health Services Act (MHSA). MHSA provides a great opportunity for DMH to reengineer the way it delivers mental health services, but it also requires significantly improved automated support in order to meet State expectations for performance and outcome measures reporting. DMH cannot meet MHSA program transformation and reporting expectations with its current information system. The IBHIS will automate DMH clinical and administrative operations, and replace both the MHMIS and the IS for claims processing functions. The IBHIS will bring the operation of our mental health system into alignment with 21st century expectations.

2.1.3 DMH is a diverse complex organization that functions both as a provider and as a health plan (i.e., a payer and administrator) for delivering mental health services to its County population.

2.1.3.1 DMH provides a range of mental health services to people of all ages, including adults who are functionally disabled by severe and persistent mental illness, or who are temporarily impaired or in situational crisis, and children and youth who are seriously emotionally disturbed and diagnosed with a mental disorder, as well as special education students referred by local schools and educational institutions or those who are in the foster care system. DMH also serves a small number of juvenile clients receiving services outside of the DMH provider network in other California counties and sometimes in other states.

2.1.3.2 DMH services include mental health assessment, crisis intervention, case management, recovery-oriented psychotherapy, rehabilitation intervention, and medication support. Services are provided in a broad array of settings including community clinics, on the streets, at home, in board-and-care homes, foster care facilities, in jails, and in juvenile halls and probation camps as further detailed below.

2.1.3.3 DMH does not directly operate inpatient facilities, but does capture episode information, process claims for a subset of these facilities, and manage the contracts and service authorizations of these facilities.

2.1.3.4 DMH serves people with various levels of income and insurance coverage. The majority of recipients of DMH services are Medi-Cal beneficiaries and uninsured persons; the bulk of the Department's service recipients have low income.

2.1.3.5 DMH employs approximately three thousand, six hundred (3,600) full-time staff, approximately half of whom are devoted to direct service delivery. Additional direct service staff includes supervised student professionals, part-time staff and temporary staff. From these various categories, in the fourth quarter of FY 2008-2009, one thousand, seven hundred eight (1,708) individuals provided claimed services to clients through directly operated DMH sites. Our diverse workforce includes psychiatrists, psychologists, social workers, marriage and family therapists, nurses, nurse practitioners, and paraprofessional staff including trained mental health consumers, as well as administrative, management, and support staff. Refer to Section 3.0 (DMH Statistics) of Appendix B.4 (System Hardware Response) for further statistical information.

2.1.3.6 DMH delivers direct services through over one hundred (100) distinct locations/programs including:

- ACCESS Center – a twenty-four (24) hour mental health emergency call center and mental health information center;
- Community Mental Health Clinics;
- Field-based clinical service delivery programs;
- Jails;
- Juvenile Detention Facilities;
- Programs co-located with other County Agencies;
- Schools;
- Service Area Navigator Teams;
- Twenty-four (24) hour psychiatric crisis field response teams, some of which are teamed with local law enforcement agencies;
- Urgent Care Centers; and
- Wellness Centers.

All DMH rendering providers (including both licensed clinicians and non-licensed paraprofessional mental health workers) claim under their own name and the service location site under which the service was delivered. All directly operated service location sites are under a single DMH legal entity.

The number and diversity of programs and program sites are expected to grow as DMH continues to implement additional programs associated with the MHSA.

2.1.3.7 DMH also functions as the administrator for the State of California's Medi-Cal Local Mental Health Plan. Contract Providers account for approximately eighty-five percent (85%) of the Medi-Cal mental health claims volume in Los Angeles County. Beyond our Directly Operated programs, the provider network is administered by DMH through contracts with Non-Governmental Agency (NGA) Short-Doyle/Medi-Cal community mental health facilities, Fee-for-Service (FFS) network providers (individual, group and organizational), approximately thirty (30) psychiatric inpatient facilities, and varying types of residential facilities.

DMH also contracts with over one hundred (100) retail pharmacies that dispense medications to indigent patients, funded by the

Department's uninsured medication budget, as well as to patients insured under Medi-Cal and Medicare.

In general, Contract Providers of mental health services submit clinical, workload and outcomes measures information, along with their claims for reimbursement for services delivered, to DMH. Some providers are already using EDI to submit units of service and claims to DMH. DMH currently forwards reimbursement claims and other relevant data to the State. The State returns payment on approved claims to DMH. However, DMH must modify its existing system and business processes to permit DMH to adjudicate and prospectively pay claims that are not in excess of the Maximum Contract Amount (MCA) of their legal entity agreements. DMH will then forward claims to the State for reimbursement. Claims that are denied at State level will be subsequently denied by DMH and DMH will adjust future payments to the Contract Providers to recoup prospective payments. As a result, this change in processing also requires DMH to track contract limits, adjudicated claims against contract limits and various claims and contract related information through the proposed System.

DMH's administrative function also includes providing formal service authorizations for access to, and/or payment associated with, certain treatment settings or programs. These treatment settings or programs for which DMH serves as an authorizing agent include:

- ***Fee-for-Service (FFS) Inpatient Services -*** The Medi-Cal Inpatient Consolidation Unit of DMH reviews and authorizes payment claims for services already rendered relating to approximately thirteen thousand (13,000) inpatient bed days, from approximately one thousand, eight hundred (1,800) admissions per month.

- ***FFS Professional Services -*** The Professional Services Unit credentials individual and group providers of mental health services, and provides prospective authorization of Day Treatment, Psychological Testing, and Over-Threshold Specialty Mental Health Services for Medi-Cal beneficiaries. The Professional Services Unit processes approximately three hundred fifty (350) authorization requests per month.

- ***Countywide Resource Management -*** DMH centrally tracks capacity and prospectively authorizes access to approximately

one thousand, four hundred (1,400) beds distributed across Institutes for Mental Disease (IMDs), a Psychiatric Health Facility (PHF), State Hospitals, Intensive Residential Facilities, and inpatient facilities serving indigent clients.

- ***Enrollment-Based Specialized Outpatient Service Programs -*** DMH provides centralized authorization for access to specialized outpatient services including MHSA Full Service Partnership programs for all age groups (approximately eight thousand (8,000) funded client slots), Assertive Community Treatment programs (approximately two hundred (200) slots), and Intensive In Home Mental Health Services programs (approximately five hundred (500) slots). These specialized outpatient services are delivered by both contracted and directly operated programs.

- ***Interagency Placement Screening Committee (IPSC) -*** The IPSC makes recommendations about residential placements for children and adolescents with severe emotional disorders. If the child is ultimately placed in a Residential Care Level (RCL) 14 or Community Treatment Facility (CTF), the DMH Children's Countywide Case Management division then issues the formal Certification for Level of Care.

2.2 DEPARTMENTAL ORGANIZATIONAL OVERVIEW

2.2.1 DMH is organized into service bureaus and administrative bureaus to provide service delivery, program administration and support for mental health services. Attachment RFP 1 (DMH Functional Organizational Chart) and Attachment RFP 2 (Service Areas) are provided to familiarize Proposers with the existing organization of the Department. These charts are for informational purposes only and do not reflect possible organizational changes that the proposed System may facilitate for the Department.

2.2.1.1 Service bureaus oversee the delivery of mental health services to specific population groups and typically are responsible for specialized services provided on a Countywide basis, and policy, program development, technical assistance, and service authorization. Attachment RFP 1 (DMH Functional Organizational Chart) provides the organization's framework for the provision of services while Attachment RFP 2 (Service Areas) displays geographical coverage.

2.2.1.2 Administrative bureaus support DMH in its role as a plan administrator and service provider by aggregating many critical

administrative functions. The major administrative bureaus and executive offices are listed in Attachment RFP 1 (DMH Functional Organizational Chart).

2.2.2 The Chief Information Office Bureau (CIOB) provides information technology (IT) support for DMH and is comprised of the following departmental divisions:

- Data & Integration Services
- Enterprise Applications
- Project Management and Planning
- Information Security
- Technology Services

2.2.3 CIOB significantly increased its budgeted items in the first quarter of FY 2007-2008 in direct response to MHSA related demand for IT services. This thirty-six percent (36%) increase in budgeted Full-Time Equivalent (FTE) personnel will assure that the IBHIS is implemented in an organization prepared to carry its weight during the implementation and deliver the more intensive and responsive level of support that an organization with an EHR requires. See Attachment RFP 3 (Integrated Behavioral Health Information System Organizational Chart) for the IBHIS Project Organizational Chart.

2.3 CURRENT SYSTEMS ENVIRONMENT

Information provided in this Section 2.3 (Current Systems Environment) is solely for the purposes of clarifying County's current systems environment and does not specify requirements for this proposal.

2.3.1 As set forth in Section 2.2 (Departmental Organizational Overview), DMH is responsible for mental health services across a four thousand (4,000) square mile geographic region, containing over one hundred (100) Directly Operated provider sites/programs and approximately five hundred (500) Contract Providers of varying size. Clients can, and often do, receive care at more than one location within the system. When a client receives care at multiple locations, especially in emergency situations, the clinicians would ideally have access to all of the available information about the client's diagnoses, previous treatments and current medications. While the clinicians are able to determine electronically whether a client has previously received care within the DMH system, very little other information is available electronically for review at all sites because clinical information is currently kept in paper charts at each clinic site. Further, the minimal information that is electronically available is not readily accessible by field staff.

2.3.2 DMH currently lacks comprehensive, integrated and broadly accessible clinical information systems to support the behavioral health services which are core to its mission. Planning, evaluating and documenting clinical services are performed manually. To track and monitor care, DMH is required to expend duplicative effort to prepare multiple paper forms, logs and charts, and enter data into multiple, non-integrated spreadsheets and stand-alone applications. These manual processes consume a large portion of our clinician's time, thus limiting the number of clients that the clinicians can assist on any given day. Clinician productivity and effectiveness are further impeded by their limited access to current clinical information for clients and the lack of basic, automated clinical tools necessary for effective planning and management of client care. The lack of comprehensive, integrated and accessible clinical information systems also affects DMH's ability to aggregate clinical data from disparate sources into comprehensive organizational data for statistical reporting purposes to support DMH in its planning and service delivery efforts.

2.3.3 Automating clinical information is essential to establishing a foundation for a fully functional EHR. Multiple County departments, whose service populations overlap with DMH, collect and rely on healthcare information that is either similar or complimentary to the information collected by DMH for its clients. Sharing data between these County departments and agencies is currently limited, fragmented, and typically a labor intensive manual process.

2.3.4 By transitioning to a paperless environment and reducing the fragmented non-standard local systems, DMH expects to more accurately report the services provided and consequently, increase reimbursements. Accurately and consistently capturing clinical information in a standardized electronic format is essential to maximizing DMH legitimate reimbursements.

2.3.5 Currently ordering of and access to laboratory results is a manual process. Orders are hand written by providers. A hard copy of the laboratory result is received from Quest Diagnostics, which is DMH's current contracted laboratory services provider. The result is printed and placed in the clinical record for review by treating professionals.

2.3.6 Credentialing of medical professionals is an essential function in any medical service delivery organization, and is currently a largely manual, labor intensive process that involves three (3) different units which credential and re-credential physician employees within DMH. DMH has purchased Medical Staff Office for the Web (MSOW) Apogee®: Managed Care Credentialing system, a comprehensive, web-based credentialing and privileging system. The off-the-shelf credentialing system is currently being configured to meet the needs of the Department and will centralize credentialing processes. Deployment will be phased in beginning January 2010. Once the MSOW

Apogee® Managed Care Credentialing system is implemented, DMH will phase in credentialing of non-physician clinical employees.

2.3.7 DMH does not operate a community pharmacy or dispense patient medications with the exception of injectable medications and sample medications housed at outpatient program sites. Its pharmacy serves only as a repository for inventory replacement and is not a retail pharmacy. Pharmaceuticals are prescribed, tracked and billed through a custom developed Prescription Authorization and Tracking System (PATS). Contracted pharmacies bill third party payers directly or bill DMH for uninsured clients. Claims are not adjudicated via National Council for Prescription Drug Programs (NCPDP). The Pharmacy Services Division manages contracts associated with the use of pharmaceuticals and laboratory services; tracks, approves, and assesses quality of prescribing activity; communicates with prescribers regarding medication–related clinical activities; and coordinates the enrollment of indigent clients in pharmaceutical company-sponsored Patient Assistance Programs (PAP) through its Indigent Medication Program (IMP).

2.3.8 The primary DMH business information systems, comprised of the MHMIS and the IS, capture service delivery information from providers of mental health services, including Contract Providers across the DMH network. The MHMIS/IS also contains HIPAA compliant claims processing capability and serves as the means by which DMH submits claims to Medi-Cal and Medicare. Much of the MHMIS functionality has been or is being migrated to the IS as DMH actively works to shut down the legacy MHMIS in order to reduce cost, simplify its operations, and simplify the transition to the IBHIS.

2.3.9 In addition to the MHMIS and IS, other DMH applications and external information exchanges support DMH service delivery and business activities, the replacement of which is discussed further in Section 2.4.8 of this RFP.

2.3.10 DMH has a Data Warehouse that includes data imported from the IS, MHMIS, Jail Mental Health, the ACCESS Center and other systems. This data is almost exclusively related to client registration, service delivery and claiming. State mandated reporting, such as the Client and Services Information (CSI), is produced from the data in the Data Warehouse. The Data Warehouse uses Microsoft SQL Server 2005 as its database management system. DMH recognizes that IBHIS will necessitate a redesign of the Data Warehouse to accommodate the greatly expanded scope of data available through the IBHIS. DMH will, as part of this redesign, evaluate whether Microsoft SQL Server continues to be the database management system of choice for the Data Warehouse.

2.3.11 The IBHIS Project uses a standard project management methodology adopted from the State of Michigan based on concepts, phases and practices

consistent with the Project Management Institute (PMI). CIOB uses Microsoft Enterprise Project Management Server (EPMS) which is expected to be an important communication tool for the IBHIS Project.

2.4 FUTURE SYSTEMS ENVIRONMENT

Information provided in this Section 2.4 (Future Systems Environment) is solely for the purposes of providing an overview of County's goals for its future systems environment and does not limit or supersede the specific functional and technical requirements set forth in Section 5.0 (Proposal Requirements) of this RFP.

2.4.1 A major influence in DMH's development over the next few years will be the continued planning for and implementation of new service programs funded through MHSA. Services already in place under the MHSA Community Services and Supports (CSS) Plan will continue to expand, increasingly shifting the service delivery system from traditional clinic-based operations towards Full Service Partnership (FSP) programs; Wellness Centers; Field Capable Clinical Services; Alternative Crisis Services; and supportive housing interventions. Additional new programs will be developed under other plans, including Prevention and Early Intervention (PEI); Workforce Education and Training (WET); and Innovations (INN). Planning of MHSA activities will continue to involve broad community representation through a formal stakeholder's process. Information regarding MHSA can be accessed via the internet at: http://www.dmh.cahwnet.gov/Prop_63/MHSA/default.asp.

2.4.2 Orders for laboratory test will be entered into the proposed System and transmitted electronically to the DMH contracted laboratory services provider. Laboratory results will be received electronically from the DMH contracted laboratory services provider and stored in the client's clinical record in the proposed System. It is anticipated that DMH's future laboratory services provider will be determined prior to June 2011.

2.4.3 DMH's purchase of MSOW Apogee®: Managed Care Credentialing system as described in Section 2.3.6 of this RFP will improve the maintenance and accuracy of healthcare professional data and is expected to interface with the proposed System. The specific data elements to be included in the interface and the characteristics of a bi-directional interface between the MSOW Apogee® SQL database and the proposed System will be determined as functionality of both systems is determined.

2.4.4 DMH under a separate project proposal, will contract with a Pharmacy Benefits Manager (PBM) to facilitate improvement in the management of pharmaceuticals prescribed to mental health services beneficiaries. It is anticipated that the PBM will permit direct submission of prescriptions to affiliated pharmacies and will allow the dispensing of the medications in a

point-of-sale environment. Adverse drug interactions will be more readily detected and prevented. Pharmacy reimbursement and inventory replacement timeliness is also expected to improve. Most importantly, the PBM is expected to improve the overall quality of pharmacy services for the pharmacy and mental health client communities, and concurrently permit DMH to better manage this very expensive and very important part of its work. DMH expects to replace its existing PATS with the PBM system and will pursue interfacing the PBM system to the proposed System at a later date.

2.4.5 DMH expects to retire the legacy MHMIS before the IBHIS is fully implemented. Once that is completed, the IS will be the sole service delivery data capture and claims processing system in DMH. This will simplify operations in advance of the IBHIS and should simplify the task of transitioning to the IBHIS. The IBHIS does not just replace the IS; it goes beyond replacement to transform both how DMH delivers mental health services and how DMH administers the Medi-Cal Local Mental Health Plan. The proposed System is expected to simplify workflow, improve data quality, and allow electronic capture of data previously not available in electronic form or only available on paper.

2.4.6 The proposed System is expected to provide DMH clinicians direct access to current client clinical records regardless of where each client was seen previously in the DMH network. The clinicians should have immediate access to medication history information, recent assessments, laboratory and psychological test results and clinician notes from prior visits. Contract Providers will access selected information through a secure web-enabled portal.

2.4.7 DMH anticipates using products from EMC Documentum® for its enterprise electronic document management needs. DMH expects integration between the proposed System and the document capturing, indexing, storage, retrieval and workflow capabilities of the Documentum® product suite to be transparent to end users.

2.4.8 The IBHIS should eliminate the necessity for many of the small custom applications developed internally. The functions that these applications once served should, for the most part, be part of the IBHIS functionality and should remove a maintenance challenge for CIOB, while simplifying the operational environment for many DMH business units. It is anticipated that Legacy systems not replaced by the functionality of the proposed System will either be replaced by other COTS applications, or redesigned to fit better into the new DMH applications portfolio.

2.4.9 DMH expects that federal and state mandated reports will be produced from the proposed System. Since CIOB obtains some of the hosting services through ISD, which serves all County departments, County's existing license for Cognos will be used for transactional reports from the proposed System.

The proposed System will also provide clinical, financial and administrative data extracts to an external Data Warehouse where accessing or reporting against the data in the external Data Warehouse will not impact the proposed System's performance. The existing Data Warehouse will be redesigned as a separate project.

2.4.10 Once the IBHIS is implemented, Contract Providers of mental health services are expected to no longer use Direct Data Entry (DDE) to submit units of services and file claims for reimbursement with DMH. They will instead submit claims through Electronic Data Interchange (EDI) processes. Some providers are already using EDI to submit units of service and claims to DMH. In anticipation of the IBHIS, CIOB is working to improve its support for Contract Provider EDI. With the release by the State of the MHSA Capital Facilities and Technological Needs Guidelines, it is expected that ultimately Contract Providers will exchange more than client registrations, units of service and claims/remittance advice with DMH. The State anticipates being able to exchange a standards-based EHR between all agencies who deliver mental health services and receive State funding. The State also anticipates that all MHSA outcome measures data will be exchanged electronically. DMH aggregates information relating to the services delivered in Los Angeles County, so DMH, using the proposed System, will need to be able to receive EHR and outcome measures information in electronic form from the Contract Providers and then pass it to the State, either directly from the proposed System or through the Data Warehouse. Attachment RFP 4 (Proposed EDI Data Exchange Solution) provides additional information about DMH's proposed EDI Data Exchange Solution.

2.5 COUNTY TECHNOLOGY ENVIRONMENT

2.5.1 The Los Angeles County Board of Supervisors has adopted a Strategic Plan that sets a standard for the County as a responsive and effective service provider. The Strategic Plan's key measure of success is the delivery of timely and customer centric services. Information about the Los Angeles County Board of Supervisors Strategic Plan is available on the County's website at: http://ceo.lacounty.gov/pdf/caostrategicplan.pdf. The County Chief Information Office's (CIO) responsibility is to ensure that the County's information technology resources are used strategically to affect the delivery of information and services to the public while enhancing the business processes of Department operations. Establishing Countywide software and hardware standards ensures interoperability, improves security, simplifies

maintenance and provides opportunities for cost savings through leveraged purchasing. As the County moves toward implementing more enterprise-wide applications, establishing software and hardware standards becomes increasingly important. DMH, in collaboration with County's CIO, has identified technical solutions that will meet its functional needs while adhering to County's information technology strategic direction. The selected Contractor is expected to work collaboratively with County and DMH and must comply with existing Internal Services Department (ISD), CIO, and DMH standards for implementing the IBHIS. These standards, to the extent already developed and/or implemented, are set forth in the instructions to Appendix B.4 (System Hardware Response).

2.5.2 CIOB obtains some of the services needed by DMH through the County ISD, which serves all County departments. ISD provides wide-area network services throughout Los Angeles County, and County-level information security oversight. CIOB purchases some hosting services, particularly for web-facing applications or those requiring 24/7 on-site support, from ISD. Information provided in this Section 2.5.2 is solely for the purposes of providing an overview of the primary systems and software in County's Data Center environment in which the proposed System will be expected to operate, and does not limit or supersede the specific systems and software requirements set forth in Section 5.0 (Proposal Requirements) of this RFP.

2.5.2.1 **Server Hardware and Operating Systems**

- IBM AIX 5.3/6.1 on IBM pSeries p570 with advanced virtualization features
- HP-UX 11i v2 (11.23) or HP-UX 11i v3 (11.31) on HP Integrity rx3660/rx6600
- VMware ESX Server 3.5 supporting Microsoft Windows 2003/2008 Server, Red Hat Enterprise Linux 5, and virtual appliances running on HP ProLiant DL585 servers
- HP ProLiant DL servers supporting Microsoft Windows 2003/2008
- HP ProLiant DL servers supporting Red Hat Enterprise Linux 5

2.5.2.2 **Database Server Software**

- Oracle Database Server 10gR2/11g
- Microsoft SQL Server 2005/2008

2.5.2.3 Application Server Software

- Oracle Application Server 10.1
- IBM WebSphere Application Server 6.1

2.5.2.4 Storage

- Cisco MDS SAN Switches
- EMC Symmetrix DMX (Tier-1 and Tier-3 disk storage)
- EMC Clariion CX (Tier-2 and Tier-3 disk storage)
- EMC Celerra NSX (Network Attached Storage)
- EMC Centera (Content Addressed Storage – Fixed Content)

2.5.2.5 Backup

- Disk to Disk backup with EMC Clariion CX and Clariion Disk Library
- LTO-4 Tape on IBM 3584 Tape Libraries
- IBM Tivoli Storage Manager (AIX, HP-UX, and Linux)
- CommVault Galaxy (Windows and Linux)
- EMC Replication Manager 5.2

2.5.2.6 Web Server Software

- Apache (including IBM HTTP Server)
- Microsoft IIS

2.5.3 User Hardware

2.5.3.1 Email, File and Print Servers

- Exchange 2003 servers
- Single Purpose File servers at DMH Headquarters
- Single Purpose Print servers at DMH Headquarters
- Multi-function servers at remote sites (at remote sites servers function as domain controller, file and print servers)

2.5.3.2 Workstation and Notebook Operating System Software

- Windows XP Professional

2.5.3.3 Internet Browser Software

- Microsoft Internet Explorer 7.0 or later

2.5.4 Communication Infrastructure

The Los Angeles County Enterprise Network (LAnet/EN) is the Countywide network backbone. The network uses TCP/IP protocols as the standard to ensure technical compatibility and the efficient use of available data transport resources.

2.6 COUNTY INITIATIVES

County seeks a vendor with a commitment to maintaining compliance with industry standards as they mature over time. Prior to the submission of its proposal, Proposer is responsible for performing due diligence and fully understanding County's regulatory environment, programs and program requirements. As County responds to federal, State, and local mandates, new initiatives will be designed, developed, and implemented.

3.0 IBHIS CONCEPT

County is committed to promoting technologies that improve and/or expand services, improve communications and improve interdepartmental collaboration and data sharing. These improvements can be accomplished by several means, including web-enabled information systems, enhanced User Interface functionality, more robust collaboration and messaging tools and improved data management exchange and reporting capabilities, all of which are expected to be provided by the proposed System.

Without limiting the specific functional and technical requirements set forth in Section 5.0 (Proposal Requirements) of this RFP, the proposed System is expected to achieve the following:

3.0.1 Clinical

- Improves multi-site access to clinical information for clinics and crisis response teams;
- Improves clinical outcomes obtained by better record access and decision support;
- Supports a system of care viewpoint rather than individual service point, with less disjointed treatment; and
- Establishes an EHR.

3.0.2 Data Sharing

- Improves coordination of service delivery and planning activities across County departments;
- Improves ability to exchange data electronically and securely with the Department of Health Services (DHS), Sheriff (Jail Mental Health), Superior Courts, Department of Children and Family Services (DCFS) and the Probation Department;
- Enables the redesign of the Data Warehouse to accommodate a greatly expanded scope of data available through the IBHIS;
- Interfaces with Credentialing software, a PBM and laboratory vendor software when implemented as described in Section 2.4 (Future Systems Environment) of this RFP;
- Supports other relevant standards as they are established for behavioral health information exchange between DMH and all of its business partners; and
- Supports County Strategic Plan – Goal 4, “Health and Mental Health” which establishes a client-centered, information-based health and mental

health services delivery system that provides cost-effective and quality services across County departments.

3.0.3 Efficiency

- Gradually reduces time spent indexing, storing, and retrieving paper medical records;
- Eventually frees up physical space devoted to storage of paper medical records;
- Improves ability to schedule, plan and document services;
- Increases productivity because claiming for services delivered would be a by-product of clinical documentation;
- Improves response to regulatory and business environment changes;
- Improves regulatory and Board reporting;
- Improves information for planning and management decision making; and
- Improves ability to appropriately exchange information electronically with Contract Providers.

3.0.4 Financial

- Improve management process;
- Improve revenue capture;
- Reduce existing System support and maintenance costs; and
- Reduce existing overtime, temporary staff and consultant costs for claiming process.

3.1 SOFTWARE TO BE PROCURED

The overall System Software Components to be acquired through this RFP will support County's intent to implement an EHR consistent with state and federal guidelines, and includes without limiting the specific functional and technical requirements set forth in Section 5.0 (Proposal Requirements) of this RFP, the following:

3.1.1 Software that supports DMH clinical operations:

- Appointment Management
- Assessment Management
- Benefits Determination
- Billing and Accounts Receivable Management

- Caseload Management
- Client Registration
- Clinical Workflow Reminders
- Contact Tracking
- Field Operations Support
- Financial Screening
- Information and Referral Reference
- Medication Management
- Laboratory Order Communication
- Progress Notes Management
- Resource Schedule Maintenance
- Service Capture
- Treatment/Care Plan Management

3.1.2 Software that supports DMH administrative operations:

- Authorization Management
- Call Center Tracking
- Claims Processing
- Contract Provider Portal
- Eligibility Management
- Financial Management
- Information and Referral Maintenance
- Master Patient Index
- Program Management
- Protocol/Rules Administration
- Provider Network Management

3.2 MINIMUM MANDATORY REQUIREMENTS

Proposers **must** meet the minimum mandatory requirements detailed in this Section 3.2. Failure to meet the minimum mandatory requirements will result in elimination from further consideration. [See Section 6.2 (Phase I – Pass/Fail Review (Adherence to Minimum Mandatory Requirements, Proposer's Responsiveness and Responsibility))].

Proposer must respond affirmatively to the minimum mandatory business and software requirements set forth in this Section 3.2 by completing and signing Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) to Appendix V (County Required Forms).

3.2.1 **Requisite Business and Software Qualifications**

3.2.1.1 Are you a legal entity licensed to do business in the State of California?

3.2.1.2 Do you maintain an office in the United States of America?

3.2.1.3 Does your proposed System have a current installation / customer site whose primary business is behavioral health or substance abuse service delivery and administration?

3.2.1.4 Does your proposed System run on one of the following production operating system platforms, at the stated version level or higher (i.e., more recent)?

a. IBM AIX 5.3
b. HP-UX 11i v2
c. VMware ESX Server 3.5
d. Microsoft Windows 2003 Server
e. Red Hat Enterprise Linux 5

3.2.1.5 Does your proposed System share data across modules and minimize the need for redundant data entry of client demographic data?

3.2.1.6 Does your proposed System offer role-based access security (RBAC)?

3.2.1.7 Does your proposed System have the ability to permit centralized administration and reporting across two (2) or more physical locations?

3.2.1.8 Does your proposed System include integrated products that provide practice management and claims processing?

3.2.1.9 Do you currently have a customer that is using the claims processing software of the proposed System, whose annual claims volume is one hundred fifty thousand (150,000) or more?

3.2.2 Key Staff Qualifications

3.2.2.1 Dedicated Participation and English Language Fluency

Proposer's core Project Team which has a primary project team role, including without limitation Proposer's Project Manager and technical staff, must be dedicated to the project to the extent necessary to meet project deliverables, deadlines and contractual commitments and **must** be fluent in spoken and written English.

3.2.2.2 Proposer's Project Manager Minimum Qualifications

- Project Manager **must** have previous experience implementing the proposed System.
- Project Manager **must** have at least five (5) years of experience managing large software implementation projects.
- Project Manager **must** have at least five (5) years of experience in the healthcare industry.

3.2.2.3 Proposer's Technical Staff Minimum Qualifications

Proposer must complete and submit Appendix B.6 (Proposer's Technical Staff Minimum Qualifications) identifying Proposer's technical staff members, technical roles and compliance with minimum qualifications and experience requirements.

- Vendor's technical staff members **must** possess a minimum of two (2) years experience within the last five (5) years for each of the following areas:
  - System Configuration;
  - Troubleshooting;
  - Interface Development;
  - Custom Programming Modifications;
  - Business Analysis;
  - Testing;
  - Quality Assurance; and
  - Technical and application training and developing training materials.
- Vendor's technical staff members responsible for System configuration and Interface development **must** have at least six

(6) months experience supporting or implementing the proposed System.

- Vendor's technical staff members responsible for database administration **must** have at least two (2) years of experience within the last five (5) years, with at least one (1) year experience on the proposed System in this capacity.
- At least one project team member of vendor's technical staff **must** have at least two (2) years of experience integrating the Components of the proposed System with other software.
- At least one project team member of vendor's technical staff **must** have prior experience in the applied knowledge of the laws and principles governing SDMH Medicare and Medi-Cal certification process, eligibility, claiming and billing, and payment rules.

NOTE: Without limiting Paragraph 3 (Administration of Agreement) of Appendix E (Sample Agreement), any replacement of key staff shall be required to meet all qualifications and experience as set forth in this Section 3.2.2 as well as have at least equivalent qualifications and experience of the originally proposed key staff member, as determined by County.

3.3 IBHIS PROJECT SCOPE OF WORK

The IBHIS project scope of work, without limiting the more detailed descriptions set forth in the subsequent sections of Appendix A (Statement of Work), Appendix D (Maintenance and Support Services) and otherwise in Appendix E (Sample Agreement), shall include without limitation all services, products and other Work to install, set-up, configure, replicate, integrate, convert data, test, train County Staff to use, and otherwise implement the System and Contractor's Application Software, which shall meet the functional and technical requirements set forth in the Technical Solution Response (i.e., Appendices B.1 through B.7), Statement of Work, Maintenance and Support Services, and the Sample Agreement.

4.0 GENERAL CONDITIONS

The following are the general terms and conditions applicable to this procurement.

4.1 FORMAL SOLICITATION

Notwithstanding any other provision of this RFP, this RFP is a solicitation for proposals only, and is not an offer to enter into a contract.

4.2 COUNTY POINT OF CONTACT AND RFP COMMUNICATIONS

All contacts regarding this RFP or any matter relating thereto must be in English, typewritten and mailed, e-mailed or faxed to County's Point of Contact (POC) as follows:

Dixie Marin, Contract Analyst
Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 7th Floor Reception Room
Los Angeles, CA 90005
Fax: (213) 252-8884
E-mail address: IBHISCommunications@dmh.lacounty.gov

Proposers are specifically directed not to contact any other County person or agent for any matters related to this RFP. **Failure to adhere to this policy shall result in elimination of the Proposer from further consideration, as determined by County in its sole discretion.**

All written communications with County regarding this RFP, including its Attachments and Appendices, must state the reason for communication (e.g., questions, request for EFT access, etc.) and reference the RFP as follows:

- If mailed, the envelope shall be sealed and labeled on the outside:

  "Request for Proposals for the Integrated Behavioral Health Information System (IBHIS) RFP #DMH-1109B2."

- If e-mailed or faxed, the subject matter of the message shall state:

  "Request for Proposals for the Integrated Behavioral Health Information System (IBHIS) RFP #DMH-1109B2."

Any material received that does not explicitly indicate its RFP related contents will be handled as general mail or communications, which may result in a delay or non-response to the Proposer.

County is responsible only for that which is expressly stated in this RFP and any authorized written addenda thereto. County is not responsible for and shall not be bound by any representations otherwise by any individual acting or purporting to act on County's behalf.

4.3 PROPOSERS' QUESTIONS

Proposers may submit written questions regarding this RFP, including clarification of information by mail, fax or e-mail to County's POC at the address shown in Section 4.2 (County Point of Contact and RFP Communications). All questions must be in English and typed or word-processed and must be received by the Written Questions Submission Due Date set forth in Section 1.3 (RFP Timetable). All questions submitted by Proposer in accordance with this Section 4.3, will be compiled with the appropriate answers, without identifying the submitting company, and issued as an addendum to the RFP. The County will post the addendum on the County's DMH website. County reserves the right, in its sole discretion, to group or paraphrase similar questions when providing answers and to respond only to those questions it deems to be substantively relevant and appropriate for this RFP.

Proposers submitting questions must identify the firm's name, specify the document (e.g., Attachment RFP 1, Appendix A, etc.), section, line number or paragraph, page number, and quote the passage that prompted the question. This will ensure that the source material pertaining to the question can be found quickly in the RFP.

Only those questions which are compliant with the format described in this Section 4.3 and received by the County in a timely manner will be considered by the County. Any questions received after the Written Questions Submission Due Date set forth in Section 1.3 (RFP Timetable) may also be disregarded by County in its sole discretion.

4.4 COUNTY RIGHTS & RESPONSIBILITIES

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the RFP and any authorized written addenda thereto. Such addenda shall be made available as an addendum to the RFP. The County will post the addendum on the County's DMH website. Should any such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on its behalf.

4.5 AGREEMENT TERM

4.5.1 The Term of the resultant Agreement shall be seven (7) years unless otherwise terminated or extended as provided in the Agreement. The Agreement is

expected to commence on the Effective Date, following its approval by County's Board of Supervisors.

4.5.2 The County at its sole option shall be entitled to extend the Agreement for up to three (3) additional one-year terms and up to twelve (12) months on a month-to-month basis. Each option and extension shall be exercised at the sole and absolute discretion of the County for a maximum Agreement Term of eleven (11) years unless otherwise terminated as provided in the Agreement.

4.6 AGREEMENT RATES

The fees payable in respect of the System and Contractor's professional services shall remain firm and fixed for the entire Term of the Agreement, and the total expenditure by the County on the System and all services under this RFP shall not exceed the amount set forth as the Contract Sum in the resultant Agreement. The County reserves the right to amend the Agreement as set forth therein, including without limitation due to budgetary changes or an increase or decrease in workload, and Proposer shall be compensated in accordance with the agreed upon rates set for in Appendix C (Price and Schedule of Payments) of this RFP.

4.7 DAYS OF OPERATION

Implementation, testing, on-site maintenance and any other services that require access to County facilities may only be performed during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., except on County observed holidays), unless specified otherwise in the Agreement (e.g., as to Maintenance and Support Services), or requested by the County.

However, Proposer shall provide any necessary services, including without limitation as set forth in Appendix D (Maintenance and Support Services), that do not require physical access to County facilities, regardless of County's normal business hours and/or observed holidays.

4.8 FORMAL BOARD APPROVAL OF CONTRACT

Notwithstanding a recommendation of a department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a proposal, and the terms of any resultant Agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determination necessary to arrive at a decision to award, or not to award, a contract.

4.9 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

Prior to an Agreement award, all potential Contractors must register in the County's WebVen. The WebVen contains the Proposer's business profile and identifies the goods/services the business provides. Registration on the County's WebVen can be accomplished online via the Internet at: http://camisvr.co.la.ca.us/webven/.

4.10 COUNTY OPTION TO REJECT PROPOSALS

County has the sole discretion and reserves the right to:

4.10.1 Reject any or all proposals submitted in response to this RFP. County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal;

4.10.2 Waive any and all informalities and/or minor defects, irregularities, or inconsequential disparities in a submitted proposal;

4.10.3 Cancel this RFP at any time;

4.10.4 Reissue this RFP with either the identical or revised Specifications, if it is deemed to be in the County's best interest to do so;

4.10.5 Modify the scope of the project, including adding and/or deleting functionality throughout the procurement process. This may include adding and/or deleting specific functional areas from the final procurement in accordance with Section 4.4 (County Rights & Responsibilities); and

4.10.6 Without limiting the County's rights in any manner whatsoever, County, in its sole discretion, reserves the right to conduct independent diligence, which may include attendance by County representatives at trade shows, conferences, or other events presented by IT subject matter experts, which may be related to the service needs identified in this RFP.

4.11 PROHIBITION FROM PARTICIPATING IN THE BIDDING PROCESS

Pursuant to Board of Supervisor's motion dated November 17, 1981 – File No. 43/68: "Any individual, firm or its subsidiaries…assisting a County department in development and preparation of any RFP is prohibited from being involved in any way in the bidding process on that RFP, including acting as a Subcontractor to another bidder" [See Attachment RFP 5 (Prohibited Organizations and Individuals)].

4.12 COUNTY RESERVATION OF RIGHTS IN RFP

County reserves all right, title, and interest in and to this RFP including, but not limited to, Appendices B.1 (Functional Requirements Response) and B.2 (Technical Requirements Response). No License or other rights whatsoever in any material comprising this RFP is granted to Proposer, or any person or entity, other than for use in responding to this RFP.

4.13 PROTEST POLICY REVIEW PROCESS

4.13.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services agreement, as described in Section 4.13.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed agreement award under such a solicitation, as described respectively in the Sections below. Under any such review, it is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed agreement award, as the case may be.

4.13.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of agreement based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

4.13.3 **Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services agreement provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- Review of Solicitation Requirements described in Section 4.14 (Solicitation Requirements Review) of this RFP.
- Review of a Disqualified Proposal described in Section 4.15 (Disqualification Review) of this RFP.
- Review of Proposed Contractor Selection described in Section 4.16 (Department's Proposed Contractor Selection Review) of this RFP.

4.14 SOLICITATION REQUIREMENTS REVIEW

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix N (Transmittal Form to Request a RFP Solicitation Requirements Review) to the Department conducting the solicitation as described in this Section. A request for a

Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

- The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
- The request for a Solicitation Requirements Review includes documentation, that demonstrates the underlying ability of the person or entity to submit a proposal;
- The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- The request for a Solicitation Requirements Review asserts either that:
  - Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or
  - Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

All Requests for Solicitation Requirements Review should be submitted to the County POC as set forth in Section 4.2 (County Point of Contact and RFP Communications).

4.15 DISQUALIFICATION REVIEW

4.15.1 A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing.

4.15.2 Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

4.15.3 A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

4.15.3.1 The person or entity requesting a Disqualification Review is a Proposer;

4.15.3.2 The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

4.15.3.3 The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

4.15.3.4 The Disqualification Review shall be completed and the Department's determination shall be provided to the Proposer, in writing, prior to the conclusion of the evaluation process.

4.16 DEPARTMENT'S PROPOSED CONTRACTOR SELECTION REVIEW

4.16.1 Departmental Debriefing Process

4.16.1.1 Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

4.16.1.2 The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because agreement negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

4.16.1.3 During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 4.16.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

4.16.2 Proposed Contractor Selection Review

4.16.2.1 Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

4.16.2.2 A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

4.16.2.2.1 The person or entity requesting a Proposed Contractor Selection Review is a Proposer;

4.16.2.2.2 The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department); and

4.16.2.2.3 The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:

4.16.2.2.3.1 The Department materially failed to follow procedures specified in its solicitation document. This includes:

- Failure to correctly apply the standards for reviewing the proposal format requirements.
- Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
- Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document

4.16.2.2.3.2 The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.

4.16.2.2.3.3 A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

4.16.2.2.3.4 Another basis for review as provided by state or federal law.

4.16.2.2.4 The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

4.16.2.3 Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the agreement award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a review by a County Review Panel (see Section 4.16.3 below).

4.16.3 **County Review Panel Process**

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Review Panel in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for review by a County Review Panel may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

4.16.3.1 The person or entity requesting review by a County Review Panel is a Proposer;

4.16.3.2 The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by the Department); and

4.16.3.3 The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are on of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 4.16.2 above.

Upon completion of the County Review Panel's review, the Panel will forward its report to the Department, which will provide a copy to the Proposer.

4.17 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT

4.17.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Proposer's proposal, the Department completes agreement negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated agreement is a firm offer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the Department's completion of the process under County Policy No. 5.055 and approval by the Board of Supervisors (Board) and (b) with respect to each Proposer requesting a County Review Panel, the County Review Panel convenes as a result of such Proposers' request, and (c) with respect to all other Proposers, the Department recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each proposal which are justifiably defined by the Proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

4.17.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. The Proposer(s) must specifically label only those provisions of the proposal which are actually trade secrets, confidential, or proprietary in nature. **A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.**

4.17.3 By submitting a response to this RFP, the Proposer shall be deemed to have agreed to indemnify and hold harmless the County for any liability arising from or in connection with the County's failure to disclose, in response to a request under the California Public Records Act, any portion or portions of the Proposer's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

4.18 INDEMNIFICATION, INSURANCE AND PERFORMANCE SECURITY

4.18.1 Contractor shall be required to comply with the indemnification provisions contained in Appendix E (Sample Agreement), including without limitation as set forth in Paragraph 15 (Indemnification, Insurance and Performance Security) thereof. The Contractor shall furthermore procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraphs 15.3 (General Provisions for All Insurance Coverage) and 15.4 (Insurance Coverage Requirements) of Appendix E (Sample Agreement).

4.18.2 In addition, at Contractor's own expense, Contractor shall be required to procure, maintain, and provide to the County an instrument of performance security as further described in Paragraph 15.5 (Performance Security Requirements) of Appendix E (Sample Agreement).

4.18.3 Prior to commencing Work on the resultant Agreement, and no later than ten (10) days following the Effective Date of the Agreement, proof of insurance and performance security as described above shall be submitted by Contractor to County in accordance with Paragraph 15 (Indemnification, Insurance and Performance Security). Failure to timely provide these items shall be deemed a material breach allowing the County to immediately terminate the Agreement.

4.19 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

4.19.1 In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: (1) that is a non-profit organization recognized as tax exempt pursuant to Section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with its application form and three most recent annual tax returns to the department with its proposal response to the contracting solicitation for which it is competing; (2) that has been in operation for at least one (1) year providing transitional job and the related supportive services to program participants; and (3) that provides a profile of its program with a description of its program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.

4.19.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

4.19.3 To request the Transitional Job Opportunities Preference, Proposer must complete Exhibit 19 (Transitional Job Opportunities Preference Application) of Appendix V (County Required Forms) and submit it along with all supporting documentation with their proposal.

4.20 INJURY & ILLNESS PREVENTION PROGRAM (IIPP)

Contractor shall be required to comply with the State of California's Cal/OSHA regulations. Without limiting the foregoing, Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

4.21 BACKGROUND AND SECURITY INVESTIGATIONS

4.21.1 Without limiting Paragraph 3.5 (Background and Security Investigations) of Appendix E (Sample Agreement), background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing Work under any resultant Agreement. This may include U.S. Department of Justice (DOJ) background investigation and/or the use of Live-Scan fingerprinting, more information about which may be found at http://caag.state.ca.us/fingerprints/. The successful Proposer shall be responsible for and incur all cost of background checks regardless of the result.

4.21.2 Disqualification of any Contractor personnel due to a background check shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions set forth in Appendix E (Sample Agreement).

4.22 CONFLICT OF INTEREST

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as set forth in Appendix V (County Required Forms), Exhibit 3 (Certification of No Conflict of Interest).

4.23 DETERMINATION OF PROPOSER RESPONSIBILITY

4.23.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Proposers.

4.23.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any agreements, including but not limited to County agreements. Particular attention will be

given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

4.23.3 The County may declare a Proposer to be non-responsible for purposes of the resultant Agreement if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

4.23.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

4.23.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.

4.23.6 These terms shall also apply to proposed subcontractors of Proposers on County agreements.

4.24 PROPOSER DEBARMENT

Proposer is referred to Paragraph 69 (Contractor Responsibility and Debarment) of Appendix E (Sample Agreement) for the applicable County procedures pertaining to debarment.

4.25 PROPOSER'S ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and continue to maintain compliance during the term of any agreement that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of an agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

4.26 GRATUITIES

4.26.1 Attempt To Secure Favorites Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Agreement or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Agreement.

4.26.2 Proposer Notification to County

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or via the internet at: http://www.LACountyFraud.org. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

4.26.3 Form of Improper Consideration

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

4.27 NOTICE TO PROPOSERS REGARDING THE COUNTY LOBBYIST ORDINANCE

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration

requirements upon individuals meeting the definition. The complete text of the ordinance can be found in the Los Angeles County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or agreement must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and that each such County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix V (County Required Forms), Exhibit 4 (Familiarity with the County Lobbyist Ordinance Certification), as part of their proposal.

4.28 FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, as referenced in Appendix Q (IRS Notice 1015).

4.29 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for Agreement award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs, or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide GAIN/GROW participants employed by such Proposer access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for Agreement award. Proposers shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix V (County Required Forms), Exhibit 6 (Attestation of Willingness to Consider GAIN/GROW Participants), along with their proposal.

4.30 COUNTY'S QUALITY ASSURANCE PLAN

After Agreement award, the County or its agent will evaluate the Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the resultant Agreement and performance standards identified in the Statement of Work. Contractor's deficiencies

which the County determines are severe or continuing and that may jeopardize performance of the Agreement may be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures to be taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the resultant Agreement in whole or in part, or seek other remedies at law or in equity, including without limitation as specified in the Agreement.

4.31 RECYCLED BOND PAPER

The selected Contractor shall be required to comply with the County's policy on recycled bond paper as specified in Paragraph 73 (Purchasing Recycled-Content Bond Paper) of Appendix E (Sample Agreement).

4.32 SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix L (Safely Surrendered Baby Law) of this RFP and is available on the Internet at: www.babysafela.org for printing purposes.

4.33 JURY SERVICE PROGRAM

The prospective Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, set forth in Appendix T (Jury Service Ordinance) and the pertinent jury service provisions of Paragraph 25 (Compliance with Jury Service Program) of Appendix E (Sample Agreement), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

4.33.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that require its employees receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy provides that employees deposit any fees received for such jury service with the Contractor or that the Contractor may deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the

Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

4.33.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has an agreement with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County agreements or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Agreement is less than $500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

4.33.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Appendix V (County Required Forms), Exhibit 7 (County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

4.34 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

4.34.1 The County will give preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as a business that: 1) is certified by the State of California as a small business and 2) has had its principle office located in Los Angeles County for at least one year. The business must be certified by the

Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.

4.34.2 To apply for certification as a Local SBE, businesses may register at the Office of Affirmative Action Compliance's web-site at:

http://oaac.co.la.ca.us/contract/sbemain.html

4.34.3 Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to Exhibit 5 (County of Los Angeles Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form) of Appendix V (County Required Forms) with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

4.34.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at: **http://www.pd.dgs.ca.gov/smbus/default.**

4.34.5 Additionally, County's Policy on Doing Business with Small Business is set forth in Appendix O (County of Los Angeles Policy on Doing Business with Small Business) of this RFP.

4.34.6 **Local Small Business Enterprise (SBE) Prompt Payment Program**

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

4.35 COUNTY SEAL AND IBHIS LOGO

Without limiting Section 4.12 (County Reservation of Rights in RFP) of this RFP, the County retains all right, title and interest in and to all intellectual property rights to the materials comprising this RFP, including without limitation the insignia, emblems, seals and the like used herein, and further expressly including the County Seal and IBHIS project logo. Except to the extent otherwise expressly authorized by the County in writing, no license or other rights in or to any such County intellectual property are granted hereby, and any such items shall not be reproduced, copied, distributed, republished, downloaded, displayed, posted, transmitted or otherwise used in any way whatsoever.

4.36 IRREVOCABLE OFFER

Any proposal in response to this RFP shall be an irrevocable offer which shall remain in full force and effect for a minimum of three hundred ninety (390) days after the proposal submission due date set forth in Section 1.3 (RFP Timetable), or until execution by County's Board of Supervisors of any resultant Agreement, whichever occurs later.

4.37 SPARTA PROGRAM

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Municipality Insurance Services, Inc. For additional information, Proposers may call Municipality Insurance Services at (800) 420-0555, or can access their website directly at**:** **www.2sparta.com**.

4.38 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING COMPANY

Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) to Appendix V (County Required Forms). Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

4.39 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix U, and the pertinent provisions of the Sample Agreement, Appendix E, Paragraphs 84 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 85 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program), both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Bidders/Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 23 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) to Appendix V (County Required Forms).

Failure to maintain compliance, or to timely cure defects, may be cause for termination of an agreement or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Bids/Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

5.0 PROPOSAL REQUIREMENTS

5.1 SUBMISSION COMPLIANCE

Proposer must meet the following conditions in submitting proposals:

- Proposers must respond completely and adhere to each of the requirements in this RFP;
- Adding any conditions to the proposal that are not specified, authorized or requested, may result in the proposal's rejection and elimination from further review;
- Neither Proposer, nor any proposed Subcontractor, nor any person or entity who or which owns an interest of ten percent (10%) or more in Proposer's firm, or in any proposed Subcontractor's firm, are on the County's debarment list, as set forth in Appendix P (Listing of Contractors Debarred in Los Angeles County);
- Proposals must be received no later than the filing due date. [See Section 1.3 (RFP Timetable) of this RFP]. Proposals received after the specified date and time will be returned unopened;
- No correction or resubmission of proposals shall be accepted after the proposal submission due date;
- Proposals and all documents submitted therewith, must be clearly written in the English language; and
- Responses provided by Proposer which reference other materials provided by Proposer must cite the title of the referenced document(s) and include the page number and section or line number. Failure to adhere to these procedures may at County's sole discretion render the proposal non-responsive.

5.2 TRUTH AND ACCURACY OF REPRESENTATIONS

5.2.1 All information provided in the proposal is subject to verification by the County. If the response in one document conflicts with the response given in one or more other documents, County reserves the right, in its sole discretion, to disqualify the proposal or to reduce the score accordingly.

5.2.2 False, misleading, incomplete, or deceptively unresponsive statements in connection with the proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and shall be final.

5.2.3 Realistic Proposals

While past experience makes it appear that some Proposers deliberately "bid low to get the County's business," County advises against such a practice. Every proposal amount must be sufficient to assure that the Proposer is able to perform its contractual obligations within the standards specified and to maintain financial stability.

5.3 PRIME CONTRACTOR

County's interest is in acquiring the most appropriate and cost-effective System, which best meets its needs, whether by a single vendor or an integrated multi-vendor solution. County will only accept proposals from a single vendor or an integrated solution containing products from one or more vendors, with the strict understanding that any integrated multi-vendor solution must identify a prime Contractor that will act as the sole party legally, and be financially and operationally responsible for all System Software, services and other Work provided in connection with this RFP. One consolidated response with all price items included in Appendix C (Price and Schedule of Payments) must be submitted.

5.4 PROPOSAL PREPARATION

- Proposers must read this RFP carefully and follow all instructions, giving consideration to all requirements and requested documents as set forth herein when submitting their proposals to ensure that errors or omissions do not cause Proposers to be eliminated from consideration;
- Each proposal must respond clearly and comprehensively to all requirements of the RFP. Any request lacking a response will be considered "non-responsive." Failure to comply with the proposal instructions shall disqualify the proposal. Noncompliant, inadequate, incomplete, or otherwise non-responsive proposals may, in County's sole discretion, result in disqualification or elimination; and
- County reserves the sole right to judge the content and presentation of the proposals. Any proposal that deviates from the format, sequence, content or submission procedure may be rejected without evaluation, in County's sole discretion.

5.5 PROPOSAL SUBMISSION

By the submission of a proposal, Proposer agrees to provide County with an explanation of any information provided in its proposal, which County, in its sole discretion, may require for an accurate determination of the Proposer's qualifications to perform its obligations under the resultant Agreement.

Proposer is admonished not to alter or modify any Attachments, Appendices, Exhibits, or any information provided either in hardcopy or electronic format, with the exception of

filling in blanks in applicable response forms or complying with directions provided in said forms. Do not leave the response field blank, where a specific item does not apply, use N/A to respond (i.e., Not Applicable). If County determines that Proposer has altered or modified any County-provided forms or data in any other manner whatsoever, County may, in its sole discretion, determine the Proposer's submission to be non-responsive, and not evaluate the proposal further.

It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission due date. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including, but not limited to, the United State Postal Service. Any proposal received after the scheduled closing date and time for receipt of proposals, as listed in Section 1.3 (RFP Timetable), of this RFP, will not be accepted, and will be disregarded. **No fax or electronic mail proposals will be accepted**.

Proposer must submit: one (1) original hard copy proposal and fourteen (14) additional hard copies, each in a three-ring binder to County's POC and an electronic copy of the proposal documents to County's EFT site as specificed in this Section 5.5. **Electronic submissions will be accepted from County's EFT site only.**

5.5.1 Proposer must submit one (1) original hard copy designated as Orignal Proposal to County's POC at the address set forth in Section 4.2 (County Point of Contact and RFP Communications). This proposal shall contain all original documents including those requiring original signatures.

5.5.2 Proposer must submit fourteen (14) proposal hard copies designated as Proposal Copies to County's POC at the address set forth in Section 4.2 (County Point of Contact and RFP Communications).

5.5.3 Proposer must submit three (3) hard copies of any additional Proposer materials as described in Section 5.7.12 (Additional Proposer Materials (Section H)) in three (3) separate binders designated as Additional Proposer Materials to County's POC at the address set forth in Section 4.2 (County Point of Contact and RFP Communications).

5.5.4 All proposal cover pages shall identify the name and address of Proposer and bear the words, "Request for Proposal for the Integrated Behavioral Health Information System (IBHIS) **RFP #DMH-1109B2**." It shall also identify the type of submission as "Original Proposal"; "Proposal Copy" or "Additional Proposer Materials" as appropriate.

5.5.5 The proposal must be printed on 8½ X 11 inch paper (letter size). The designated original hard copy must be single sided. The text font of all Proposer responses must be Arial, the text font size must be eleven (11) point, and line spacing of multi-line text responses must be set at 1.5 line spacing.

The proposal must be organized using a decimal numbering system. Section tabs are not required but may be included to improve readability.

5.5.6 Proposer must additionally submit one (1) electronic copy of the proposal.

The only acceptable formats for electronic responses of proposed alternative ”redlined” language for Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work) are Microsoft® Office Word 2003.

The only acceptable formats for electronic responses to Appendix B.1 (Functional Requirements Response), Appendix B.2 (Technical Requirements Response) and Appendix C (Price and Schedule of Payments) are Microsoft® Office Excel 2003.

The only acceptable formats for all other electronic responses are Microsoft® Office Word 2003, Microsoft® Office Excel 2003, Microsoft® Office Project Professional 2003, and Adobe® Acrobat PDF 6.0.

Failure to use the format of the original electronic document provided by County may eliminate the proposal from further consideration in the County’s sole and absolute discretion. Proposer must have the typed name of the individual who signed the original document on all documents requiring signatures.

5.5.7 The electronic proposal must be submitted to the EFT site provided by County and in accordance with the instructions provided in this Section 5.5 as follows:

5.5.7.1 Complete Attachment RFP 6 (Enhanced File Transfer (EFT) Access Request Form).

5.5.7.2 Submit original Attachment RFP 6 (Enhanced File Transfer (EFT) Access Request Form) to County’s POC at the address set forth in Section 4.2 (County Point of Contact and RFP Communications) by the date set forth in Section 1.3 (RFP Timetable).

5.5.7.3 Receive User ID, Password, Internet link to County’s EFT site and EFT upload instructions. County will e-mail EFT access and instructions to the contact person listed on the Proposer-submitted Attachment RFP 6 (Enhanced File Transfer (EFT) Access Request Form).

5.5.7.4 Upload proposal and confirm proposal submission in accordance with EFT upload instructions herewith by the date and time set forth for proposal submission in Section 1.3 (RFP Timetable).

5.6 ERROR CORRECTIONS REQUIREMENT

If Proposer realizes, before the proposal submission due date, that the submitted proposal contains one or more errors, Proposer may request in writing that the proposal be withdrawn. If there are one or more errors, Proposer may resubmit another proposal with each error corrected up to the proposal submission due date in accordance with the instructions set forth in Section 5.0 (Proposal Requirements). Once the proposal submission due date has passed, all proposals shall stand as written.

In addition, if County determines at any time that there are one or more obvious errors (e.g., clerical or arithmetic errors) in any submitted proposal, County, in its sole discretion, may request in writing that the particular Proposer submit a written correction of the applicable portions of its proposal within a County-specified time period and in compliance with all County instructions as set forth in the request, including regarding content and format. Proposer understands and agrees that any such correction shall be limited to correcting the errors identified by County, shall comply with all County instructions as set forth in the request, and shall be considered part of the proposal for all purposes, including proposal evaluation. If Proposer fails to submit such correction within the County-specified time period, the proposal shall stand as written.

5.7 SEQUENCE AND CONTENT

Submittal of responses to this RFP must be made according to the instructions and requirements contained in this Section 5.7. Proposer shall fill out all forms and submit all materials and responses in accordance with the instructions therein.

The sequence of submission for proposal content must be as follows:

- **Cover Page**
- **Letter of Transmittal**
- **Table of Contents**
- **Executive Summary (Section A)**
- **Proposer's Qualifications (Section B)**
  - Appendix B.3 (Vendor Information Response)
  - Audited financial statements for fiscal years 2008, 2007 and 2006
  - Detailed Staffing Plan
  - Project Organization Chart
  - Proposed Project Manager Resume
  - Appendix B.6 (Proposer's Technical Staff Minimum Qualifications)
  - Pending Litigation and Judgments, if applicable

- **Proposer's Approach (Section C)**
  - Appendix B.7 (Proposed Project Approach and Schedule)
  - Proposed Detailed Work Plan
  - Relevant Assumptions
- **Proposer's Technical Solution Response (Section D)**
  - Appendix B.1 (Functional Requirements Response)
  - Appendix B.2 (Technical Requirements Response)
  - Appendix B.2.1 (Technical Narrative Requirements Response)
  - Appendix B.4 (System Hardware Response)
  - Appendix B.5 (System Software Response)
- **Acceptance of or Exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Requirements of Appendix A (Statement of Work) (Section E)**
  - Statement of offering: Appendix E (Sample Agreement)
  - Statement of offering: Appendix D (Maintenance and Support Services)
  - Statement of offering: Appendix A (Statement of Work)
  - Alternative language redlined against original language for <u>each</u> applicable Appendix where exceptions are taken (e.g., Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services), Appendix A (Statement of Work))
- **Additional Proposer Information and Certifications (Section F)**
  - Appendix V (County Required Forms) [Exhibits 1 – 23]
- **Price Proposal (Section G)**
  - Appendix C (Price and Schedule of Payments)
- **Additional Proposer Materials (Section H)**

The content of the proposal must be as follows:

5.7.1 **Cover Page**

The proposal cover page shall identify the name and address of Proposer and bear the words, "Request for Proposal for the Integrated Behavioral Health

Information System (IBHIS) **RFP #DMH-1109B2**." As to the hard copy Original submission, it shall also identify the proposal as "Original."

5.7.2 **Letter of Transmittal**

This section of the proposal shall be entitled "Letter of Transmittal," and shall contain a letter of transmittal, printed on Proposer's letterhead. The letter must include the following:

5.7.2.1 Proposer's name and address, and the name, title, address, telephone number, fax number, and e-mail address of the person authorized to represent the Proposer during negotiations;

5.7.2.2 A statement that the Proposer understands and agrees that its submission of a proposal constitutes a firm and irrevocable offer and an acknowledgment and acceptance of, and a willingness to comply with, all the terms and conditions of this RFP and any RFP addenda thereto, subject to the exceptions set forth in the proposal, if any;

5.7.2.3 A statement indicating whether Proposer intends to perform this project as a single Contractor or as a prime Contractor with one or more subcontractors. If the proposal is not a single Contractor proposal, the letter shall clearly indicate the other entity(ies) proposed to be involved and the nature of its/their proposed role(s);

5.7.2.4 Identity of all proposed Subcontractors, the amount of all Work to be done by each of the Subcontractors and a description of all Work to be performed by each of the Subcontractors in accordance with Exhibit 21 (List of Subcontractors) to Appendix V (County Required Forms);

5.7.2.5 A statement from each proposed Subcontractor indicating its willingness to work with Proposer as a Subcontractor under any resultant Agreement, and its intent to sign a formal subcontract agreement with the Proposer shall be submitted with the signature of the person authorized to bind the proposed Subcontractor. All subcontract agreements shall be required to be fully executed before any resultant Agreement is approved by County;

5.7.2.6 Any subcontracts entered into during the term of any resultant Agreement shall comply with the provisions of Paragraph 14 (Subcontracting) of Appendix E (Sample Agreement);

5.7.2.7 A statement confirming that Proposer is qualified to do business in California and including its corporate charter number, and an assurance that any Subcontractor proposed is also qualified to do business in California; and

5.7.2.8 The Proposer's federal tax identification number.

5.7.3 The Letter of Transmittal must be executed by: (1) an owner, if Proposer is a sole proprietorship; (2) an authorized officer (preferably with corporate seal attached), if Proposer is a corporation; (3) an authorized general partner, if Proposer is a general or limited partnership; or (4) the manager or a managing member, if Proposer is a limited liability company. A proposal signed by an agent other than the above, must include a power of attorney authorizing the signature. In addition, all persons signing on behalf of the Proposer are required to warrant that they are authorized to sign for and on behalf of the Proposer. Otherwise, the proposal shall be rejected as irregular.

5.7.4 **Table of Contents**

The Table of Contents shall be a comprehensive listing of material included in the proposal response, identified by sequential page numbers and by section reference numbers.

5.7.5 **Executive Summary (Section A)**

The proposal shall include an executive summary of the Proposer's understanding of the project, in terms of scope, technical solutions, project approach, challenges and risks (with suggestions for mitigating them) and Proposer's experience and other qualifications to meet all the requirements set forth in this proposal. Proposer's executive summary will be used as County's orientation to the proposal. The executive summary shall not exceed ten (10) pages, with a suggested length of approximately seven (7) pages.

5.7.6 **Proposer's Qualifications (Section B)**

Proposer's response shall clearly describe how the Proposer's organization has the background, experience and financial stability to provide and perform the Work described in the Specifications set forth in Appendix E (Sample Agreement).

Proposer shall complete and include in Section B (Proposer's Qualifications), of its proposal the following:

5.7.6.1 **Vendor Information Response (Section B.1)**

Proposer must complete and submit Appendix B.3 (Vendor Information Response) all requested documentation, including sufficient documentation on the financial status of the entity, to establish that the Proposer will continue in business through the Term of any resultant Agreement, and can finance the costs of all System Software, personnel, maintenance, and other Work. Proposer shall, at a minimum, provide the following:

5.7.6.1.1 Copies of the Proposer's AUDITED financial statements for fiscal years 2008, 2007, and 2006, prepared in compliance with Generally Accepted Accounting Principles (GAAP). Income tax returns **shall not** be accepted to meet these requirements. Financial statements will be kept confidential if so stamped on the top of each page.

5.7.6.1.2 Failure or refusal to submit complete audited financial statements and information in Section 2.0 (Vendor Profile) to Appendix B.3 (Vendor Information Response) shall result in the Proposer being found non-responsive and the proposal rejected without further review in the County's sole and absolute discretion.

5.7.6.2 **Proposed Staffing Plan (Section B.2)**

Proposer must develop and submit a detailed staffing plan including a proposed project organizational chart that will ensure full compliance with the minimum requirements set forth in Section 3.2.2 (Key Staff Qualifications) and the Work described in the Statement of Work. The plan shall describe the roles and staff resources that will be assigned to complete the Work described in the Statement of Work and Specifications and clearly identify if any one individual is proposed to cover more than one (1) staffing area described in Section 3.2.2.3 (Proposer's Technical Staff Minimum Qualifications). The plan shall be supported by and consistent with the Proposer's fixed costs as listed in Appendix C (Price and Schedule of Payments). The narrative response shall not exceed four (4) pages with a suggested length of approximately three (3) pages.

5.7.6.3 **Project Manager Qualifications (Section B.3)**

Proposer must identify and provide a resume for the proposed Project Manager and list degrees and certifications. The resume must clearly describe how the proposed Project Manager meets the minimum qualifications and experience requirements set forth in Sections 3.2.2.1 (Dedicated Participation and English Language Fluency) and 3.2.2.2 (Proposer's Project Manager Minimum Qualifications), and is otherwise qualified to oversee the performance of all Work hereunder. The narrative response shall not exceed four (4) pages with a suggested length of approximately three (3) pages.

Note: County recognizes that Proposer cannot guarantee availability of the proposed Project Manager named at time of proposal submission. Without limiting Paragraph 3 (Administration of Agreement) of Appendix E (Sample Agreement), any replacement of key staff, shall be required to meet all qualifications and experience as set forth in Section 3.2.2 as well as have at least equivalent qualifications and experience of the originally proposed key staff member, as determined by County.

5.7.6.4 **Technical Staff Minimum Qualifications (Section B.4)**

Proposer must complete and submit Appendix B.6 (Proposer's Technical Staff Minimum Qualifications) to identify technical staff members, and technical roles (e.g., technical architect, System Administrator, Database Administrator, application development manager, etc.). Proposer shall clearly indicate that each proposed technical staff member meets the minimum qualifications and experience requirements set forth in Sections 3.2.2.1 (Dedicated Participation and English Language Fluency) and 3.2.2.3 (Proposer's Technical Staff Minimum Qualifications) for such person's position and is fully qualified to provide and perform the Work proposed hereunder.

5.7.6.5 **Pending Litigation and Judgments (Section B.5)**

In addition to the submission and completion of Exhibit 12 (Proposer Involvement in Litigation/Contract Compliance Difficulties) to Appendix V (County Required Forms), Proposer must list any pending or threatened litigation including, where appropriate, an opinion by Proposer's counsel as to the likelihood that any liability resulting from litigation will materialize, and an estimate of the dollar value of the liability. Proposer shall also

comment on whether any pending or potential financial commitments as well as any pending or threatened litigation will adversely affect the Proposer's ability to perform any resultant Agreement. A PDF copy of the list shall be included in Section B of the proposal.

5.7.7 **Proposer's Approach (Section C)**

5.7.7.1 **Approach to Providing the Required Work (Section C.1)**

Proposer must complete and submit Section 1.0 (Approach) of Appendix B.7 (Proposed Project Approach and Schedule) to clearly describe the benefits of its approach for providing all required Work described in the Statement of Work.

5.7.7.2 **Proposed Detailed Work Plan (Section C.2)**

Proposer must develop and submit a proposed Detailed Work Plan using the most recent version of Microsoft Office Project in accordance with Section 2.0 (Proposed Project Schedule) of Appendix B.7 (Proposed Project Approach and Schedule) and Task 1.3 (Develop and Present Detailed Work Plan) of the Statement of Work.

5.7.7.3 **Relevant Assumptions (Section C.3)**

Proposer must submit a narrative summary not to exceed five (5) pages in accordance with Section 3.0 (Relevant Assumptions) of Appendix B.7 (Proposed Project Approach and Schedule).

5.7.8 **Proposer's Technical Solution Response (Section D)**

Proposer shall define their business solution by providing responses in each and every required section as requested in:

5.7.8.1 The Microsoft Excel workbook file name "Appendix B.1 Functional Requirements Response":

- Section I Referral-In
- Section II Screening
- Section III Authorization
- Section IV Intake
- Section V Service Delivery

- Section VI Billing
- Section VII Closure
- Section VIII Claims
- Section IX Portals

5.7.8.2 The Microsoft Excel workbook file name "Appendix B.2 Technical Requirements Response":

- Section I System Architecture
- Section II Database
- Section III Reporting
- Section IV Security
- Section V EDI
- Section VI Ease of Use
- Section VII System Reliability
- Section VIII Production Control
- Section IX Other Environment
- Section X System Standards
- Section XI Interfaces

5.7.8.3 Appendix B.2.1 – Technical Narrative Requirements Response

5.7.8.4 Appendix B.4 – System Hardware Response:

- Section 4.0 Required Hardware
- Section 4.1 Recommended User Hardware
- Section 4.2 Required Peripheral Hardware

5.7.8.5 Appendix B.5 – System Software Response:

- Section 2.0 Proposed System Software
- Section 3.0 Proposed Software For Applicable Technical Requirements
- Section 4.0 Correspondence to DMH Functions

- Section 5.0 Proposed Software Not Matched to Specific Requirements Listed in Section 4.0 (Correspondence to DMH Functions)

Note: County will purchase System Hardware under a separate contract as set forth in Appendix B.4 (System Hardware Response) of this RFP.

5.7.9 **Acceptance of or Exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Requirements of Appendix A (Statement of Work) (Section E).**

5.7.9.1 It is the duty of every Proposer to thoroughly review Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work) to ensure compliance with all terms, conditions, and requirements. Unless expressed otherwise by the Proposer in its proposal, each Proposer is deemed to have accepted, as stated, the County's terms and conditions in Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and the County's requirements in Appendix A (Statement of Work). Proposer may take exceptions to the County's terms, conditions, and requirements only as provided in Section E of its proposal as described below.

5.7.9.2 Section E of Proposer's response must include the following documents:

5.7.9.2.1 A statement offering the Proposer's acceptance of or exceptions to the terms and conditions specified in each Appendix E (Sample Agreement); Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work).

5.7.9.2.2 As to each exception in Appendix E (Sample Agreement); Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work), Proposer shall provide the proposed alternative language as a "redlined" against the original language for County's consideration.

Furthermore, each "redlined" submission must be entered directly into the electronic Microsoft® Office Word 2003 document provided by County for each applicable Appendix E (Sample Agreement),

Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work).

5.7.9.3 Regarding the "redlined" versions of the provisions in question, edit only substantively changed portions of each such provision. Do not provide an alternative proposed Agreement or substitute entire new provisions where mark-up of the existing provisions will provide the same substantive effect. Mark-up or editing of any existing provisions must be clearly identifiable (i.e., use of strikeout, colored fonts to identify changes, or Track Changes in Microsoft® Office Word, etc.). Failure to adhere to this procedure may at County's sole discretion render the proposal non-responsive. The County relies on this procedure to evaluate and consider Proposer's exceptions. Any provision to which no exception is taken in the proposal shall be deemed accepted by the Proposer and proposed changes to such provisions will not be subsequently accepted by County during negotiations or otherwise. Any attempt to later introduce new proposed revisions may constitute cause for a determination of Contractor nonresponsibility.

5.7.9.4 As to <u>each</u> exception, the Proposer must provide all information requested in Exhibit 22 (Exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work)) to Appendix V (County Required Forms), which will allow County to evaluate and consider Proposer's exceptions.

5.7.9.5 The County reserves the right to determine if Proposer's exceptions are substantially material to deem the proposal nonresponsive and not subject to further evaluation.

5.7.9.6 The County reserves the right to make changes to Appendix E (Sample Agreement), including any Exhibits and Attachments thereto, at its sole discretion.

5.7.9.7 Failure to provide a statement of acceptance or to list the exceptions to the terms and conditions in each of Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work) as described above will result in the Proposer being found non-responsive in the County's sole and absolute discretion.

5.7.10 Additional Proposer Information and Certifications (Section F)

Include all of the County Required Forms of Appendix V (County Required Forms) as listed below. Complete, sign, and date all forms. The person signing all forms must be authorized to sign on behalf of the Proposer and to bind the applicant in an Agreement. Forms may be expanded, as necessary, to provide complete responses.

- Exhibit – 1 Proposer's Organization Questionnaire/Affidavit
- Exhibit – 2 Certification of Independent Price Determination & Acknowledgement of RFP Restrictions
- Exhibit – 3 Certification of No Conflict of Interest
- Exhibit – 4 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit – 5 County of Los Angeles Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

  Note: Proposer must already be certified as a Local SBE <u>prior</u> to proposal submission to be eligible to request the proposal be considered for the Local SBE Preference.
- Exhibit – 6 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit – 7 County of Los Angeles Contractor Employee Jury Service Program – Certification Form and Application for Exception
- Exhibit – 8 Offer to Perform and Acceptance of Terms and Conditions for an Integrated Behavioral Health Information System (IBHIS)
- Exhibit – 9 Certification of Employee Status
- Exhibit – 10 Proposer Certification
- Exhibit – 11 Proposer's Agreement to Adhere to the County's Child Support Compliance Program
- Exhibit – 12 Proposer Involvement in Litigation/Contract Compliance Difficulties
- Exhibit – 13 Current Members of Board of Directors
- Exhibit – 14 Intentionally Omitted
- Exhibit – 15 Charitable Contributions Certification
- Exhibit – 16 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76)
- Exhibit – 17 Request for Proposal/Grounds for Rejection
- Exhibit – 18 Proposer's Nondiscrimination in Services Certification
- Exhibit – 19 Transitional Job Opportunities Preference Application

- Exhibit – 20 Proposer's References
- Exhibit – 21 List of Subcontractors
- Exhibit – 22 Exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work)
- Exhibit – 23 Certification of Compliance with the County's Defaulted Property Tax Reduction Programs

5.7.11 Price Proposal (Section G)

Proposer shall provide fixed total price responses to install and implement the proposed System. The Proposer shall not include any assumptions in its Price Proposal other than as expressly stated in its responses to the other sections. Furthermore, the Price Proposal shall not reflect any price reductions based on County's acceptance of any exceptions set forth in Section E of the proposal. Template pricing schedules are provided in Appendix C (Price and Schedule of Payments) as blank templates for completion and inclusion with the proposal. No other templates shall be accepted. If Proposer believes that any formula is incorrect, such Proposer shall not attempt to modify any formula, but shall immediately notify County's POC, in writing, as set forth in Section 4.2 (County Point of Contact and RFP Communications). Proposer's stated prices and rates shall cover Proposer margins and all direct and indirect costs whatsoever, including without limitation all costs of Third Party Software, taxes, out-of-pocket expenses (e.g., lodging, travel, parking and supplies), salaries, employee benefits, transportation charges and other overhead costs. No costs or fees other than those expressly provided in the response to Appendix C (Price and Schedule of Payments) shall be permitted.
In the event County requests additional training, the proposed fixed price per trainer shall not exceed the proposed fixed labor rates specified in Section V (Other Professional Services) to Appendix C (Price and Schedule of Payments).

The Proposer shall complete each and every required section as requested in Appendix C (Price and Schedule of Payments) and provide fixed total price responses as requested in The Microsoft Excel workbook file name "Appendix C Price and Schedule of Payments":

- Section I.A System Software: Baseline Application Software
- Section I.B System Software: Third Party Software
- Section II System Training
- Section III.A Professional Services: Custom Programming Modifications
- Section III.B Professional Services: Interfaces

- Section III.C Professional Services: Fixed Price Professional Services
  Part A: Other SOW Professional Services
  Part B: Other Implementation Tasks
- Section IV Maintenance and Support Services
- Section V Other Professional Services
- Schedule of Payments

5.7.12 Additional Proposer Materials (Section H)

Proposer may include in this Section H limited, specific material not specifically requested by County. **Note: Materials submitted in this Section H will not be scored and will have no bearing on final selection. Furthermore, consideration should be given to providing substantive, accurate, appropriate and relevant information to support an accurate understanding of Proposer's response. All such materials must be submitted in accordance with Section 5.5.3 of this RFP.**

6.0 SELECTION PROCESS AND EVALUATION CRITERIA

6.1 EVALUATION OVERVIEW

All proposals will be evaluated based on the criteria listed in this Section 6.0 and in accordance with newly established Board approved County Policy No. 5.054 (Evaluation Methodology for Proposals). County will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. County will review each proposal to ensure that the Proposer was responsive to the RFP requirements, and is a responsible Proposer, which will include without limitation a review of the County's contract database as well as the list of debarred County contractors. County will review all responses to Appendix B (Technical Solution Response) documents to determine the adequacy, soundness and thoroughness of the proposed solution. Consideration will be given to capabilities or advantages of each proposed System which are clearly described in the proposals and confirmed by presentations, demonstrations, reference checks and site visits.

County reserves the right to contact individuals, entities, or organizations who have had contracts or relationships with the Proposer and/or with staff intended for this effort, whether or not they are identified as references, to verify that the Proposer has successfully performed its contractual obligations in other similar efforts, and otherwise to audit or verify the Proposer's qualifications and/or request additional information at any time during the selection process. The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the most qualified proposal.

The selection process will begin with receipt of the proposals on the due date indicated in Section 1.3 (RFP Timetable) of this RFP. Proposals will be evaluated by the County Evaluation Committee (Committee) which will include representatives from DMH. The sole objective of the Committee shall be to recommend to DMH's Director and the Board, the Proposer whose proposal is most advantageous and provides the best value to County, price and other factors considered. The Committee and DMH will use the evaluation criteria described herein to select a prospective Contractor. The County may utilize the services of appropriate subject matter experts throughout the selection process. The evaluation will be conducted in three (3) phases:

- Phase I – Pass/Fail Review
- Phase II – Evaluation of Qualifying Proposals
- Phase III – Demonstrations, References and Site Visits

Failure of the Proposer to adhere to the proposal submission requirements as outlined in Sections 5.0 (Proposal Requirements) and 6.0 (Selection Process and Evaluation Criteria) shall eliminate its proposal from any further consideration at any point in the evaluation, in the County's sole and absolute discretion. Failure of a Proposer to address

or meet the requirements stated in the RFP, as determined by County, may result in disqualification of the proposal or lower points scored, as determined by County. Proposals must pass each phase to advance to the next phase. County will notify non-qualifying Proposers in writing.

County will evaluate all properly submitted proposals. County reserves the right to reject any or all of the proposals received, or cancel this RFP, at any time. County also reserves the right to waive any minor irregularities or immaterial defects in proposals as determined by County. Where County waives any minor irregularities or immaterial defects, such waiver shall in no way modify RFP requirements or excuse the Proposer from compliance with RFP specifications and other contract requirements if the Proposer is awarded any resultant Agreement.

County reserves the sole right to judge the contents and presentation of the proposals submitted and select the successful proposal, if any. Evaluations will be based upon the information provided in the proposals and such other information as County deems appropriate.

6.2 PHASE I - PASS/FAIL REVIEW (ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS, PROPOSER'S RESPONSIVENESS AND RESPONSIBILITY)

6.2.1 The "pass/fail" review shall verify that Proposer meets all minimum mandatory requirements as outlined in Section 3.2 (Minimum Mandatory Requirements) of this RFP. Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) to Appendix V (County Required Forms) provided in Section F and applicable proposal responses shall be reviewed without limitation to confirm Proposer's compliance.

6.2.2 The "pass/fail" review shall determine Proposer's compliance with Letter of Transmittal requirements set forth in Section 5.7.2 (Letter of Transmittal) of this RFP.

6.2.3 The "pass/fail" review shall verify Proposer's compliance with all County Required Forms requested in Section F.

6.2.4 A "pass/fail" review shall determine Proposer's compliance with each requirement for submission, as outlined in Section 5.0 (Proposal Requirements) of this RFP.

6.2.5 County will notify non-qualifying Proposers in writing.

6.3 PHASE II - EVALUATION OF QUALIFYING PROPOSALS

Qualifying proposals remaining after Phase I (Pass/Fail Review) will be evaluated based on a combination of Proposer's qualifications, financial stability, project management approach, business solution, technical solution and price, including the soundness of the

proposed technical approach and solution; as well as the impact of exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services), and requirements of Appendix A (Statement of Work).

Points will be allocated to remaining proposals based on a review and assessment of Proposer's response provided in the proposal content in accordance with Section 5.7 (Sequence and Content). Proposals will be evaluated using a ten thousand (10,000) point scoring process. All proposals will receive a composite score and be ranked in numerical sequence from high to low.

6.3.1 Evaluation Criteria and Scoring

Phase II evaluation points will be allocated to each evaluation criteria category in accordance with the percentage weight shown in the Phase II Evaluation Criteria Category table below. Seventy-five percent (75%) of the total points will be allocated to the Phase II score [i.e., seventy-five percent (75%) of the ten thousand (10,000) points apportioned to Phase II of the evaluation]. The remaining twenty-five percent (25%) of the total points will be allocated to the Phase III score.

Phase II Evaluation Criteria Category	Maximum Points	Weight
a. Qualifications	1,500	20%
b. Approach	1,125	15%
c. Functional Requirements Response	1,875	25%
d. Technical Requirements Response	1,125	15%
e. Exceptions [2]	—	—
f. Price	1,875	25%
Overall Scoring	**7,500**	**100%**

For each Phase II evaluation criteria category, the Proposer with the highest raw score will receive the maximum points available for such evaluation criteria category. The raw score of each evaluation criteria category for each of the other Proposers will be normalized by awarding a percentage of the maximum points available for such evaluation criteria category, as follows:

[2] See Section 6.3.7 [Proposer Exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services), and Appendix A (Statement of Work)] for a description of the exception category.

Y = (N divided by X) times maximum points available

Where:

N = Phase II evaluation criteria categories (a-f) raw score for Proposer n

X = Highest response evaluation criteria categories (a-f) raw score of all qualified Proposers

Y = Phase II evaluation criteria categories (a-f) normalized score for Proposer n

6.3.2 While Section A Executive Summary will not be scored, it will be used as County's orientation to the proposal.

6.3.3 **Proposer Qualifications (1,500 Points)**

Section B of the proposal will be evaluated as follows:

6.3.3.1 Section B.1 of the proposal will be evaluated as to financial stability, experience and capacity to provide and perform the Work described in the Statement of Work.

6.3.3.2 Section B.1 of the proposal will be evaluated with respect to Proposer's insurability and financial capability in accordance with audited financial statements provided for fiscal years 2008 - 2006 to perform and maintain itself throughout the Term of the proposed Agreement. The County reserves the right to request, obtain, and evaluate additional information regarding Proposer's financial capability and/or insurability.

6.3.3.3 Section B.2 of the proposal will be evaluated on the adequacy of its staffing approach to complete the Work described in the Statement of Work.

6.3.3.4 Section B.3 of the proposal will be evaluated for the qualifications and experience of the proposed Project Manager.

6.3.3.5 Section B.4 of the proposal will be evaluated on the proposed roles of proposed technical staff members and their experience and qualifications to perform the Work set forth in the proposal.

6.3.3.6 Section B.5 of the proposal will be evaluated and a review will be conducted to determine the magnitude of any pending litigation or judgments against the Proposer. Pending or actual litigation or judgments against the Proposer may or may not negatively impact Proposer's score. However, failure and/or refusal to report litigation and/or judgments will result in the proposal being found non-

responsive and the proposal shall be eliminated from further review at the County's sole and absolute discretion.

6.3.4 **Proposer's Approach (1,125 Points)**

6.3.4.1 Section C of the proposal will be evaluated on the practicality, associated risks, feasibility and relevant assumptions of the Proposer's approach for providing all required Work of this RFP and the efficiency of the Detailed Work Plan as it relates to Proposer's planning and timing of project activities in the performance of each Deliverable set forth in the Statement of Work.

6.3.4.2 Section C.1 of the proposal will be evaluated on the practicality, associated risks, and feasibility of the Proposer's approach for providing all required Work of this RFP and in accordance with the Statement of Work.

6.3.4.3 Section C.2 of the proposal will be evaluated on the practicality, associated risks, feasibility and the efficiency of the Detailed Work Plan as it relates to Proposer's planning and timing of project activities in the performance of each Deliverable set forth in the Statement of Work.

6.3.4.4 Section C.3 of the proposal <u>will not</u> be evaluated but will provide information to support an accurate understanding of Proposer's relevant assumptions to its approach and timeline.

6.3.5 **Proposer's Functional Requirements Response (1,875 Points)**

Section D of the proposal will be evaluated to determine the extent to which the proposed solution meets County's clinical, financial and administrative requirements. While the Functional Requirements Response matrix is designed to be a self scoring assessment of Proposer's ability to provide requested functionality, County in its sole discretion may elect to adjust Proposer's scores where discrepancies between Proposer's comments and score exist.

6.3.6 **Proposer's Technical Requirements Response (1,125 Points)**

Section D of the proposal will be evaluated to determine the extent to which the proposed technical solution, approach and technology comprehensively meets County's technical requirements and preferences and supports County's strategic direction and existing information technology standards. While the Technical Requirements Response matrix is designed to be a self

scoring assessment of Proposer's ability to provide requested functionality, County in its sole discretion may elect to adjust Proposer's score where discrepancies between Proposer's comments and score exist.

6.3.7 **Proposer Exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services), and Appendix A (Statement of Work)**

Section E of the proposal will be evaluated to determine the extent and acceptability of the exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services), and requirements of Appendix A (Statement of Work) and qualification for continued evaluation. County, in its sole discretion, may deduct up to ten percent (10%) or may disqualify a proposal based on the impact of the exceptions.

6.3.8 **Price Proposal Evaluation Criteria (1,875 Points)**

Section G of the proposal will be evaluated as follows:

6.3.8.1 The price proposal will be scored based on the lowest total price as stated in the Total Pricing Summary Table of Appendix C (Price and Schedule of Payments) provided in Section G of the proposal. The Proposer with the lowest total price will receive one thousand, eight hundred seventy-five (1,875) score points.

6.3.8.2 The County reserves the right to select the pricing structure deemed by the County, in its sole discretion, to be the most beneficial and cost effective for the County. If any price schedule or component thereof is incomplete or unreasonable, County may at its sole discretion, deduct points or disqualify the proposal.

6.3.8.3 The County may request written clarification(s) of the price proposal at any time during this evaluation. Each Proposer shall submit such a written clarification of the applicable portions of its price proposal within a County-specified time period and in compliance with all County instructions as set forth in the request. Proposer understands and agrees that any such clarification shall be limited to clarifying the County-specified portions of its price proposal, shall comply with all County instructions as set forth in the request, and shall be considered part of the proposal for all purposes, including proposal evaluation. If Proposer fails to submit such a clarification within the County-specified time period, the price proposal shall stand as written for all purposes, including proposal evaluation.

6.3.8.4 Should one or more of the Proposers' request and be granted the Local SBE Preference and/or Transitional Job Opportunities Preference, the cost component points will be determined as follows:

6.3.8.4.1 **Local SBE Preference:** Five percent (5%) of the lowest absolute cost proposed will be calculated, which shall not exceed $50,000, and that amount will be deducted from the cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference for the purpose of the points award. The adjusted price will then be used to compute price scoring as set forth above.

6.3.8.4.2 **Transitional Job Opportunities Preference:** Five percent (5%) of the lowest cost proposed will be calculated and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

6.3.8.5 While Section H of the proposal will not be scored and will have no bearing on final selection, it will be reviewed for relevant information to support an accurate understanding of Proposer's response.

6.3.9 Phase II Scoring

The normalized points for each Proposer's Phase II evaluation criteria category will be combined for a composite score and all proposals will be ranked in numerical order from high to low at the conclusion of Phase II evaluation of qualifying proposals.

6.4 PHASE III – DEMONSTRATIONS, REFERENCES AND SITE VISITS

The three (3) highest ranking proposals based upon Phase II composite scores will advance to Phase III. County will notify non-qualifying Proposers in writing. Evaluation of qualifying proposals under Phase III will be based on a combination of demonstrations, reference checks and site visits.

6.4.1 Evaluation Criteria and Scoring

Phase III evaluation points will be allocated to each evaluation criteria category in accordance with the percentage weight shown in the Phase III Evaluation Criteria Category table below. Twenty-five percent (25%) of the

total points [i.e., twenty-five percent (25%) of the ten thousand (10,000) points apportioned to Phase III of the evaluation] will be allocated to the Phase III evaluation criteria categories as follows:

Phase III Evaluation Criteria Category	Maximum Points	Weight
a. Demonstrations	1,500	60%
b. References	250	10%
c. Site Visits	750	30%
Overall Scoring	**2,500**	**100%**

If the point differential between any of the top three (3) highest ranking proposals based upon Phase II composite scores is greater than the two thousand, five hundred (2,500) points allocated in Phase III, County in its sole and absolute discretion may not request a demonstration of Proposer's proposed System functionality and cease further evaluation of said proposal.

For each Phase III evaluation criteria category, the Proposer with the highest raw score will receive the maximum points available for such evaluation criteria category. The raw score of each evaluation criteria category for each of the other Proposers will be normalized by awarding a percentage of the maximum points available for such evaluation criteria category as follows:

Y = (N divided by X) times maximum points available

Where:

N = Phase III evaluation criteria categories (a-c) raw score for Proposer n

X = Highest response evaluation criteria categories (a-c) raw score of all qualified Proposers

Y = Phase III evaluation criteria categories (a-c) normalized score for Proposer n

6.4.2 Demonstrations (1,500 Points)

County, in its sole and absolute discretion, will request demonstrations to evaluate Proposer's proposed System functionality. Proposers shall be required to make a presentation and provide a demonstration of the proposed System as described in this Section 6.4 to County, at County's request. County will notify each Proposer in writing as to the date, time, and location, and provide guidelines for the content and format of the presentation, including any proposed key staff that will be required to attend. Upon notification, Proposer must be willing and able to make a presentation in person to the Committee at a County Facility. As part of the presentation,

County may request clarifications from the Proposer regarding any portion of its proposal.

The presentation will have standardized guidelines for content and format, including without limitation a question and answer session and demonstration of proposed System functionality based on scripts provided in advance by County. Demonstrations of the appropriateness and thoroughness of solutions presented and the proposed System functionality as described further in this Section 6.4.2 will be evaluated. County may elect to videotape the presentation.

Proposer should note that County is expressly interested in each Proposer's demonstrated understanding of County's role as both a mental health provider and plan administrator during its presentation and demonstration. During the presentation, Proposer will demonstrate how its proposed COTS functionality meets County's clinical and business requirements. This shall include without limitation:

- A demonstration of service delivery from the initial referral of the client to claims submission and administration using a "day in the life" scenario to demonstrate the typical daily interactions County Staff will have with the proposed System;
- The Proposer's approach to outcome measures data collection and reporting;
- Key features, navigational expedience, and logical process flow;
- Ability to provide satisfactory response time, run on existing or planned equipment, and scale for increasing transaction volume and user counts;
- Ease of use and intuitiveness of the processes used to perform the functions of the proposed System; and
- Ability to meet field level edits, cross-edits, and System alerts to ensure data integrity.

In addition to the scripted elements of the demonstrations, County may also request information and ask questions specific to Proposer's responses at the presentation, and/or ask other questions of a general nature.

6.4.3 References (250 Points)

Reference checks will be performed to provide County with a basis for determining the level and quality of Proposer's experience and success in supporting systems similar in functionality to the proposed System, and to verify that the Proposer has successfully performed its contractual obligations in other similar efforts.

6.4.3.1 References requested in Exhibit 20 (Proposer's References) of Appendix V (County Required Forms) of Section F of the proposal will be contacted and their responses evaluated on the scope of Proposer's prior experience and level of performance. County must be able to establish at least one (1) favorable reference for a Proposer. In addition to the references provided, a review will include the County's contract database, if applicable, reflecting past performance history on County agreements, and a review of terminated agreements.

6.4.3.2 It is the Proposer's responsibility to inform each point of contact that she/he is being named as a reference and of DMH's normal working hours of Monday through Friday, from 8:00 a.m. to 5:00 p.m., Pacific Standard Time. Proposers are responsible for the accuracy of the contact information of their references including providing current and accurate mailing addresses, telephone numbers and e-mail addresses. References should be able to describe completed and/or ongoing projects in which the size, volume, and scope are as close as possible to the project described in this RFP. References should be able to describe Proposer's performance and responsiveness to the project, including without limitation adherence to deadlines, customer support, maintenance, troubleshooting, agreement compliance, Proposer's response to changes, ability to stay within project budget, Proposer's knowledge, staffing changes, Proposer's ability to implement updates, and types of hardware and software used.

6.4.3.3 County, in its sole discretion, will lower Proposer's overall score in this category if:

- Reference(s) fail to substantiate Proposer's description of the services provided; or
- Reference(s) fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel; or
- DMH is unable to reach references with reasonable effort within three (3) Working Days following DMH's initial attempt to do so.

6.4.4 Site Visits (750 Points)

County will conduct site visits to evaluate Proposer's experience and success in implementing and supporting systems similar in functionality to the proposed System. Upon notification by County in writing, each Proposer shall be required to provide the names and addresses of customers where the core

of the customer's system is similar in scope and complexity to the proposed System, and preferably processing Medi-Cal claims and recommend the two (2) most appropriate sites to visit based on Proposer's knowledge of this RFP. Site visit arrangements will be made by County directly with the agency hosting the site visit, independent of the Proposer. County may elect to conduct a site visit at any agency provided as a reference by the Proposer, at any agency listed as a current or past customer in its proposal, or at any agency otherwise known to County. Proposer shall not attend or participate in the site visit.

6.5 CONTRACTOR SELECTION

Phase III scores will be added to Phase II scores to produce final scores and ranking of proposals. The Proposer receiving the highest composite score at the end of Phase III (Demonstrations, References and Site Visits) may be selected for negotiation. The County retains the right to select a proposal other than the proposal receiving the highest number of points, if County determines, in its sole discretion, that another proposal is otherwise the most qualified, cost-effective, responsive, responsible and/or otherwise in the best interests of the County.

Without limiting the foregoing, County may select the next highest ranking Proposer if it discovers disqualifying problems with the highest ranking Proposer (e.g., insolvency, contract default, state or County debarment, any business practice, or false, misleading, or unrealistic information or pricing submitted in response to this solicitation). Those Proposers not selected will be so notified in writing.

County additionally reserves the right, in its sole discretion, to enter into simultaneous negotiations with more than one Proposer, at the same time or separate times, and to terminate negotiations with any Proposer with which it is negotiating, at any time, also as determined by County in its sole discretion.

Upon selection of one or more Proposers with whom to negotiate, in accordance with the provisions of this RFP, a recommendation to commence contract negotiations with the selected Proposer(s) may be made by the Committee to the Director of DMH. Appendix E (Sample Agreement) serves as the foundation for contract negotiations.

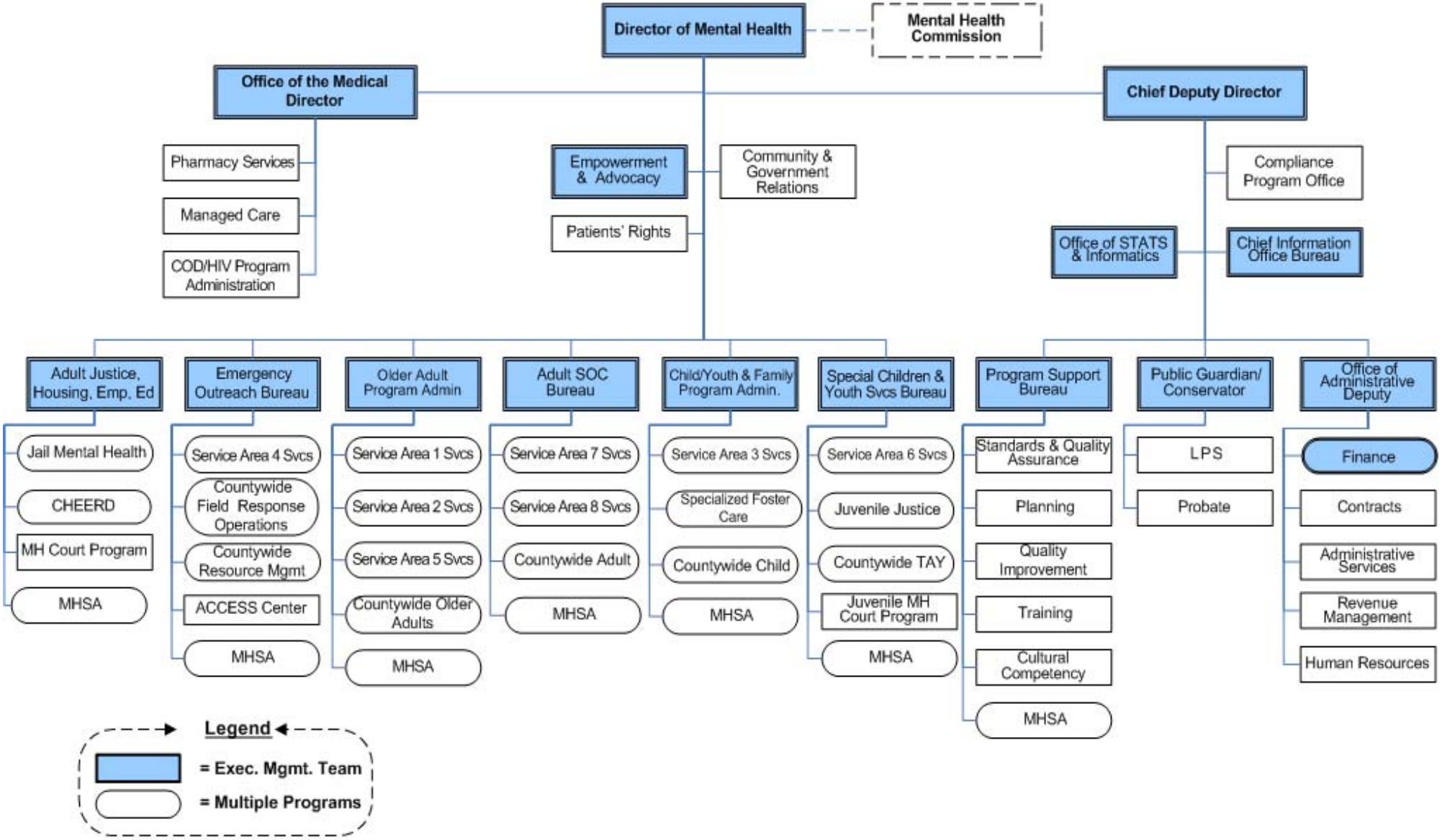
6.6 CONTRACT NEGOTIATIONS

After one or more prospective Contractors have been recommended by the Committee and approved by the Director of DMH for negotiation, County and the prospective Contractor(s) shall negotiate toward agreements for possible submission to the Board for consideration. Negotiations will be held at a site to be determined by County.

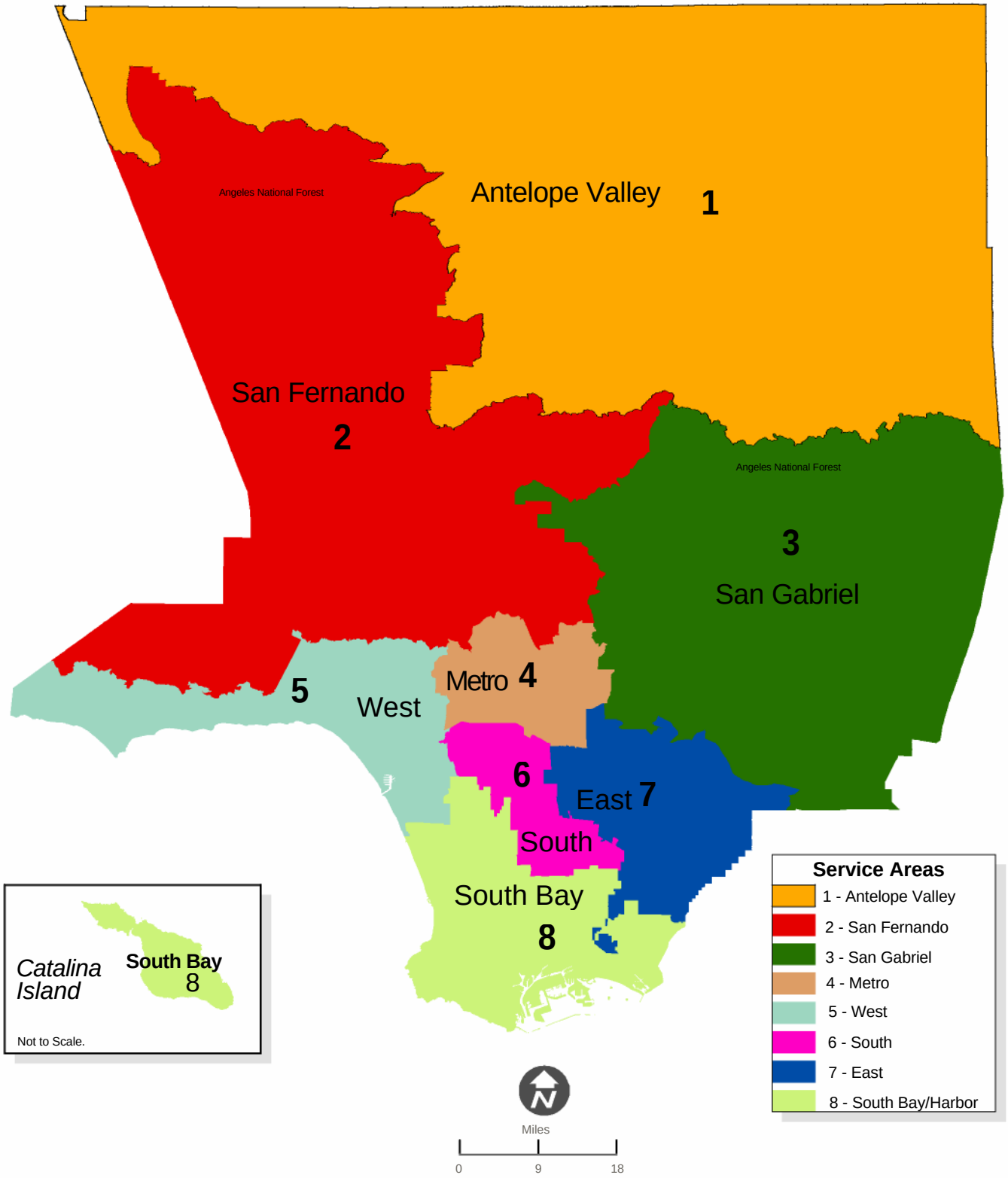
6.7 FINAL CONTRACT AWARD BY BOARD OF SUPERVISORS

After a prospective Contractor has been selected and an Agreement has been successfully negotiated, DMH will submit the Agreement to the Board for its consideration for approval. Notwithstanding the foregoing or anything in this RFP to the contrary, the Department's recommendation to award an Agreement will not bind the Board to award such Agreement to any prospective Contractor.

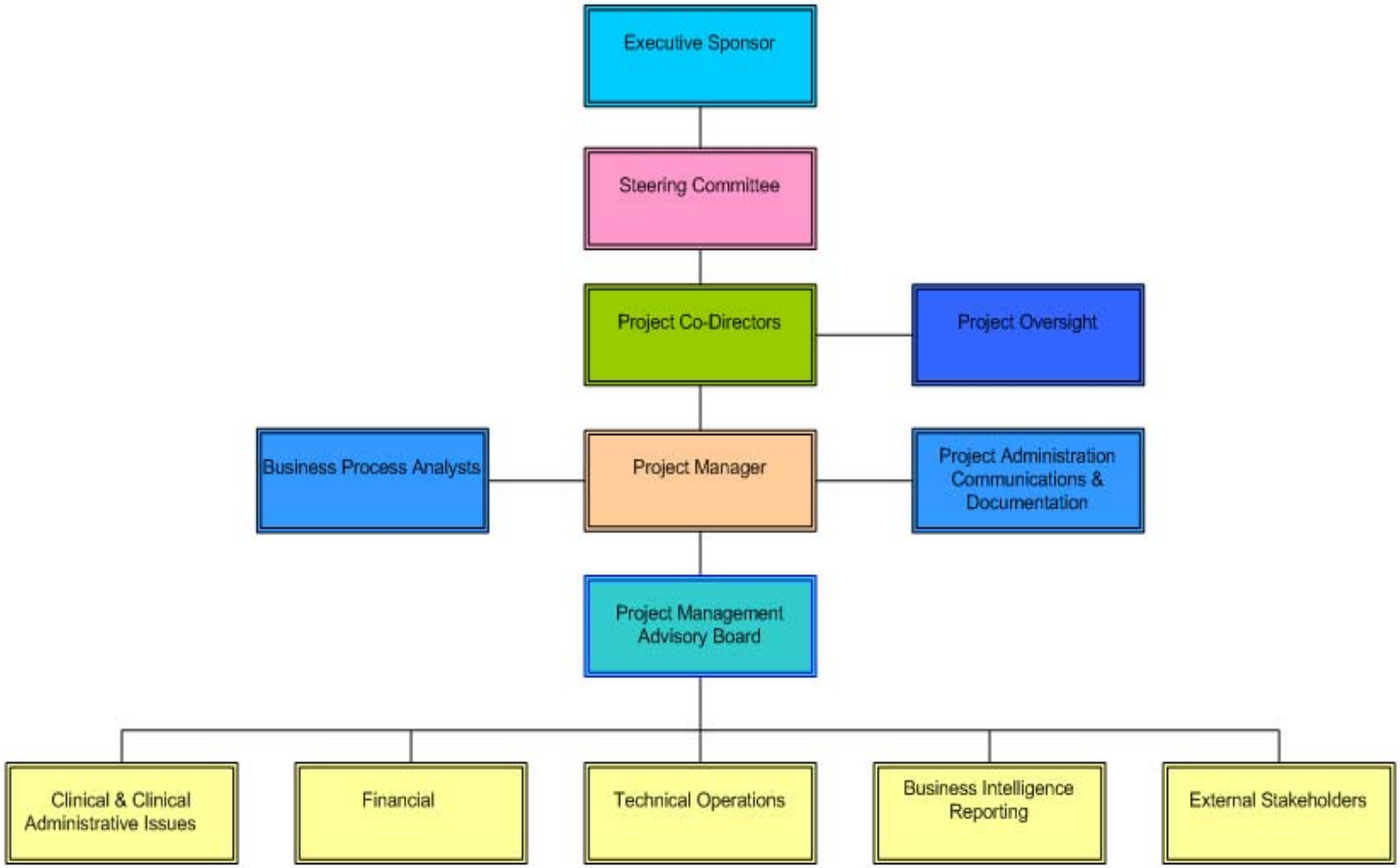
ATTACHMENT RFP 1 - DMH FUNCTIONAL ORGANIZATIONAL CHART



ATTACHMENT RFP 2 - SERVICE AREAS

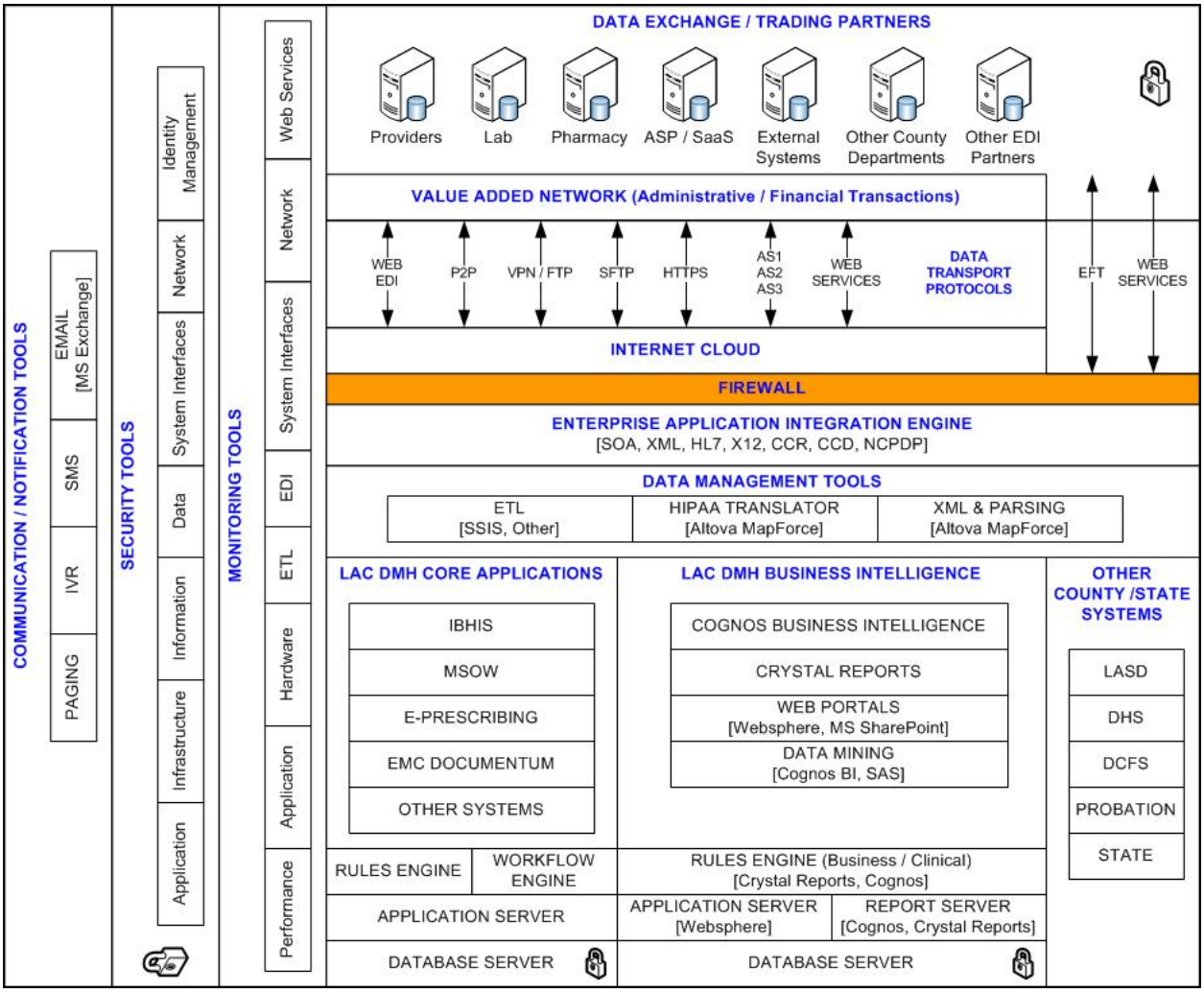


ATTACHMENT RFP 3 – INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM ORGANIZATIONAL CHART



ATTACHMENT RFP 4 – PROPOSED EDI DATA EXCHANGE SOLUTION

Attachment RFP 4 (Proposed EDI Data Exchange Solution) provides additional information about DMH's proposed EDI Data Exchange Solution.



ATTACHMENT RFP 5 – PROHIBITED ORGANIZATIONS AND INDIVIDUALS

The following organizations and individuals are prohibited from participating in preparation of a Proposer's response to the RFP, or as members of Proposers' staff, as stated in Section 4.11 (Prohibition from Participating in the Bidding Process) of this RFP.

ORGANIZATIONS

- Maiden Design, Inc.
- Outlook Associates, LLC
- Qualis Health
- Reed Data, Inc.

INDIVIDUALS – (Non Department Employees)

- Bonnie Croy
- Diane C. Vrenios
- Foster C. Beall, Jr.
- Gary Paaren
- Jeff Adam
- Dr. Jeff Hummel
- Karen Bollow
- Larry Reed
- Mae Regalado
- Patricia Lohman
- Patrick Gauthier
- Rhoda Miller
- Shelley Maiden
- Steve Eldredge
- Sue Sirlin
- Teresina Roxas

INDIVIDUALS – (Active Department Employees)

- All

INDIVIDUALS – (Prior Department Employees)

- Please check with the named issuing agent for clarification of status of any prior Department Employee.

ATTACHMENT RFP 6 - ENHANCED FILE TRANSFER (EFT) ACCESS REQUEST FORM

(*Please Print All Information*)

Instructions

All Proposers responding to this **RFP #DMH-1109B2** must complete and return this form no later than **December 09, 2009,** in order to request and receive access to a Enhanced File Transfer (EFT) account. County will provide the contact person listed below with a User ID, internet link to County's EFT site, and upload instructions for the electronic copy submission of the proposal via e-mail. **For user authentication and security purposes, passwords will be provided via telephone communication.** Proposer shall complete **all** of the following information, date and sign this form and mail or fax to the following:

Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 7th Floor Reception Room
Los Angeles, CA 90005
Attn: Dixie Marin, Contract Analyst
Fax: (213) 252-8884

ELECTRONIC SUBMISSIONS OF THIS FORM WILL NOT BE ACCEPTED

Proposer's Organization

Proposer's Organization: _____

Address: _____

Contact Person: _____ Title: _____

E-Mail Address: _____ Telephone Number: _____

Authorization

Proposer and the named signatory to this document in his or her individual capacity each represents and warrants that the individual named below is a duly authorized representative of Proposer with all legal rights and authority necessary to sign on behalf of the Proposer in order to receive access to EFT.

On behalf of _____ ***, I declare under penalty of perjury that the foregoing is true and correct.***
(Proposer's Name)

Proposer's Name: _____

Signature: _____

Print Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

APPENDIX A

STATEMENT OF WORK

Addendum Number One
January 13, 2010

Integrated Behavioral Health Information System

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Capitalized terms used in this Appendix A without definition herein shall have the meanings given to such terms in the body of Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) or Appendix F (Glossary).

1.0 SCOPE OF WORK

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

1.1 Contractor shall perform and provide all services, products and other Work to install, set-up, configure, integrate, train County Staff to use, and otherwise deploy and implement Contractor's Application Software as set forth in Appendix B.5 (System Software Response). Any proposed assignment or utilization of County Staff for any Work hereunder must be pre-approved in writing by County's Project Manager in his or her reasonable discretion.

1.2 Contractor shall perform, complete and deliver all Tasks, Deliverables, goods, services and other Work as set forth below or in any attached or referenced document, in full compliance with this Statement of Work. Such Tasks and Deliverables shall include without limitation all Custom Programming Modifications, Conversions, Interface development, training, tests, System cutover and System close-out / shut-down services set forth or referenced herein. Also defined in this Statement of Work are those Tasks that involve participation of both Contractor and County. Except to the extent expressly specified as an obligation of County, Contractor shall perform all Tasks and provide all Deliverables set forth herein.

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

1.4 The System will operate on the approved System Hardware located in two (2) geographical locations, County's Data Center and County's Local Recovery Center as set forth in Task 3.4 (Synchronize for Application and Database Replication) of this Statement of Work.

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

1.5.1 Clinical functionality to support the delivery of mental health services at DMH Directly Operated Facilities;

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

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

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

1.7 Contractor shall provide technical consultative support to the County Staff responsible for System administration and Application Software configuration throughout all System implementation Tasks to support County in its implementation and roll-out of the System. The implementation Tasks may include, but are not limited to, System administration, data Conversion and System cutover.

1.8 The System will be accepted in accordance with Task 10.3 (Final System Acceptance) only upon successful completion of two (2) pilot tests using a fully functional, completely integrated System and procedural processing package that meets the requirements and legal mandates of County, while addressing all Specifications set forth in the Agreement.

1.9 **System Deficiencies**

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

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

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

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

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

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

2.0 DOCUMENT TOOLS AND FORMATTING

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

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

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

C. All System Documentation and Training materials – on a CD/DVD-ROM, in a file format acceptable to County (such acceptable formats including without limitation MS-Office® and Adobe® PDF files), and furthermore accompanied by a hard copy format.

3.0 TASKS AND DELIVERABLES

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

TASK 1.0 – PROJECT PLANNING

Task 1.1 – Project Planning

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

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

DELIVERABLE 1.1 – PROJECT PLANNING

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

Task 1.2 – Contractor Staff

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

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

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

A. The proposed role;

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

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

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

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

DELIVERABLE 1.2 – CONTRACTOR STAFF

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

Task 1.3 – Develop and Present Detailed Work Plan

Contractor shall develop and electronically submit the Detailed Work Plan using the most recent version of Microsoft® Project currently used in the Department in accordance with Paragraph 4.6 (Delivery and Acceptance of Detailed Work Plan) of the Agreement. Chief Information Office Bureau (CIOB) plans to use Microsoft® Enterprise Project Management Server (EPMS) for the IBHIS project Detailed Work Plan and unless otherwise instructed in County's sole discretion, Contractor shall use EPMS when updating the Detailed Work Plan.

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

A. Project Milestones and Key Deliverables;

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

C. Sequencing and linking of key dependencies between Tasks;

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

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

F. Baseline start and end dates.

DELIVERABLE 1.3 – DETAILED WORK PLAN – Key Deliverable

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

TASK 2.0 – PROJECT STATUS REPORTS

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

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

A. Actual start and end dates;

B. Start date and end date variances; and

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

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

DELIVERABLE 2.0 – PROJECT STATUS REPORTS

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

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

TASK 3.0 – VERIFY SYSTEM HARDWARE, DELIVER AND LOAD SOFTWARE

Task 3.1 – Verify System Hardware Specifications

The Department utilizes an existing data center through a contract service agreement with Internal Services Department (ISD). The System will operate on the approved System Hardware located in two (2) geographical locations, County's Data Center and County's Local Recovery Center.

Prior to Contractor loading Baseline Application Software and within seven (7) Working Days of notification from County, Contractor shall verify at County's Data Center and at County's Local Recovery Center that hardware installed by County and operating system software and Database Management System (DBMS) configured by County, and DBMS administrative accounts created by County meet Contractor's Specifications as specified in Appendix B.4 (System Hardware Response).

DELIVERABLE 3.1 – VERIFY SYSTEM HARDWARE SPECIFICATIONS

Contractor shall verify and provide to County written confirmation that hardware, operating system software and DBMS software and administrative accounts meet Contractor's Specifications in accordance with Task 3.1 (Verify System Hardware Specifications).

Task 3.2 – Deliver Application Software and Documentation

Contractor shall deliver to County all System Components identified in the Agreement, including all applicable System Software and Documentation, within twenty (20) Working Days of the Effective Date, with the exception of Custom Programming Modifications to be developed later in the Term. Furthermore, such Documentation shall fully contain all System Software functionality and data definitions, and all such Documentation files shall be in the format of on-line help. Contractor shall provide in writing a list confirming all such System Components delivered.

DELIVERABLE 3.2 - APPLICATION SOFTWARE DELIVERY

Contractor shall deliver to County all System Components other than Custom Programming Modifications in accordance with Task 3.2 (Deliver Application Software and Documentation) and shall certify in writing and provide to County a list of all such System Components delivered.

Task 3.3 – Load Baseline Application Software

Contractor shall load Baseline Application Software and configure to operate with County specified TCP/IP ports using the RSA SecurID for access from outside the DMH network, configure to communicate with, and otherwise utilize, the DBMS at County's Data Center and County's Local Recovery Center. Contractor shall configure baseline as to create all of the production, training and testing environments at County's Data Center, and County's Local Recovery Center. Prior to configuration of synchronized Application Software and DBMS replication activities between County's Data Center and County's Local Recovery Center in

accordance with Task 3.4 (Synchronize for Application and Database Replication), Contractor shall (a) minimally configure Baseline Application Software so as to test and successfully demonstrate to County's Project Manager the connectivity of the application to the DBMS, (b) test and successfully demonstrate integration of third party plug-ins, and (c) test and successfully demonstrate User authentication through RSA SecurID at County's Data Center and County's Local Recovery Center. Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) as set forth in this Statement of Work.

DELIVERABLE 3.3 – LOAD BASELINE APPLICATION SOFTWARE – Key Deliverable

Baseline Application Software shall be loaded, configured, tested and successfully demonstrated by Contractor as operational at County's Data Center and County's Local Recovery Center and Contractor shall create all of the production, training and testing environments at County's Data Center and County's Local Recovery Center in accordance with Task 3.3 (Load Baseline Application Software). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

Task 3.4 – Synchronize for Application and Database Replication

After consulting with County and receiving the approval of County's Project Manager on the proposed synchronization architecture, Contractor shall configure Baseline Application Software and DBMS for synchronized application and database replication, based upon the Contractor's application design and County's business continuity requirements as set forth in Appendix B (Technical Solution Response). This configuration shall include but not be limited to designing, building and testing the replication process to confirm full functionality.

Contractor shall fully test and certify in writing that System recovery functionality is operational. Furthermore, Contractor shall confirm successful recovery functionality in situations including but not limited by: (a) removal from the network of the County Data Center System Hardware; (b) removal of power from the County Data Center System Hardware; and (c) reboot of the County Data Center System Hardware; in each case followed by restoring the System to normal operation at both System Hardware sites and full and successful resynchronization (collectively, the "Business Continuity Tests").

Contractor shall document its procedures and the performance of testing and all applicable results and certify in writing at the conclusion of each testing that: (a) County's Data Center and County's Local Recovery Center is configured to recover such that if the County's Data Center experiences a failure, County's Local Recovery Center will operate and provide full System Software functionality to all Users; (b) that databases for both sites are synchronized; (c) the integrity of data between both sites collectively perform according to all Specifications, requirements and standards set forth in Appendix B (Technical Solution Response) and this Statement of Work; and (d) County's Data Center and County's Local Recovery Center collectively otherwise maintain business continuity during any failure of County's Data Center in accordance with the Agreement. Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

Contractor shall thereafter conduct Business Continuity Tests upon the written request of County's Project Director throughout System implementation until such time as County provides Final System Acceptance.

Contractor shall furthermore develop and provide to County a comprehensive, verifiable automated process to run, which shall validate that (a) recovery was successful, (b) functionality has been restored, and (c) data integrity preserved.

Contractor and County shall identify, establish, test and document a secure method to access the System remotely in order to perform Maintenance and Support Services as described in Section II.B.(1) to Appendix D (Maintenance and Support Services).

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

Contractor shall provide an automated business continuity validation process, establish a documented secure method to remotely access the System, configure, test and provide written procedures and test results which successfully demonstrate that Baseline Application Software and DBMS are fully synchronized and otherwise configured for recovery between County's Data Center and County's Local Recovery Center in accordance with Task 3.4 (Synchronize for Application and Database Replication). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

TASK 4.0 - SYSTEM TRAINING

Task 4.1 – Develop Training Plan

Prior to initiating training of County Staff, Contractor shall develop a training plan for County's approval which shall include training on all aspects of the System for six (6) specific and distinct classes of County Staff identified in Item B in this Task 4.1. In developing the training plan, Contractor shall employ a training methodology that ensures the training requirements and training materials are effectively used throughout all instances of training.

A. Contractor shall develop a training plan which includes, without limitation:

Approach

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

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

(3) Contractor's plan and approach for providing on-the-job training for application trainer trainees in accordance with Item F(2) of Task 4.2 (Conduct Training);

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

(5) Contractor's approach for providing functionality, operation and troubleshooting training on peripheral hardware, elected by County as specified in Section 4.2 (Required Peripheral Hardware) of Appendix B.4 (System Hardware Response);

Training Schedule

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

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

(b) Database administration training occurs prior to Task 5.0 (Configure System);

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

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

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

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

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

Training Materials, Testing and Assessment

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

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

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

(11) Where appropriate and as a result of low test scores, Contractor's provision to repeat training for each distinct class of trainee's described in Task 4.2 (Conduct Training);

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

County's Training Environment

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

Recommendations

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

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

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

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

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

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

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

(2) Three (3) database administration trainees, for all applicable aspects of database administration;

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

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

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

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

DELIVERABLE 4.1 – TRAINING PLAN

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

Task 4.2 – Conduct Training

Upon County's approval of training plan, Contractor shall conduct training sessions utilizing training materials and Documentation as set forth in Task 4.3 (Training Materials and Documentation) and at minimum, without limitation, deliver the following:

A. System administration training:

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

(2) In addition to classroom training, Contractor shall provide on-the-job training to two (2) County Staff on the operation, support and maintenance of the System and throughout all applicable System implementation activities. Such training must be sufficient for the System administration trainees to achieve a proficient level of understanding to immediately operate the System under the guidance and technical support of Contractor at the beginning of the implementation. Further, as a result of the training, such trainees must have the competency to operate the System at System cutover. As part of on-the-job training, Contractor shall allow System administration trainees to shadow Contractor's technical System administration staff throughout Work set forth in Task 3.0 (Verify System Hardware, Deliver and Load Software), Task 9.4 (Conduct Conversion) and make any other necessary provisions to enhance and support trainees' understanding and exposure to System administration.

B. Database administration training:

Contractor shall provide comprehensive hands-on classroom training on all database administration, including, but not limited to, resulting in the trainees' complete understanding of the System's database organization and structure. Upon completion of such training, trainee shall obtain a detailed working knowledge of the System's database infrastructure, database design and database administration tools, System tables, key fields, indexes, and appropriate table links, triggers, constraints, and stored procedures as it pertains to their specific responsibilities to provide database administration for the System.

C. Interface development training:

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

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

D. Report and query writer training:

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

E. Application configuration training:

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

F. Application trainer training:

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

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

DELIVERABLE 4.2 – TRAINING – Key Deliverable

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

Task 4.3 – Training Materials and Documentation

A. Contractor shall provide System training materials for each trainee specific to each distinct class of training in accordance with Section 2.0 (Document Tools and Formatting) of this Statement of Work and shall include without limitation:

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

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

(3) Time allocations for each System Component;

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

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

B. Contractor shall provide Documentation for each trainee in accordance with Section 2.0 (Document Tools and Formatting) of this Statement of Work which shall include without limitation:

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

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

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

(4) Quick reference guides; and

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

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

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

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

DELIVERABLE 4.3 – TRAINING MATERIALS

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

TASK 5.0 – CONFIGURE SYSTEM

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

If County elects to acquire peripheral hardware recommended by Contractor as set forth in Contractor's response in Section 4.2 (Required Peripheral Hardware) of Appendix B.4 (System Hardware Response), Contractor shall configure such recommended peripheral hardware and demonstrate the successful operation of the peripheral hardware to County's Project Manager. Contractor shall provide County with operational Documentation, including without limitation, System Hardware set-up and basic troubleshooting.

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

DELIVERABLE 5.0 – CONFIGURE SYSTEM

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

TASK 6.0 – INTEGRATION

Task 6.1 – Pre-Defined Interfaces

Task 6.1.1 – Develop Checkwrite File Interface

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

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

Task 6.1.2 – Develop Standard Interfaces

Contractor shall develop, test and provide the required standard Interfaces described in Appendix B (Technical Solution Response), including without limitation Interfaces for the SDMH and Medicare Fiscal Intermediary. County Staff shall monitor and support System Interfaces with regards to their specific responsibilities and in accordance with Task 4.0 (System Training). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies).

Task 6.1.3 – Develop Credentialing Interfaces

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

DELIVERABLE 6.1 – INTEGRATION – Key Deliverable

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

TASK 7.0 – DEVELOP CUSTOM PROGRAMMING MODIFICATIONS

Contractor shall, upon the written request by County's Project Director, or his/her designee, develop and provide Custom Programming Modifications in accordance with Paragraph 1.4.30 (Custom Programming Modifications) of the Agreement.

DELIVERABLE 7.0 – CUSTOM PROGRAMMING MODIFICATIONS

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

TASK 8.0 – SYSTEM TESTS

Upon the completion of a successful delivery, installation and configuration of the requisite System Components, both Contractor and County shall perform System Tests as provided in this Task 8.0 (hereinafter also separately or cumulatively "System Test(s)") in the testing environment, unless otherwise specified by County. All System Tests shall be repeated until successfully completed in accordance with System Test Acceptance criteria as defined in Task 8.1 (Develop System Test Plan). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

Task 8.1 – Develop System Test Plan

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

DELIVERABLE 8.1 – SYSTEM TEST PLAN

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

Task 8.2 – Conduct Module Tests

Prior to County conducting reporting tool tests and integration tests, Contractor shall create module test scripts in an electronic file format acceptable to County and create System test data in County's test environment that will allow County to test the Components of the Application Software separately. Contractor shall ensure that test scripts include validation of standard reports and test scripts are designed to validate that Application Software meets all Specifications set forth in Appendix B (Technical Solutions Response) except to the extent requirements are otherwise to be tested under Task 8.4 (Conduct System Integration Test). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work.

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

DELIVERABLE 8.2 – MODULE TESTS

Contractor shall deliver test scripts and create test data in County's test environment in accordance with Task 8.2 (Conduct Module Tests). Contractor shall correct all detected Deficiencies in accordance with Section 1.9 (System Deficiencies) and deliver a written report of all Deficiencies detected as a direct result of module testing in accordance with Task 8.2 (Conduct Module Tests).

Task 8.3 – Conduct Reporting Tool Tests

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

Contractor shall, within ten (10) Working Days of County's successful completion of the reporting tool testing as determined by County in its sole discretion, provide a written report in

a format approved by County, of all Deficiencies detected as a direct result of reporting tool testing.

DELIVERABLE 8.3 - REPORTING TOOL TESTS

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

Task 8.4 – Conduct System Integration Test

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

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

DELIVERABLE 8.4 - SYSTEM INTEGRATION TEST

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

Task 8.5 – Conduct System Performance Test

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

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

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

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

DELIVERABLE 8.5 – SYSTEM PERFORMANCE TEST – Key Deliverable

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

TASK 9.0 – DATA CONVERSION

Task 9.1 – Develop Data Conversion Plan

County anticipates the Conversion of approximately 260,000 active clients and 280,000 client treatment episodes from the legacy IS. Contractor shall provide, for County's review and approval, a proposed data Conversion strategy for: (a) data clean up prior to Conversion; (b) the Conversion of all active client identification, demographic and benefit data; (c) the Conversion of all client treatment episodes for the twelve (12) months prior to cutover to Production Use; and (d) the validation of converted data.

County shall deliver to Contractor for Conversion two (2) sets of data extracted from the Department's existing IS of: (a) all active client identification, demographic and benefit data; and (b) all client treatment episodes for the twelve (12) months prior to cutover. County shall exercise reasonable efforts to complete data clean up prior to data Conversion and shall exercise reasonable efforts to resolve as many data issues as possible prior to data Conversion**;** however, County makes no representations or warranties whatsoever concerning the quality or scope of data issues resolved by County prior to the data Conversion. County Staff shall assist Contractor with regards to their specific responsibilities to support System Conversion activities.

Contractor shall upon County's approval of Contractor's strategy, develop a Conversion plan (hereinafter "Data Conversion Plan") for County's review and approval that provides a data Conversion process which allows for the maximum reliance on an automated approach with minimum disruption to the existing legacy system and ongoing operations; however, Contractor should identify areas where manual replacement of data is recommended in lieu of

automation. The Data Conversion Plan at minimum shall include without limitation all Components listed below:

A. Objectives;

B. Assumptions;

C. Scope;

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

E. Schedule;

F. Responsibilities and resource requirements;

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

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

I. Data Conversion process flow diagram;

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

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

L. Iterative results review and resolution of exceptions;

M. Data Conversion/client migration cutover plan;

N. Acceptance criteria, to include a percentage threshold of not less than ninety-nine percent (99%) exception-free conversion; and

O. Contingency plan.

DELIVERABLE 9.1 – DATA CONVERSION PLAN

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

Task 9.2 – Develop Data Conversion Programs

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

DELIVERABLE 9.2 – DATA CONVERSION PROGRAMS – Key Deliverable

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

Task 9.3 – Conduct Data Conversion Test

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

DELIVERABLE 9.3 – DATA CONVERSION TEST – Key Deliverable

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

Task 9.4 – Conduct Conversion

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

Pursuant to Task 10.2 (Pilot Tests), Contractor shall deliver to County complete and tested System Software, free of all Deficiencies in accordance with Section 1.9 (System Deficiencies) of this Statement of Work, for Conversion that will allow County to convert and migrate data from the existing IS system to Contractor's System. Contractor shall transition its Conversion procedures and programs to designated County Staff, provide instruction and respond to requests for assistance to ensure that program code can be operated by County Staff. Contractor shall provide technical User Documentation to support and assist County Staff in operating Conversion procedures and programs, including the analysis and resolution of Conversion problems.

DELIVERABLE 9.4 – CONVERSION – Key Deliverable

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

TASK 10.0 – SYSTEM CUTOVER

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

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

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

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

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

Task 10.1 – Develop System Cutover Plan

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

A. Cutover criteria;

B. Assumptions;

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

D. Responsibilities and resource requirements;

E. Cutover schedule;

F. Any additional/necessary details regarding Production Use Deficiency reporting and resolution as set forth in Appendix D (Maintenance and Support Services);

G. Cutover contingency fall-back strategy;

H. Business Continuity Tests;

I. Validation of compliance with Response Time Requirements;

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

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

DELIVERABLE 10.1 – SYSTEM CUTOVER PLAN

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

Task 10.2 – Pilot Tests

A. Contractor shall, without limitation:

(1) Reassign immediately prior to commencement of Production Use, any outstanding Level II Priority Deficiencies as described in Section 1.9.1 to a new Deficiency Priority Level in accordance with Section II.D(3) of Appendix D (Maintenance and Support Services). In addition, if in accordance with Section 1.9.3, County elects to permit deferred resolution of any Level I Priority Deficiencies (as described in Section 1.9.1) until after cutover to Production Use, such ongoing Deficiencies shall also receive a new Deficiency Priority Level in accordance with Section II.D(3) of Appendix D (Maintenance and Support Services);

(2) Assign to be on site at County for a period of no less than five (5) Working Days to provide Deficiency resolution during each pilot test, no less than four (4) Contractor technical staff members who have at a minimum previously and fully participated at County's site in System configuration, integration, Conversion and testing Tasks including, without limitation providing on-the-job System administration training and performing Contractor's Tasks defined in the System Cutover Plan. This period may also be extended as mutually agreed upon by County and Contractor or if at the County's discretion Deficiencies of a Level I or Level II Priority are not resolved;

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

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

(5) Monitor the System during Pilot 1 test for a minimum of eighty (80) Working Days and serve County in a consultative role to resolve workflow, operational, configuration and other issues, and otherwise ensure completion of two (2) successful consecutive monthly claims cycles following System cutover to Production Use; and

(6) Following the completion of Pilot 1 test, monitor the System during Pilot 2 test for a period of forty (40) Working Days, validate the effectiveness of the procedures for adding service delivery sites and programs to the System, provide updated System cutover procedures to County in writing and serve County in a consultative role to resolve workflow, operational, configuration and other issues, and otherwise ensure completion of one (1) additional successful monthly claim cycle.

B. A successful consecutive monthly claim(s) cycle shall mean for the purpose of completion of both Pilot 1 and Pilot 2 tests, satisfaction of all of the following conditions:

(1) The System operates in accordance with the Specifications and without a Deficiency of Level I Priority or Level II Priority in each case (as defined in Appendix D (Maintenance and Support Services)) for:

(a) Forty (40) Working Days during Pilot 1 test; and

(b) Twenty (20) Working Days during Pilot 2 test.

(2) During the period identified in condition (a) and (b) immediately above, claims, including Contract Provider claims, are submitted for all payors, including Medi-Cal claims submitted to the SDMH and Medicare claims submitted to the Medicare Fiscal Intermediary, for which services were delivered during each pilot test;

(3) Claims submitted under condition (B) immediately above are accepted by both the SDMH with an approval rate at or above ninety percent (90%) and by the Medicare Fiscal Intermediary with an approval rate at or above eight-five percent (85%) for services delivered during each pilot test;

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

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

DELIVERABLE 10.2 – PILOT TESTS

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

Task 10.3 – Final System Acceptance

Contractor shall receive Final System Acceptance following the successful completion of two (2) pilot tests as set forth in Task 10.2 (Pilot Tests) and all other Tasks set forth in this Statement of Work.

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

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

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

B. Contractor shall analyze implementation results, document its evaluation of the functioning of the System and assess the success and shortcomings of the System implementation efforts following the completion of the second pilot test. Within twenty (20) Working Days of Final System Acceptance, Contractor shall prepare and submit to County a Post Implementation Evaluation Report (PIER), which shall evaluate the System implementation and cutover process and shall at a minimum include the following:

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

(2) Anticipated versus actual resources required;

(3) Business and systems lessons learned;

(4) Pitfalls to avoid in the future;

(5) User feedback;

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

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

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

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

DELIVERABLE 10.3 – FINAL SYSTEM ACCEPTANCE – Key Deliverable

Contractor shall prepare the PIER in accordance with Task 10.3 (Final System Acceptance) and deliver to County within twenty (20) Working Days of Final System Acceptance.

TASK 11.0 – SYSTEM CLOSE-OUT / SHUT-DOWN

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

Contractor shall ensure that during the shut-down of the System and/or transition to any replacement system(s), Department clinical programs are not interrupted from delivering services and billing for services. At termination, the Department must have a useable copy of all System data, which shall be provided by Contractor in a format and media to be determined

by County. Contractor, with assistance from County, will develop a transition plan (hereinafter "System Transition Plan") that will address all aspects of the shut-down and/or transition to a new system, including both data transfer and claims run-out services, and will detail the activities of each party, including timelines, to successfully shut-down the System and transition to any applicable replacement system(s).

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

All Transition Services provided pursuant to this Task 11.0 shall be performed as Other Professional Services, and Contractor shall invoice County for such Transition Services in accordance with Section III.C (Professional Services: Fixed Price Professional Services) of Appendix C (Price and Schedule of Payments).

DELIVERABLE 11.1 – CLOSE-OUT PLAN

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

DELIVERABLE 11.2 – DATA FILES

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

DELIVERABLE 11.3 – CLAIMS RUN-OUT SERVICES

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

DELIVERABLE 11.4 – AUDIT REQUESTS

If applicable, Contractor will be asked to provide Work to support County's response to audit requests from State or Federal regulators.

APPENDIX A.1 - AUDITOR-CONTROLLER eCAPS INTERFACES

INTRODUCTION

Development of the Checkwrite Interface to the Auditor-Controller's eCAPS financial system shall be in accordance with Task 6.1.1 (Develop Checkwrite File Interface) to Appendix A (Statement of Work).

The County's central Countywide Accounting and Purchasing System (eCAPS), is based on CGI Group, Inc., AMS Advantage® version 3.8 financial management solution specifically designed to support the functions performed by state and local governments. In addition to the standard accounting functions of accounts payable, accounts receivable, and general ledger, Advantage® Financial also performs specialized functions such as encumbrance control, fund accounting, and cost (grants, projects, and jobs) accounting. The four functional areas included in the current phase of eCAPS are general accounting, accounts payable, accounts receivable and cost accounting.

The following provides both a Table of Contents for Interface design documents required to develop the Checkwrite Interface in accordance with Task 6.1.1 (Develop Checkwrite File Interface) to Appendix A (Statement of Work), as well as a direct web link to the eCAPS financial Interface design documents.

1.0 INBOUND INTERFACE SPECS

General Accounting Spending (GAX)
http://dmh.lacounty.gov/IBHIS/IBHIS R2 Docs/Ecaps/int_gax.pdf

General Accounting Encumbrance Direct (GAED)
http://dmh.lacounty.gov/IBHIS/IBHIS R2 Docs/Ecaps/int_gaed.pdf

Supplement for GAED and GAX Inbound Interface Designs
http://dmh.lacounty.gov/IBHIS/IBHIS R2 Docs/Ecaps/gaed_n_gax.pdf

Audited Contracts (CNTR)
http://dmh.lacounty.gov/IBHIS/IBHIS R2 Docs/Ecaps/int_cntr.pdf

Trust Warrant Request (TWR)
http://dmh.lacounty.gov/IBHIS/IBHIS R2 Docs/Ecaps/int_twr.pdf

Vendor Customer Creation1 (VCC1)
http://dmh.lacounty.gov/IBHIS/IBHIS R2 Docs/Ecaps/int_vcc1.pdf

Vendor Customer Modification1 (VCM1)
http://dmh.lacounty.gov/IBHIS/IBHIS R2 Docs/Ecaps/int_vcm1.pdf

2.0 OUTBOUND INTERFACE SPECS

Warrant Post Back Activity File
http://dmh.lacounty.gov/IBHIS/IBHIS R2 Docs/Ecaps/WarrantPAB.pdf

General Ledger Extract
http://dmh.lacounty.gov/IBHIS/IBHIS R2 Docs/Ecaps/General_ledger_extract.pdf

Accounting Based Spending Documents (for CAMIS)
http://dmh.lacounty.gov/IBHIS/IBHIS R2 Docs/Ecaps/ABS_CAMIS.pdf

Countywide Contract Monitoring System (CCMS)
http://dmh.lacounty.gov/IBHIS/IBHIS R2 Docs/Ecaps/ccms.pdf

EFT Activity File
http://dmh.lacounty.gov/IBHIS/IBHIS R2 Docs/Ecaps/EFT_Activity_File.pdf

APPENDIX A.2 - PROJECT STATUS REPORT

DO NOT INCLUDE IN PROPOSAL CONTENT

APPENDIX A.2 BECOMES AN EXHIBIT TO RESULTANT AGREEMENT

APPENDIX A.2 - PROJECT STATUS REPORT

I. GENERAL

Project Start Date: _____

Project Title: _____

Project Requestor: _____

Executive Sponsor: _____

Project Objective: _____

Report Prepared by: _____ Title: _____

Telephone No: _____ Email: _____

Preparation Date: _____ Reporting Period: _____

Project is: ☐ **On Schedule** ☐ **Ahead of Schedule** ☐ **Behind Schedule**

II. CURRENT ACTIVITY

Work not initiated or completed per the Detailed Work Plan

Detailed Work Plan Task No.	Activity Description	Status

III. SIGNIFICANT ACCOMPLISHIMENTS FOR CURRENT PERIOD

____

IV. ACTIVITIES PLANNED FOR THE NEXT MONTH

____

V. RISK AND ISSUE MANAGEMENT

All risks and issues associated with the project are documented under the DMH Project Management Methodology (PMM). Risks and issues categorized with **Probability** of **High**, **Impact** of **High** and a **Timeframe** of **Short** will be listed in this section of the Project Status Report.

ID	Risk / Issues (Describe the risk or issue in simple terms, provide details)	Probability (High)	Impact (High)	Timeframe (Short)	Response (Mitigate, Watch, Accept)
1		☐	☐	☐	
2		☐	☐	☐	
3		☐	☐	☐	
4		☐	☐	☐	
5		☐	☐	☐	
6		☐	☐	☐	
7		☐	☐	☐	
8		☐	☐	☐	
9		☐	☐	☐	
10		☐	☐	☐	

Explanation of Categories:

- **Probability (High):** Most certainly or very likely to occur.
- **Impact (High):** Significant impact to project scope, cost or schedule which is likely to threaten and undermine project completion.
- **Timeframe (Short):** A three (3) month or less estimation as to how long the risk will be relevant.
- **Response** (**Mitigate, Watch, Accept):** Resolve through mitigation, watch to monitor development, or accept and develop a contingency plan.

Proposer's Name: _____

RFP No: DMH-1109B2

APPENDIX B.1

FUNCTIONAL REQUIREMENTS RESPONSE

Addendum Number One
January 13, 2010

Integrated Behavioral Health Information System

Table of Contents

Instructions
Section I - Referral-In
Section II - Screening
Section III - Authorization
Section IV - Intake
Section V - Service Delivery
Section VI - Billing
Section VII - Closure
Section VIII - Claims
Section IX - Portals

FUNCTIONAL REQUIREMENTS RESPONSE INSTRUCTIONS

Capitalize terms used in this Appendix B.1 without defintion herein shall have all meanings given to such terms in the body of Appendix E (Sample Agreement), Appendix A (Statement of Work) or Appendix F (Glossary).

The Functional requirements set forth in this Appendix B.1 (Functional Requirements Response), for the IBHIS RFP are grouped by functionality and are contained in a Microsoft Excel workbook designed to be a self-scoring matrix. The matrix has been designed to require a single response in the appropriate Response Column A, B, C, D, or E for every numbered requirement within each respective section. Only one entry per numbered requirement is permitted. Proposer shall not place responses in columns that are shaded or unnumbered, alter, insert rows or add data to the matrix.

Complete and submit information as requested for each and every required Section [i.e., Section I (Referral-In), Section II (Screening), Section III (Authorization), Section IV (Intake), Section V (Service Delivery), Section VI (Billing), Section VII (Closure), Section VIII (Claims), and Section IX (Portals)].

[Note: A document substantially similar to this Appendix B.1 shall become Attachment B.1 (Functional Requirements) to Exhibit B (Technical Solution Requirements) of any resultant Agreement.]

IMPORTANT: Proposer must not leave any numbered requirement response column blank within each respective section. Failure to provide a response to any numbered requirement will be deemed "Non-Responsive." Multiple responses to any numbered requirement will also be deemed "Non-Responsive." Responses that are deemed "Non-Responsive" will result in a zero (0) point score or may, in County's sole discretion, result in disqualification or elimination of the proposal. County in its sole discretion may elect to adjust Proposer's scores where discrepancies between Proposer's comments and score exist.

For each numbered requirement, place a number one (1) in only one of Response Column A, B, C, D, or E. The definitions of the columns are as follows:

* **A = Currently available**

  The functionality described in the requirement statement is available in the current release of the proposed System Software without modification or the use of Third Party Software.

* **B = Development**

  The functionality described in the requirement statement is not available in the current release of the proposed System Software but is or will be under development and added to the general commercial release and available for Production Use by July 1, 2010.

FUNCTIONAL REQUIREMENTS RESPONSE INSTRUCTIONS

* **C = Available via vendor modification**

The functionality described in the requirement statement requires vendor modification ("Custom Programming Modifications") to the current release of the proposed System Software. No Third Party Software is required to provide the stated functionality.

Proposer must additionally include a corresponding entry in Section III.A (Professional Services: Custom Programming Modifications) of Appendix C (Price and Schedule of Payments) in respect of the applicable Custom Programming Modification, even if the cost is a zero ($0.00) dollar amount, for each requirement with this response.

All software modification services and/or Work associated with a response of C shall be performed as set forth in Appendix A (Statement of Work), and in accordance with Appendix E (Sample Agreement).

* **D = Available using Third Party Software**

Proposer must list the Third Party Software in the Comments column and include corresponding entries in Sections: I.B (System Software: Third Party Software) and III.B (Professional Services: Interfaces) of Appendix C (Price and Schedule of Payments) to include the cost of both the applicable license(s) and any related integration services and/or other Work, even if the cost is a zero ($0.00) dollar amount, for each requirement with this response.

Any related Third Party Software integration services and/or Work associated with a response of D shall be performed as set forth in Appendix A (Statement of Work), and in accordance with Appendix E (Sample Agreement).

* **E = Not available**

The functionality described in the requirement statement is not available in the current release of the proposed System Software and is not targeted to be in general commercial release and available for Production Use by July 1, 2010.

* **Comments**

In addition to listing any applicable Third Party Software, the Comments column can be used to qualify answers or add notes that may further explain how the proposed software achieves the desired functionality.

Functional Requirements Matrix
Section I - Referral-In

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
	Referral-In						
	Contact Management / Call Logging						
1	Ability to log contacts (i.e., incoming telephone calls and walk-in inquiries) and store the information in an on-line database						
2	Provides real-time logging and data collection during contact inquiry						
3	Provides prompting during contact dialogue						
4	Ability to create a user-defined on-line form for capturing contact information						
	Ability to capture and retain the following data fields:						
5	Contact name						
6	Additional identifier						
7	Date of call set by System						
8	Time of call set by System						
9	Telephone number(s)						
10	Language requirement						
11	E-mail address						
12	Referring party						
13	Referring party telephone number						
14	Referring party fax number						
15	Referring party address						
16	Staff member responding is set by System						
17	Type of contact						
18	Notes area						
19	Reason field						
20	User-defined fields						
21	Ability to record client contact information without the requirement of opening a case						
22	Ability to identify and link repeat contacts						
23	Ability to view contact histories						

Functional Requirements Matrix
Section I - Referral-In

Place the number "1" into the appropriate response column:
A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
24	Assigns a unique number to each contact for identification and tracking purposes						
25	Provides decision tree logic based on the type of call or incident for prompting operator						
26	Prompts User to route calls according to user-defined guidelines						
27	Automatically assigns the call to staff for research and resolution (workflow integration)						
28	Automatically escalates calls according to user-defined time and priority criteria						
29	Ability to document contact and disposition						
30	Provides reports on contact statistics						
31	Provides geographical search capability to provider network information						
32	Accesses and / or links to the information and referral database						
33	Provides both inbound and outbound electronic referral capability						
	Referral Management						
34	Ability to record and store name of individual or program referring client into department						
35	Ability to record notes associated with referral sources						
36	Ability to set reminders and triggers for staff based on referral information						
	Community Resource Database						
37	Ability to create and maintain a community resource database used specifically to make referrals						
38	Ability to search database online						
39	Provides for access to community resource database from elsewhere in the System						
40	Provides a community resource database which is separate from the provider database						
	Ability to capture the following data fields:						
41	Name of resource						
42	Address of resource						
43	Telephone number(s) of resource						
44	Fax number of resource						
45	Website of resource						
46	Description of services						

Functional Requirements Matrix
Section I - Referral-In

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

Requirement		A	B	C	D	E	Comments
47	Hours of operation						
48	Contact name (administrative)						
49	Contact telephone number						
50	Contact e-mail address						
51	Resource status (active / inactive)						
52	Date resource record created						
53	Date resource record last updated						
54	User name, date, and time tracking of all updates made to resource record						
55	User-defined fields						

Functional Requirements Matrix
Section II - Screening

Place the number "1" into the appropriate response column:
A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
	Screening / Triage						
	Client Inquiry / Look-up						
56	Provides inquiry or search feature to determine if a client is new to the System						
	Client search features utilize the following techniques to locate existing client records:						
57	Soundex						
58	Other search algorithms						
	Ability to search or inquire for a client by:						
59	Client name						
60	Partial name						
61	Aliases						
62	Date of birth						
63	Social Security number						
64	Internal client ID number						
65	Combinations of the above						
66	Provides probabilistic capabilities on combinations of search criteria						
67	Provides seamless access to client registration if client is not already in the System						
68	Ability to define alert conditions and corresponding messages that will appear when viewing an individual client record						
	Ability to set alerts in the client record for the following conditions:						
69	Missing data elements						
70	Bad debt indicator						
71	Ability to display multiple messages and alerts						
72	Includes message setting and display functionality based on User security levels						
73	Ability to set prompt intervals for message alerts to staff for updating client demographic information						
	Screening / Triage						
74	Ability to create user-defined on-line forms to assist in the determination of which services the client requires						
75	Ability to access historical client demographic and episode data						
76	Ability to add user-defined fields for staff to track screening and triage efforts						

Functional Requirements Matrix
Section II - Screening

Place the number "1" into the appropriate response column:

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Requirement		A	B	C	D	E	Comments
	Wait List Management						
77	Ability to maintain a wait list (e.g., Request for Service Log)						
78	Provides an on-line data entry screen with user-defined fields for wait list						
79	Ability to update wait list information as client circumstances change						
	Ability to generate Request for Service logs (wait lists) containing the following client information:						
80	Date and time of entry						
81	Referral type						
82	Reason for wait list						
83	Priority						
84	Expected appointment date						
85	Program or benefit information						
86	User-defined fields						
87	Ability to generate reports of wait listed clients						
88	Tracks User, time and date of updates to wait list						
89	Ability to set triggers based on date for actions						
	Benefits Establishment						
90	Provides reporting capability to identify clients that may be eligible for Medi-Cal based on multiple criteria						
91	Ability to set reminder ticklers in client record to take follow-up action on or after a certain date						

Functional Requirements Matrix
Section III - Authorization

Place the number "1" into the appropriate response column:
A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
	Authorizations						
	Creation and Receipt of Service Authorizations						
	Ability to create service authorization requests for the following types of services:						
92	Inpatient						
93	Residential						
94	Emergency services						
95	Outpatient services						
96	Wrap around services						
97	Ability to add new types of service authorizations as necessary						
98	Ability to accept, capture, store and generate an ASC X12N 278 - Referral Certification and Authorization transaction						
99	Ability to create authorization requests through a secure web-enabled portal						
100	Automatically detects potential duplicate authorization requests upon entry						
101	Ability to review and override authorization status						
	Processing of Service Authorizations						
102	Ability to create and attach a user-defined status indicator to a service authorization						
103	Ability to approve, deny or defer a service authorization request						
104	Ability to automatically generate Notice of Action letters with user-defined responses						
105	Ability to track Notice of Action letters sent						
106	Ability to track the status of a service authorization request						
107	Provides workflow-related rules to direct the flow of service authorizations						
108	Provides unlimited authorization level notes with date stamp and time stamp						
109	Provides role-based access capability for notes, status determination and opening and closing of service authorization requests						
110	Provides capability to verify authorized services against benefit plan and accumulators before approving						
111	Authorization module interfaces with client master file						
112	Authorization module interfaces with provider master file						
113	Provides automatic verification of client eligibility at time of authorization request entry						
114	Automatically verifies provider contract status at time of authorization request entry						

Functional Requirements Matrix
Section III - Authorization

Place the number "1" into the appropriate response column:

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	Requirement	A	B	C	D	E	Comments
115	Offers different authorization screen formats based on type of service (e.g., inpatient, outpatient)						
	Ability to automatically inactivate authorizations:						
116	After a user-defined period of time without receipt of claims						
117	Upon member termination						
118	When referral provider terminates contract						
	Authorized services can be stipulated by:						
119	Procedure code groupings						
120	HCPCS groupings						
121	ICD-9 or DSM-IV codes						
122	Provider						
123	Provider taxonomy						
124	Place of service						
125	Provides linkage to clinical protocols to review guidelines and alternatives prior to authorizing specific procedures for a given diagnosis or condition						
	Ability to set and track limits on authorization based on any or all of the following data elements:						
126	Number of visits						
127	Units of service						
128	Level of service codes						
129	Date parameters						
130	Cost (dollars)						
131	Interfaces with claims adjudication module to update authorization accumulators						
132	Automatically sets authorization status to closed when all services have been claimed and claims have been adjudicated						
133	Ability to link multiple authorizations for an individual client						

Functional Requirements Matrix
Section III - Authorization

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Requirement		A	B	C	D	E	Comments
	FFS Inpatient Requirements						
134	Ability to generate authorizations and authorization data that meets the State Treatment Authorization Request (TAR) specifications						
135	Ability to submit approved TARs to the State fiscal intermediary electronically						
136	Ability to generate a State TAR Update Transmittal (TUT) form						
137	Sets field indicators for medical necessity reviews and decisions						
138	Ability to enter State TAR appeal level information						
	Reporting						
	Provides reporting capability to capture statistics for:						
139	Submissions						
140	Approvals						
141	Denials						
142	Provider type						
143	Age of Authorization						
144	Other						
	Ability to produce the following reports:						
145	Authorization turnaround reports						
146	Authorization productivity reports by authorizing User						
	Trending of authorizations by:						
147	Referring provider						
148	Referred to provider						
149	Referred to provider specialty						
150	Status (approved / denied / pended)						
151	Combinations of the above						

Functional Requirements Matrix
Section IV - Intake

Place the number "1" into the appropriate response column:
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	Requirement	A	B	C	D	E	Comments
	Intake - Registration, Financial Screening, Eligibility						
	Client Registration - General						
152	Permits a single client record to be used across multiple modules						
153	Provides a Master Patient Index (MPI)						
154	Ability to record a unique client ID number						
155	Ability to generate a unique client ID number						
156	Availability of all client registration data in all modules as needed, without the need for duplicate entry of information						
	Provides on-line, real-time registration feature for gathering and retrieving the following information:						
157	Client information						
158	Financial information						
159	Clinical data information						
160	Includes the ability to upload demographic and financial data						
161	Once entered, all demographic and financial fields can be used on user-defined on-line forms, reports generation and printable documents						
162	Ability to track clients by means of a client status with user-defined levels (e.g., pre-registered, discharged, etc.)						
163	Provides inquiry and search capability with duplicate record checking						
164	Provides cross check of name inquiries to identify alias names						
165	Ability to link family members						
166	Retains history of all changes to each registration field, including User, date and time, previous entry						
167	Utilizes pop up windows or other method to select from pre-defined tables or dictionaries (e.g., dictionary of city names, zip codes, referral sources)						
168	Ability to create user-defined fields						
169	Ability for user-definition of which fields are required for registration process to be complete						

Functional Requirements Matrix
Section IV - Intake

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	Requirement	A	B	C	D	E	Comments
	Includes duplicate record management options:						
170	Merge records						
171	Deactivate records						
172	Reactivate records						
173	Ability to display potential duplicate client records on screen simultaneously for review						
174	Ability to interface with third party Master Patient Index (MPI)						
	Demographic Information						
	Client						
	Ability to collect client demographic data, including:						
175	Client first name, last name, middle name, suffix						
176	Multiple client alias						
177	Client address, city, state, zip code						
178	Client "homeless" indicator						
	Client phone numbers:						
179	Home						
180	Work						
181	Mobile						
182	Other						
183	Client employer name						
184	Client employer address						
185	Multiple client employers						
186	Client e-mail address						
187	Client Social Security number						
188	Client date of birth						
189	Client sex						
190	Client marital status						
191	Client ethnicity						
192	Client primary language						
193	Client referral source (how client was referred)						

Functional Requirements Matrix
Section IV - Intake

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	Requirement	A	B	C	D	E	Comments
194	Client legal status						
195	Ability to assign multiple legal statuses to a single client						
	Ability to record the date of client signature on the following forms:						
196	Consent forms						
197	Client assignment of benefits information						
198	HIPAA notification forms information						
199	Advance Directive indication						
200	Other user-defined forms						
201	Ability to set a date associated with forms as a reminder to take future action						
	Ability to integrate external documents into the clinical record, including:						
202	Scanned documents						
203	Electronically stored documents						
204	Images						
205	Ability to access integrated documents and images from within the client record						
	Collateral Contacts						
206	Ability to record multiple collateral contacts per client						
	Ability to collect demographic data for each collateral contact, including:						
207	Collateral contact first name, last name, middle name, suffix						
208	Collateral contact address, city, state, zip code						
	Collateral contact phone numbers:						
209	Home						
210	Work						
211	Mobile						
212	Other						
213	Collateral contact employer name						
214	Collateral contact employer address						
215	Multiple collateral employers						
216	Collateral contact Social Security number						
217	Collateral contact date of birth						
218	Collateral contact gender						

Functional Requirements Matrix
Section IV - Intake

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	Requirement	A	B	C	D	E	Comments
219	Collateral contact marital status						
220	Collateral contact relationship to client						
221	Client consent to collateral contact receipt of information						
222	Ability to capture effective and termination dates of collateral contact relationship (e.g., LPS conservatorship, Payeeship)						
223	Ability to record other user-defined public agencies involved with the client						
224	Ability to link one collateral contact to multiple clients						
225	Ability to capture effective and termination dates of collateral contact						
226	Retains history or archive of previous collateral contacts associated with a client						
	Insurance						
227	Maintains all current and historic insurance company information, including subscriber and effective dates						
228	Ability to record multiple active insurance carriers with primary, secondary and tertiary notation						
229	Classifies insurance carrier into user-defined financial class categories for billing rules and reporting purposes						
230	Prompts User to obtain preauthorization if required						
	Ability to collect insurance coverage data, including:						
231	Insurance carrier name						
232	Insurance carrier address						
233	Insurance carrier city						
234	Insurance carrier state						
235	Insurance carrier zip code						
236	Insurance carrier phone number						
237	Group name						
238	Group number						
239	Subscriber ID number						
240	Client ID number						
241	Client relationship to subscriber						

Functional Requirements Matrix
Section IV - Intake

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Requirement		A	B	C	D	E	Comments
242	If self, auto-populate with client information						
243	If collateral contact, auto-populate with collateral contact information						
244	Subscriber first name, last name, middle name, suffix						
245	Subscriber address, city, state, zip code						
	Subscriber phone numbers:						
246	Home						
247	Work						
248	Mobile						
249	Other						
250	Subscriber employer name						
251	Subscriber employer address						
252	Subscriber Social Security number						
253	Subscriber date of birth						
254	Subscriber gender						
255	Subscriber marital status						
256	Coverage primary, secondary and tertiary						
257	Coverage effective and termination dates						
	Financial Screening / California UMDAP						
	Provides on-line, real-time financial assessment feature, for gathering and determining financial responsibility, including:						
258	Other Insurance						
259	UMDAP						
260	Provides annual tickler for required UMDAP re-determination						
261	Ability to produce printed forms to be given to clients at the conclusion of the financial assessment process						
	Eligibility and Insurance Verification						
	Eligibility Loading						
262	Ability to load monthly Medi-Cal eligibility file from the state						
263	Updates Medi-Cal eligibility records for all eligible enrollees each month, including all retroactive changes received						

Functional Requirements Matrix
Section IV - Intake

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	Requirement	A	B	C	D	E	Comments
264	Alerts staff of retroactive additions and removals that may have an impact on claims						
265	Maintains eligibility records for all county eligibles in the state monthly download file, not just individuals who are enrolled as clients						
266	Provides eligibility loading, processing and automatic update capabilities for Medicare						
267	Provides eligibility loading, processing and automatic update capabilities for other insurance companies and health plans						
	Eligibility Verification						
268	Provides for eligibility of registered clients to be evaluated against the downloaded eligibility files and updated as necessary based on a matching algorithm						
269	Provides a real-time interface to the Medi-Cal Point of Service MEDS database for viewing a client's current eligibility status for Medi-Cal and other healthcare coverage information						
	Ability to review and update client records for special handling conditions including:						
270	Partial eligibility match requiring investigation						
271	Medi-Cal Share of Cost						
272	State Aid codes						
273	Medicare						
274	Other County responsibility						
275	Ability to record the Medi-Cal Eligibility Verification Code (EVC)						
276	Ability to enter the Medi-Cal Primary Aid Code and County Code						
277	Ability to record a client's Share of Cost obligation and ensure that those services are not billed to Medi-Cal						
278	Ability to clear a client's Share of Cost obligation						
279	Provides an algorithm to identify clients with changes in eligibility status and retroactive billing opportunities						
280	Ability to define multiple pharmacy benefits plans for a client						
	Eligibility Information Access						
281	Provides access to a client's eligibility records from other System modules (e.g., Call Logging, Appointment Scheduling, Registration)						

Functional Requirements Matrix
Section IV - Intake

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Requirement		A	B	C	D	E	Comments
	Initial Assessment						
282	Ability to create user-defined assessment forms						
283	Ability to integrate with third party licensed assessment tools						
	Assessment forms provide:						
284	Free text entry						
285	Point-and-click choice						
286	Drop down menus						
	DSM Assignment						
287	Ability to use of DSM IV codes						
288	Ability to collect Axis I - Axis V data						
289	Ability to record multiple diagnoses by Axis						
290	Ability to designate one diagnosis as 'primary'						
291	Ability to look-up DSM-IV codes by partial description						
292	Ability to use ICD-9 codes						
293	Ability to use ICD-10 codes						
294	Provides a cross-walk table to translate diagnoses from one classification system to another						
295	Ability to enter and track multiple diagnoses						
	Clinician Assignment						
296	Ability to assign and track a case coordinator						
297	Displays the case coordinator in the client's demographic information						
298	Ability to assign only one case coordinator to a client at any given time						
299	Ability to associate a client to a treatment team						
300	Maintains history of case coordinator / case manager / SFPR assignments with effective dates						
301	Ability to associate multiple providers with a single episode of care						
302	Ability to define rules that generate alerts						
303	Ability to associate user-defined alerts to a client record						
304	Ability to notify assigned clinician based upon user-defined alerts						

Functional Requirements Matrix
Section IV - Intake

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Requirement		A	B	C	D	E	Comments
	Medical History						
305	Ability to record client's past medical history						
306	Ability to record client's behavioral health treatment history						
307	Ability to record client's family history						
308	Ability to record client's social history						
	Ability to record client's medication history including:						
309	Prescription Medications						
310	Over the counter medications						
311	Vitamins and herbal supplements						
	Ability to record client's allergy information including:						
312	Medication allergy						
313	Food allergy						
314	Other allergy						
315	Ability to record client's current medical conditions						
	Episode Management						
316	Ability to define and track episodes of care for clients						
317	Ability to open and close client episodes as appropriate						
318	Ability to have multiple client episodes open at same time						
	Provides standard statistical reporting on episodes, including:						
	Number of open episodes by:						
319	Provider						
320	Location						
321	Diagnosis						
	Number of episodes opened / closed during a particular period of time by:						
322	Provider						
323	Location						
324	Diagnosis						

Functional Requirements Matrix
Section V - Service Delivery

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	Requirement	A	B	C	D	E	Comments
	Service Delivery						
	Appointment Scheduling						
325	Provides on-line scheduling of appointments for client services						
	Ability to enter the following information in the appointment screen:						
326	Client name						
327	Client phone number						
328	Presenting problem						
329	Symptoms						
330	Referral source						
331	Authorization number						
332	Comments (e.g., symptoms, pre-medication advisory, language needs)						
333	Ability to schedule recurring services for a client with one entry (e.g., bi-monthly for three months)						
334	Ability to schedule clinicians, therapists and other direct service providers						
335	Ability to schedule sites						
336	Ability to schedule equipment						
337	Ability to schedule out of the office activities						
338	Ability to create appointment templates by individual clinicians or resource						
339	Provides on-line graphic displays of schedules and available slots						
340	Ability to display more than one day's schedule at a time						
341	Ability to schedule add-in clients (i.e., add a client to schedule without a time slot)						
342	Ability to schedule more than one client at a time (i.e., dual or group sessions)						
343	Ability to double-book clients						
344	Ability to double-book clinicians staff and resources						
345	Displays a pop-up calendar on demand						
346	Automatically records identity of User entering appointment information						
347	Ability to schedule new clients with incomplete client demographic information						

Functional Requirements Matrix
Section V - Service Delivery

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Requirement		A	B	C	D	E	Comments
	Ability to automatically find available appointment slot for a client in the following ways:						
348	Next available slot						
349	By day of week						
350	By time of day						
351	By length of appointment						
352	By clinician						
353	By type of appointment						
354	By office or location						
355	Ability to add an appointment						
356	Ability to cancel an appointment						
357	Ability to change an appointment						
358	Ability to reschedule appointments without having to re-enter data						
359	Ability to reschedule bumped clients						
360	Tracks and manages schedule changes (e.g., bumped clients, cancellations, no-shows)						
361	Ability to reassign (e.g., move) appointments to another clinician						
362	Ability to schedule multiple services for a client to be performed at multiple sites						
363	Ability to schedule two or more resources simultaneously						
364	Ability to perform wave scheduling (i.e., set up appointments by type in time slots)						
365	Ability to schedule blocks of time for specific procedures or services						
366	Ability to schedule blocks of times for clinicians						
	Prints daily appointment list containing:						
367	Appointment information						
368	Client account status						
369	Client notes						

Functional Requirements Matrix
Section V - Service Delivery

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	Requirement	A	B	C	D	E	Comments
	Ability to generate appointment lists in the following ways:						
370	By clinician						
371	By office or location						
372	By type of appointment						
373	For current day						
374	By date and time						
375	By date range						
376	By equipment, resource type, or both						
377	Ability to generate confirmation lists for staff to call and confirm the appointment on the business day prior to the appointment						
378	Generates a list of appointments for chart pulling on demand						
379	Ability to generate route slips						
380	Ability to generate encounter forms						
381	Ability to generate fee slips						
382	Ability to generate client recall notices						
383	Ability to print recall lists						
	Ability to generate the following reports:						
384	Cancellations						
385	No-shows						
386	Appointments kept						
387	Missing charges						
	Appointment Check-In						
388	Ability to indicate a client has appeared for their appointment						
389	Ability to automatically notify clinician that client has checked-in for their appointment						
390	Ability to indicate that a client was a "walk-in"						
391	Assigns a tracking number for all clients appearing, including walk-ins						
392	Ability to reconcile check-ins with service capture and charge entry						
393	Ability to monitor clients within clinic after check in						

Functional Requirements Matrix
Section V - Service Delivery

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E=Not available

Requirement		A	B	C	D	E	Comments
	Workflow Support						
394	Provides each clinician with display and printed listing of his or her clients that are active and open						
395	Provides tools for planning and organizing the clinicians' work						
396	Provides a summary level user-defined screen (e.g., in-box or dashboard) which can be customized by the clinician to assist with workflow organization						
397	Provides on-line authorized access to a client's historical clinical data including past diagnoses, treatment plans, services and medications						
398	Ability to create multiple views of clinical history						
399	Ability to "flip through" the client data in a manner similar to reviewing a paper chart						
400	Ability to define program or pharmacy benefit plan eligibility based on financial, client and utilization criteria						
401	Ability to flag a provider when a client meets program or pharmacy benefit plan eligibility criteria						
	Service Documentation						
	General Documentation						
402	Provides on-line charting and documentation						
	Provides multiple types of service documentation, including:						
403	Pre-defined treatment plans						
404	Online progress notes						
	Provides multiple methods of service documentation:						
405	Free text entry						
406	Spell check functionality						
407	Drop down menus						
408	Point-and-click selection						
409	Ability to record notes by speaking through voice recognition software						
410	Special services						

Functional Requirements Matrix
Section V - Service Delivery

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	Requirement	A	B	C	D	E	Comments
411	Provides spell-check of service documentation notes						
412	Ability to record treatment goals						
413	Ability to track progress against treatment goals						
414	Links progress notes to treatment plan and goals in treatment plan						
415	Prompts provider to complete documentation pertinent to a particular condition or program						
416	Includes clinical database of evidence-based practice guidelines						
417	Ability to establish user-defined evidence-based practice guidelines						
418	Includes the ability to document and trend quantitative test results						
419	Documentation of client service automatically drives service capture or transactions						
	Includes electronic signature capability, including the following:						
420	Provides for electronic provider signature						
421	Allows multiple providers to sign a single record						
422	Permits electronic co-signatures						
423	Locks the record from editing once signed						
424	Ability to amend documentation after signing and locking						
425	Provides on-line prompts where signatures or co-signatures are required in the completion of medical records documentation to avoid charting deficiencies						
426	Provides authorization hierarchy for sign-off						
427	Records User, date and time of each modification (e.g., update, change, deletion) to the clinical record						
428	Ability to sort progress notes for viewing in chronological or reverse chronological order by encounter date						
429	Ability to sort progress notes for viewing by type of service						
	Client Care / Coordination Plan						
	Provides user-defined treatment plan and crisis management plan templates customizable by multiple variables including:						
430	Location						
431	Program						
432	Target population						
433	Ability to develop treatment plan libraries						
434	Ability to print treatment plan for client review and signature						

Functional Requirements Matrix
Section V - Service Delivery

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Requirement		A	B	C	D	E	Comments
	Special Services						
	Group Services						
435	Provides management of group services						
436	Ability to add and delete clients from groups						
437	Provides single screen documentation and service entry for entire group						
438	Provides independent recording of therapist and co-therapist time						
	Mobile Operations						
439	Ability to remotely access the System via mobile devices (e.g., laptops, PDAs, tablets)						
440	Ability to perform client inquiry or search from remote locations (e.g., outside of the office)						
441	Ability to access client records from remote location						
442	Ability to access personal work queues from remote location						
443	Ability to document services from remote location						
	Case Management						
	Ability for staff to update parts of the client record including:						
444	Medical history						
445	Medication history						
446	Educational history						
447	Socialization progress						
448	Vocational history						
449	Rehab history						
450	Community service activity						
451	Ability to create rules to identify when case management services are billable vs. non-billable						
	Client Linkage Activities						
452	Provides tools to document and track all client referrals in and out of the clinic, department or program						

Functional Requirements Matrix
Section V - Service Delivery

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Requirement		A	B	C	D	E	Comments
	Order Entry						
	Laboratory						
453	Provides for on-line order entry for laboratory tests						
454	Ability to upload lab order results from a HIPAA compliant laboratory system						
455	Ability to print laboratory orders						
456	Ability to transmit a HIPAA compliant electronic laboratory order						
457	Ability to schedule lab draws done on-site						
458	Ability to send lab results electronically to provider in-box for review						
459	Alerts staff when lab results are outside of normal limits						
460	Stores and provides authorized on-line access to historical lab results						
	Medication Management						
	Provides for on-line order entry for pharmacy requests, with options to:						
461	Record a pharmacy order to the client's medical record						
462	Print a prescription from the client's medical record						
463	Captures client medication allergy data						
464	Includes presentation of client medication allergy information to providers						
465	Displays and captures client food and herbal allergy information to providers						
466	Pharmacy orders remain "open" until filled notification received						
467	Adds the pharmacy prescription number to medical history						
468	Ability to document dispensed sample medications						
	Provides a comprehensive medication history including the following information:						
469	Medication order added to medication history						
470	Medication history updated upon filled notification						
471	Generates client consent forms by medication						
472	Associate signed medication consent forms with applicable prescriptions						
473	Display indicator that there is a signed consent form with applicable prescription						
	Ability to print medication instruction sheet for client including the following items:						
474	Dosage						
475	Administration instructions						
476	Description of medication						
477	Side effects						
478	Adverse reactions						
479	Provides alerts to providers if lab testing is recommended						

Functional Requirements Matrix
Section V - Service Delivery

Place the number "1" into the appropriate response column:
A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

Requirement		A	B	C	D	E	Comments
	Medication Reporting						
480	Ability to create user-defined reports						
	Includes the following standard reports:						
481	List of clients with prescriptions expiring						
482	List of clients currently or previously on a particular medication(s)						
	Reports, by time period, of prescribed medications by:						
483	Prescriber						
484	Clinic						
485	Medication requested						
486	Medication dispensed						
487	Dispenser of medication						
488	Client						
489	Diagnosis						
	Medical Record Management						
490	Ability to define one or more reports as the formal health record for disclosure purposes						
491	Ability to generate hardcopy print of all or part of the medical record						
492	Ability to generate electronic copies of all or part of the medical record						
493	Maintains administrative files that catalog requests and release of medical record information						
494	Maintains administrative files that catalog receipt of and information released via subpoena						
495	Maintains administrative files that catalog medical record information requested and released in cases involving litigation						
496	Automatically track billing and payment information related to medical record correspondence						
	Quality Management / Reporting						
497	Ability to create user-defined outcome measures						
498	Ability to generate outcome measure reports						
499	Provides client, service, and outcome measure reporting based on SDMH MHSA CSS requirements						
500	Ability to generate staffing level reports by facility						
501	Ability to generate caseload reports by clinician						
502	Ability to generate caseload reports by facility or site						

Functional Requirements Matrix
Section VI - Billing

Place the number "1" into the appropriate response column:
A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
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	Requirement	A	B	C	D	E	Comments
Billing							
	Billing - General						
503	Provides multi-site billing with centralized billing office model						
504	Provides multi-site billing with de-centralized billing office model						
505	Integrates or interfaces with registration, appointment scheduling, clinical EHR, authorizations, and eligibility components						
506	Ability to use multiple fee schedules in billing process						
507	Provides fee schedule update capability at the individual fee code level						
508	Provides global update of fee schedules						
	Ability to upload reference tables, including:						
509	CPT-4						
510	CPT-4 Modifiers						
511	DSM-IV						
512	ICD-9						
513	HCPCS						
514	Revenue codes						
515	Place of service codes						
516	Ability to manually modify reference tables						
517	Ability to establish User defined billing rules						
518	Ability to bill using sliding fee schedules						
519	Incorporates Medi-Cal regulations into billing Component						
520	Tracks Medi-Cal Share of Cost history						
521	Provides annual liability calculations and tracks limits						
522	Incorporates Medicare regulations into billing Component						
523	Tracks User, date and time of any additions, changes or deletions of billing related transactions						
	Ability to manage multiple reimbursement methodologies, including:						
524	Fee-for-Service						
525	Case rates						
526	Per diem						

Functional Requirements Matrix
Section VI - Billing

Place the number "1" into the appropriate response column:
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Requirement		A	B	C	D	E	Comments
527	Capitation						
528	Fixed rates						
529	Grant-in-aid						
530	Bundling and unbundling of service codes by payer						
531	Self-pay						
532	Sliding fee schedule						
533	Handles sequential billing of payers, ensuring that the sequence is based on coverage the client has and the services that are covered by the plans						
534	Ability to bill for a single client who has multiple distinct episodes						
535	Ability to bill multiple clients to a single guarantor						
	Service Entry / Charge Capture						
536	Provides manual, batch-based charge entry with drop down menus						
537	Ability to bill administrative and educational services that are not related to a specific client						
538	Ability to record and bill Medi-Cal Administrative Activities (MAA)						
539	Ability to record and bill Medi-Cal Quality Assurance activities (QA)						
540	Ability to record and bill Community Outreach Services (COS)						
541	Generate services and charges based on progress note documentation						
542	Offers coding assistance to providers based on client record documentation						
543	Links appointment tracking number to charges for reconciliation purposes						
544	Ability to edit charges						
545	Ability to record Medi-Cal Share of Cost obligation						
	Charge Generation						
	Ability to calculate charges based on:						
546	Time or duration of service						
547	Units of service by service codes						
548	Incident-to services						
549	Ability to split charges or prorate charges amongst clinicians						
	Group Services						
550	Calculates fees for group service billing						

Functional Requirements Matrix
Section VI - Billing

Place the number "1" into the appropriate response column:
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Requirement		A	B	C	D	E	Comments
	Charge Review						
551	Provides a review stage and release option						
	Provides automatic billing edits to validate:						
552	Clinician credentials appropriate to service rendered						
553	Clinician certification is appropriate to payer						
554	Checks time durations for validity						
555	Checks service location appropriate to service rendered						
556	Detects duplicate service entry						
	Bill Submission / HIPAA Transactions						
	External payers						
	Ability to print and reprint the following billing forms:						
557	UB-04						
558	CMS 1500 (08 / 05)						
559	Provides electronic submission of claims in the ASC X12N 837I and 837P transaction formats						
	Provides ability to submit ASC X12N 837I / P to transactions to any of the following:						
560	Claims processing module						
561	External payers						
562	Medi-Cal						
563	Medicare						
564	Ability to generate Medicare crossover billing transactions						
565	Ability to process Medicare crossover billing transactions						
566	Ability to bill services to the last payer to be billed in the sequence other than the client or guarantor						
	Ability to suppress billing of:						
567	Clients						
568	Guarantors						
569	Ability to bill multiple funds for services not covered by other payers						
570	Ability to bill third party insurance carriers						
	Self Pay						

Functional Requirements Matrix
Section VI - Billing

Place the number "1" into the appropriate response column:
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	Requirement	A	B	C	D	E	Comments
571	Ability to apply manual adjustments to outstanding balances						
572	Ability to apply manual adjustments to the annual liability limit						
573	Ability for end-user to apply special user-defined payment arrangements						
	Client Statements						
574	Ability to design custom client statements						
575	Ability to use preprinted client statements						
576	Ability to print client statements on demand						
577	Ability to print client statements in user-defined groupings or cycles						
578	Ability to suppress printing of bill						
579	Ability to create user-defined messages for letter generation						
580	Ability for the User to view the statement in the same format as the client						
581	Ability to reprint previous statements						
	Grant Billing						
582	Ability to setup grants as a funding source						
	Payment / Adjustment / Denial / Refund Application						
583	Ability to receive and process an ASC X12N 835 transaction remittance file from multiple payers						
584	Provides automatic, line item posting of payments, adjustments and denials based on ASC X12N 835 remittance file						
585	Ability to manually post payments, adjustments and denials to a line item						
586	Provides automatic batch posting of payments						
	Provides time of service posting of:						
587	Co-payments						
588	Share of Cost payments						
589	Annual liability payments						
590	Balance due payments						
591	Generates cash deposit reports for cash drawer reconciliation						
592	Automatically transfers balances from one payer to the next						
593	Automatically generates bill to next payer once payment is posted						
594	Provides refund management for overpaid claims or claims paid in error						

Functional Requirements Matrix
Section VI - Billing

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Requirement		A	B	C	D	E	Comments
	Accounts Receivable / Collections Management						
595	Shows client transaction register real-time, on-line						
	Ability to view the client transaction register with multiple filtering options, including:						
596	By date						
597	By provider						
598	By location						
599	Ability to transmit account data to outside collection agency						
	Reporting						
600	Tracks missing charges by comparing appointments to charges						
	Provides detailed and summary level accounts receivable aging reports sorted by:						
601	Payer						
602	Provider						
603	Provides detailed and summary level aged credit balance reports						
604	Provides management reports						
605	Provides reports of charges						
606	Provides reports of payments						
607	Provides reports of adjustments						
608	Provides reports of denials						
609	Ability to define report layouts and choose fields						
610	Ability to generate Medi-Cal cost report						
611	Ability to generate Medicare cost report						
612	Provides a report writer tool allowing the User to generate customized reports						

Functional Requirements Matrix
Section VII - Closure

Place the number "1" into the appropriate response column:
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E=Not available

	Requirement	A	B	C	D	E	Comments
	Closure						
	Discharge Planning and Management						
	Ability to create a client discharge summary containing the following data elements:						
613	Admission date						
614	Discharge date						
615	Reason for admission or presenting information						
616	Services received						
617	Client response to services or treatments						
618	Provides for collection of Axis I - Axis V DSM IV Diagnosis data						
619	Multiple diagnoses by Axis						
620	Designation of one diagnosis as "primary"						
621	Medications prescribed						
622	Disposition and recommendations						
623	Additional user-defined fields						
	Provides reporting on episode closures that includes the following data fields:						
624	Client name						
625	Discharge date						
626	Referral out code						
627	Referring provider						
628	Legal status						
629	Diagnoses						
630	Additional user-defined fields						
631	Ability to re-open a closed episode when client returns for services						
632	Ability to modify a discharge date						
	Provides user-defined fields to enter clinical review notes on discharge summary including:						
633	Continued treatment needs						
634	Educational needs						
635	Supervision needs						
636	Progress notes						

Functional Requirements Matrix
Section VII - Closure

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Requirement		A	B	C	D	E	Comments
637	Medications						
	Provides reporting capability to capture:						
638	Open episodes without service activities for 60, 90, 120 days						
639	Open client records without service activities for user-defined period of time						
640	Closed episodes with referral out						
641	Closed episodes with no referral to external entity						
642	Ability to write free text notes						
	Tracks notes linked to each client episode by a system supplied audit trail that includes:						
643	User name						
644	Date						
645	Time						
	Referral Out Tracking						
646	Ability to generate a referral form to link clients to approved treatment, recovery, and aftercare support services						
647	Ability to define standard reasons for referral for use on referral form						
648	Ability to record multiple referrals per client						
	Ability to capture all of the following data elements related to referring a client to another provider:						
649	Agency						
650	Program						
651	Contact person						
652	Client name						
653	Client ID						
654	Admit date						
655	Referral date						
656	User-defined reasons for referral						
657	Transfer from						
658	Transfer to						
659	Aftercare arrangements notes						
660	User-defined fields						

Functional Requirements Matrix
Section VII - Closure

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	Requirement	A	B	C	D	E	Comments
661	Ability to set alerts, triggers, or reports at the client record level for periodic follow-up on progress and treatment coordination						
	Record Retention						
662	Ability to archive client records and maintain files within a user-defined period						
663	Ability to print selected portions of client record upon request						
664	Ability to record and track client record requests						
	Ability to extract archived files upon demand by:						
665	Year						
666	Client						
667	Provider						
668	Date range						
	Episode Closure / Record Closure						
669	Ability to close client episodes						
670	Ability to note reason for closure through user-defined codes and descriptions						
671	Automatic notification of episode closure to Case Manager or Case Coordinator						

Functional Requirements Matrix
Section VIII - Claims

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	Requirement	A	B	C	D	E	Comments
	Claims Administration						
	Claim Structure						
	Ability to use and validate HIPAA compliant code sets, including:						
672	CPT-4						
673	CPT-4 Modifiers						
674	DSM-IV						
675	ICD-9						
676	HCPCS						
677	Revenue codes						
678	Place of service codes						
679	NDC						
680	Ability to maintain the procedure code master file including modifiers and descriptions						
681	Ability to maintain the diagnosis code master file including descriptions						
682	Ability to maintain code history in order to adjudicate claims and adjustments with service dates prior to code updates						
683	Ability to receive and process provider submitted ASC X12N 837 - Health Claims or Equivalent Encounter Information						
684	Ability to manually enter CMS-1500 claims						
685	Ability to manually enter UB-04 claims						
686	Provides a data structure with standard claim fields that allows for electronic receipt and upload of ASC X12N 837 format						
687	Provides separate modules for institutional and professional claims with screen formats that capture all data elements from the CMS-1500 and UB-04						
688	Ability to receive and process the UB-04 format						
689	Ability to perform on-line adjudication						
690	Provides automatic assignment of claim unique number and retains that number until adjudication process is completed						
691	Ability to track and match internal claim numbers with Medi-Cal claim numbers when 835 file is received from the State						
692	Ability to submit Medi-Cal claims real-time to the SDMH						
	Ability to create, configure and maintain the following:						
693	Claims adjudication rules						
694	Claims edits						

Functional Requirements Matrix
Section VIII - Claims

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Requirement		A	B	C	D	E	Comments
695	Provider contract specific edits						
696	Fee schedules						
697	Remittance Advice remark codes						
698	Claims adjustment reason codes and descriptions						
699	Claims denial codes and descriptions						
700	Claims suspend codes and descriptions						
701	Claims payment disposition codes and descriptions						
702	Ability to configure and maintain benefit tables						
703	Ability to use a group or vendor ID						
704	Ability to use the National Provider Identifier (NPI)						
705	Interfaces with the Eligibility module to verify client eligibility						
706	Eligibility data contains start and end dates for current and historical eligibility						
707	Interfaces with the Authorization module during claims processing						
	Provides logic to automatically match claim to open authorization based on:						
708	Procedure codes within a designated range of authorized procedures						
709	Down-coded or up-coded procedures						
710	Provider practicing within the same group as the authorized provider or under the same vendor ID						
711	Client name						
712	Client ID						
713	Type of service						
714	Date of service						
715	Interfaces with Provider modules and allows claims examiners to look-up provider information						
716	Provides automatic pricing of claim based on the provider's contracted fee schedule						
717	Provides logic to detect user-defined timely filing limits based on service date and claim receipt date						
718	Provides logic to detect Medi-Cal and SDMH allowable late codes and adjudicate the claim appropriately						
719	Ability to create user-defined rules for determining whether provider payment for unauthorized services will be pended or paid						
720	Maintains complete history of all changes to claims						

Functional Requirements Matrix
Section VIII - Claims

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Requirement		A	B	C	D	E	Comments
	Provides access to the following additional information from the claims screen during adjudication without losing data entered:						
721	Client eligibility						
722	Provider contract, affiliation and pricing						
723	Procedure auto-coding tools						
724	Diagnosis auto-coding tools						
725	Authorizations						
726	Claims history						
727	Claims history notes						
728	Ability to enter free text claim notes						
	Tracks claim notes linked to each individual claim by:						
729	User name						
730	Date						
731	Time						
732	Ability to initiate global change of claims when benefit plan changes are made						
733	Ability to update funding sources on a claim without resubmitting to a payor						
	Pricing						
734	Ability to use multiple contractor agreements						
735	Provides logic to price claims with services funded by multiple payers and differing benefit designs						
	Ability to price claims using multiple payers for a client and the ability to track for each payer:						
736	Benefit limits						
737	Deductibles						
738	Co-pay						
739	Co-insurance						
740	Ability to track covered and non-covered services						
	Ability to price claims using multiple provider reimbursement rate methodologies including:						
741	Fee-for-Service						
742	Case rates						
743	Per diem						
744	Capitation						

Functional Requirements Matrix
Section VIII - Claims

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Requirement		A	B	C	D	E	Comments
745	Fixed rates						
746	Grant-in-aid						
747	Bundling and unbundling of service codes by payer						
748	Self-pay						
749	Sliding fee schedule						
750	Ability to price claims using multiple fee schedules by payer, including state-specific fee schedules						
751	Ability to price claims according to one-time negotiated fee arrangements						
	Payment and Adjudication						
752	Provides auto-adjudication of claims						
753	Automatically adjudicates claims on a per claim basis						
	Adjudicates claims based on:						
754	User-defined rules						
755	Payer eligibility						
756	Service included within benefit plan						
757	Provider eligibility						
758	Covered diagnoses						
759	Primary payer						
760	Secondary or other subsequent payer						
761	Other user-defined fund source rules						
762	Ability to initiate provisional payments for claims						
763	Calculates payment based on credit or debit balances						
764	Provides accounts payable function						
765	Maintains individual accounts for each provider						
766	Ability to link multiple facilities to a single administrative entity for payment						
767	Maintains transaction history of provider payment activity						
768	Provides accounts receivable function						
769	Ability to reconcile payments to receivables						
770	Ability to post cost settlement actions to provider balances						
771	Ability to apply refund checks to provider accounts						
772	Provides line item adjudication with whole claim pricing						
773	Ability to enter payment and denial information from Coordination of Benefits (COB) payers where the County is not the primary payer						

Functional Requirements Matrix
Section VIII - Claims

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Requirement		A	B	C	D	E	Comments
774	Provides logic to require COB information prior to County payment of secondary or tertiary benefits						
	Provides complete COB adjudication including:						
775	Ability to price at a secondary and tertiary level						
776	Ability to process claims attachments						
777	Provides direct interaction with the authorization management module to limit claims payment						
778	Ability to configure claims to pend for review based on user-defined criteria						
779	Ability to set a provider contract maximum limit for each funding source						
780	Ability to edit against provider contract maximum amounts by funding source						
	Sets claims to "deny" status when:						
781	Authorization is required and a matching authorization cannot be found						
782	Client is not found in eligibility files						
783	Provider is not certified to perform service						
784	Provider is not found						
785	Provider contract maximum amount is exceeded						
786	Claim does not meet user-defined timely submission criteria						
787	Funding source amount is exceeded						
	Provides auto-population and manual entry of the following information on a claim:						
788	Co-payments						
789	Deductibles						
790	Out-of-pocket maximums						
791	Share of Cost						
792	Annual liability						
793	Co-insurance						
794	Detects duplicate claims or possible duplicate claims						
795	Ability to flag claims as duplicates or possible duplicates						
	Ability to track service limits for each type of authorization including:						
796	Number of visits or days						
797	Number of client service hours						
798	Number of clinician service hours						
799	Number of days or weeks						
800	Specific service codes						

Functional Requirements Matrix
Section VIII - Claims

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Requirement		A	B	C	D	E	Comments
801	Service codes clusters						
802	Specific dollar limits						
803	Ability to automatically generate reminders to service providers when authorization limits have been reached or nearly reached						
804	Calculates interest based on user-defined parameters						
805	Calculates interest based on provider contract stipulations						
806	Ability to track provider claims appeals and denials from inception to resolution						
807	Provides individual work queues for claims processors and examiners						
808	Automatically routes claims to queues to the appropriate level of examiner						
809	Ability for staff to route claims to a specific work queue						
810	Permits claims overrides based on security levels and fields						
811	Applies Medi-Cal lock-out rules when adjudicating claims						
	Adjustment Processing						
812	Links adjustments (e.g., voids and additional payments) of claims to original claim						
813	Ability to adjudicate adjustment claims						
814	Ability to void claims						
815	Ability to suspend certain lines within a claim for research or additional documentation						
816	Ability to produce refunds to clients						
817	Ability to apply adjustments to provider credit and debit balances						
818	Maintains original claim number in subsequent claims (e.g., adjustments and voids)						
819	Provides real-time on-line correction process for pending claims						
	Auditing and Validation						
820	Provides a batch control system to ensure all claims received are processed						
821	Validates each service performed by an identified staff person						
822	Checks services to determine valid time durations and location of service						
823	Checks services for duplicate service entry checks, with error notification at time of data entry						
	Provides the following random sampling approaches for auditing:						
824	Percentage of claims						
825	By provider						
826	By client						
827	By examiner						
828	By status (e.g., processed, pended, adjudicated, paid)						

Functional Requirements Matrix
Section VIII - Claims

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Requirement		A	B	C	D	E	Comments
829	By dollar thresholds						
830	By specified date						
831	Provides flagging of claims by category for mandatory auditing						
832	Flags audited claims to avoid inclusion in subsequent audits						
833	Provides audit sampling for both prepayment and post payment timeframes						
	Reporting						
	Provides appropriate operations reports to support claims receipt and processing including:						
834	Pre-adjudicated batch reports						
835	Exception reports						
836	Claims ready for payment reports						
837	Claims aging reports						
838	Denied claims reports						
839	Pending claims reports						
840	Claims inventory report						
841	Account balance reports						
842	Ability to create user-defined reports						
843	Generates electronic and hard copy reports using the ASC X12N 835 - Healthcare Payment and Remittance Advice format						
844	Ability to create or suppress an Explanation of Benefits (EOB) / remittance advice based on user-defined criteria						
845	Ability to regenerate an EOB / Remittance Advice on demand						
846	Ability to print informational messages on EOB / Remittance Advice						
	Provides claims inquiry by:						
847	Provider, provider group or vendor ID						
848	Place of service						
849	Provider type						
850	Client, using all client search criteria						
851	Date of service or range of dates						
852	Date of receipt or range of dates						
853	Date of payment or range of dates						
854	Procedure						
855	Diagnosis						

Functional Requirements Matrix
Section VIII - Claims

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Requirement		A	B	C	D	E	Comments
856	Claims status (e.g., paid, pended, denied)						
857	NPI						
858	Combination of any of the above						
859	Provides reports of provider account balances						
860	Provides account receivable reports						
861	Provides account payables reports						
	Fee Schedule Maintenance						
862	Ability to manually update fee schedules						
863	Ability to maintain multiple fee schedules with start and end dates and retain history						
864	Retains historic fee schedules						
865	Applies appropriate fee schedule rates based on dates of service and fee schedule date during claims adjudication						
	Provider Data						
	Provider file contains the following key data elements:						
866	Unique provider ID						
867	Provider name						
868	National Provider Identifier (NPI)						
869	Provider IDs for all clinicians performing services at site						
870	Professional license number						
871	Driver's license number						
872	DEA Number						
873	Multiple provider addresses						
874	Status indicator						
875	Contract rates						
876	Contract maximums						
877	Funding source maximums						
878	Provider type						
879	Provider specialty						
880	Provider status						
881	Multiple provider site information						
882	Credentialing indicator						
883	Contact names						
884	User-defined fields						

Functional Requirements Matrix
Section VIII - Claims

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Requirement		A	B	C	D	E	Comments
885	Languages spoken						
886	Effective dates						
887	Certification indicators						
888	Certification dates						
889	Ability to inactivate providers and vendors						
890	Ability to retain inactive provider and vendor data						
	Ability to search provider file by:						
891	Provider ID						
892	Provider name						
893	Provider type						
894	Provider specialty						
895	Provider status						
896	NPI						
897	Ability to place a payment hold on providers and vendors						
898	Ability to update provider information						
899	Ability to add out of network providers						
900	Ability to print provider directory						
901	Ability to reactivate providers						
902	Ability to add providers manually						
903	Ability to upload provider data from external sources						
904	Ability to extract provider data to file						
905	Ability to store multiple contract rates for a single provider						
906	Ability to maintain historical contract rate information						
907	Ability to generate reports from the provider file						
908	Ability to detect potential duplicate provider file records						

Functional Requirements Matrix
Section IX - Portals

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
	Portals						
909	Provides a secure web-enabled provider portal						
910	Tracks all activity of individuals accessing data through the provider portal						
911	Ability to create user-defined screens for use in the provider portal						
912	Provides a secure web-enabled client portal						
913	Tracks all activity of individuals accessing data through the client portal						
914	Ability to create user-defined screens for use in the client portal						

Proposer's Name: _____

RFP No: DMH-1109B2

APPENDIX B.2

TECHNICAL REQUIREMENTS RESPONSE

Addendum Number One
January 13, 2010

Integrated Behavioral Health Information System

Table of Contents

Instructions
Section I - System Architecture
Section II - Database
Section III - Reporting
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TECHNICAL REQUIREMENTS RESPONSE INSTRUCTIONS

Capitalized terms used in this Appendix B.2 without definition herein shall have the meanings given to such terms in the body of Appendix E (Sample Agreement), Appendix A (Statement of Work) or Appendix F (Glossary).

The Technical requirements set forth in this Appendix B.2 (Technical Requirements Response), for the IBHIS RFP are contained in a Microsoft Excel workbook designed to be self-scoring matrix. The matrix has been designed to require a single response in the appropriate Response Column A, B, C, D, or E for every numbered requirement within each respective section. Only one entry per numbered requirement is permitted. Proposer shall not place responses in columns that are shaded or unnumbered, alter, insert rows or add data to the matrix.

Complete and submit information as requested for each and every required Section [i.e., Section I (System Architecture), Section II (Database), Section III (Reporting), Section IV (Security), Section V (EDI), Section VI (Ease of Use), Section VII (System Reliability), Section VIII (Production Control), Section IX (Other Environments), Section X (System Standards), and Section XI (Interfaces)].

[Note: A document substantially similar to this Appendix B.2 shall become Attachment B.2 (Technical Requirements) to Exhibit B (Technical Solution Requirements) of any resultant Agreement.]

IMPORTANT: Proposer must not leave any numbered requirement response column blank within each respective section. Failure to provide a response to any numbered requirement will be deemed "Non-Responsive." Multiple responses to any numbered requirement will also be deemed "Non-Responsive." Responses that are deemed "Non-Responsive" will result in a zero (0) point score or may, in County's sole discretion, result in disqualification or elimination of the proposal. County in its sole discretion may elect to adjust Proposer's score where discrepancies between Proposer's comments and score exist.

For each numbered requirement, place a number one (1) in only one of Response Column A, B, C, D, or E. The definitions of the columns are as follows:

* **A = Currently available**

  The functionality described in the requirement statement is available in the current release of the proposed System Software without modification or the use of Third Party Software.

* **B = Development**

  The functionality described in the requirement statement is not available in the current release of the proposed System Software but is or will be under development and added to the general commercial release and available for Production Use by July 1, 2010.

* **C = Available via vendor modification**

  The functionality described in the requirement statement requires vendor modification ("Custom Programming Modifications") to the current release of the proposed System Software. No Third Party Software is required to provide the stated functionality.

TECHNICAL REQUIREMENTS RESPONSE INSTRUCTIONS

Proposer must additionally include a corresponding entry in Section III.A (Professional Services: Custom Programming Modifications) of Appendix C (Price and Schedule of Payments) in respect of the applicable Custom Programming Modification, even if the cost is a zero ($0.00) dollar amount, for each requirement with this response.

All software modification services and/or Work associated with a response of C shall be performed as set forth in Appendix A (Statement of Work), and in accordance with Appendix E (Sample Agreement).

* **D = Available using Third Party Software**

The functionality described in the requirement statement requires the licensing, installation, and integration of Third Party Software with existing proposed System Software.

Proposer must list the Third Party Software in the Comments column and include corresponding entries in Sections I.B (System Software: Third Party Software) and III.B (Professional Services: Interfaces) of Appendix C (Price and Schedule of Payments) to include the cost of both the applicable license(s) and any related integration services and/or other Work, even if the cost is a zero ($0.00) dollar amount, for each requirement with this response.

Any related Third Party Software integration services and/or Work associated with a response of D shall be performed as set forth in Appendix A (Statement of Work), and in accordance with Appendix E (Sample Agreement).

* **E = Not available**

The functionality described in the requirement statement is not available in the current release of the proposed System Software and is not targeted to be in general commercial release and available for Production Use by July 1, 2010.

* **Comments**

In addition to listing any applicable Third Party Software, the Comments column can be used to qualify answers or add notes that may further explain how the proposed software achieves the desired functionality.

Technical Requirements Response

Section I - System Architecture

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
	System Architecture						
	General						
1	Ability to access all User Components via a web browser						
2	Includes queue management, forms management, and print distribution capabilities						
3	Ability for vendor to securely access the System remotely via direct access through a secure connection over the Internet						
4	Components of the System use IE7 multiple tabs						
	Network						
5	Application can be executed in a Microsoft Terminal Services environment						
6	Application can be executed in a Citrix Client environment						
7	Ability for designated staff to send broadcast messages within the System						
	Application						
8	Provides optical scanning of hardcopy documents and document indexing features						
9	Provides for incorporation and indexing of digital images (e.g., photographs, Electroencephalogram)						
10	Provides for sending and receiving an e-fax directly from the System						
11	System Software is case sensitive						

Technical Requirements Response

Section II - Database

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
	Database						
12	Utilizes Oracle, SQL Server or Caché as the Database Management System (DBMS)						
13	Provides utilities or other tools for administrative Users to evaluate data relationships between tables						
14	Includes Entity Relationship Diagram of logical design available electronically						
15	Includes Entity Relationship Diagram of physical table design (including attributes) available electronically						
16	Includes functional descriptions of stored procedures within the database						
17	Includes an electronic data dictionary						
18	Provides a data dictionary which includes user-defined fields and tables which can be viewed online						
19	Ability to load meta-data into a reporting repository						
20	Provides a normalized data model for processing of data						
21	Provides ad-hoc data access to the production database for trouble-shooting purposes						
22	Ability to create data views						
23	Ability to automatically rollback deadlocked processes						
24	Ability to store data in XML format						
25	Utilizes Structured Query Language						
26	Provides a diagnostic tool or utility to identify contaminated and corrupt files and locate the contamination within the file						
27	Provides a tool or utility to select individual records and execute an update						
28	Provides a tool or utility to select a group of records and execute a mass update						
29	Ability to create forms online						
30	Ability to capture all data elements from online forms						
31	Ability to populate online forms using all data elements						

Technical Requirements Response

Section III - Reporting

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
	Reporting						
	Reporting Repository						
32	Provides a reporting repository that is separate from the production database						
33	Provides a reporting repository that is synchronized to the production database on a predefined schedule						
34	Provides a database to serve as a reporting repository						
35	All data elements in System are available for download to the reporting repository						
36	Captures data from user-defined fields and screens						
	Accesses data within the reporting repository by:						
37	Standard menus and screens						
38	User-defined menus and screens						
39	Standardized reports						
40	Ad-hoc reports						
41	Access to the reporting repository is unaffected by the primary site server(s) (production) and recovery data center site server(s) availability						
42	Ability to extract and download from reporting repository						
43	Includes a Data Extract, Transform, and Load Utility (ETL) to load data from the production database to the reporting repository						
44	Ability to create data marts						
45	Ability to create tables with user-defined elements within the reporting repository						
46	Reporting database resides on its own server						
	Report Writing						
	Provides one integrated report writer tool with access to:						
47	All fields within all Components						
48	All fields, including user-defined fields added to the production database						
49	Provides a report writer tool that is menu driven						
50	Provides a report writer tool for use by Users						
51	Provides help text available within the report writer tool						

Technical Requirements Response

Section III - Reporting

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
52	Ability to write queries and save them						
53	Ability to print reports locally						
	Ability to save reports in the following formats:						
54	Adobe (.pdf)						
55	MS-Excel (.xls)						
56	MS-Word (.doc)						
57	Plain Text						
58	Other						

Technical Requirements Response

Section IV - Security

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

Requirement		A	B	C	D	E	Comments
Security							
	Access Control						
59	Ability to restrict rights, privileges or access at the User and group level						
60	Ability to assign rights, privileges or access to processes for specified tasks						
	Ability to authorize administrators to manage restrictions or privileges associated with Users, groups, and processes including:						
61	Defining levels of access						
62	Assigning levels of access						
63	Modifying a level of access						
64	Removing a level of access						
	Ability to associate permissions with a User using the following access controls:						
65	User-based (i.e., access rights assigned to each User)						
66	Role-based (i.e., Users are grouped and access rights assigned to these groups)						
67	Context-based (i.e., role-based with additional access rights assigned or restricted based on the context of the transactions, such as time-of-day, workstation-location, emergency-mode, etc.)						
68	Assigns record only to designated Users						
69	Makes record inaccessible (e.g., blinds and locks) to non-designated Users						
70	Ability to override restricted assignment and assign to another designated User						
71	Provides notification when Break-the-Glass function is used						
	Ability to limit User functionality based on the following access rights:						
72	Read						
73	Write						
74	Modify						
75	Transmit						
76	Download						
77	Ability to revoke the access privileges of a User without requiring deletion of the user						
78	Integrates with Microsoft Active Directory for authentication						
79	Provides integrated security managed in a central accounts database						
80	Ability to view list of Users logged on to System in real-time						
81	Ability to add user-defined messages to log-on screen						

Technical Requirements Response

Section IV - Security

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

Requirement		A	B	C	D	E	Comments
	Audit Control						
82	Generates an audit record for all activity of a given User (i.e., a trail of all user activity within the System)						
83	Generates an audit record for activity associated with a transaction, from creation to completion, including logging of data additions, changes, and deletions						
84	Ability to record and monitor all accesses of a patient record						
85	Ability to record and monitor all activity of a patient record						
86	Ability to generate an audit record whenever a client record is viewed						
87	Ability to select which transactions to capture						
88	Ability to select data elements captured in audit records						
89	Ability to capture all Users who have used a given function						
90	Ability to capture all Users who have updated a given field						
91	Ability to establish policy-based retention periods for audit information						
	Records within each audit record the following information when it is available:						
92	Date and time of the event						
93	Component of the System (e.g., software, hardware) where the event occurred						
94	User device or peripheral device involved in transactions						
95	Type of transaction						
96	User identity						
97	Outcome (success or failure) of the event						
98	Tracks the before and after record of modified data elements						
99	Ability to log system administrator activity						
100	Ability to restrict system administrator from changing log activity						
	Provides authorized administrators with the capability to read all audit information from the audit records in a human readable format using the following options:						
101	Reports based on ranges of system date and time that audit records were collected						
102	Export logs into text format and correlate records based on time (e.g., UTC synchronization)						
103	Supports time synchronization using Network Time Protocol (NTP) and uses this synchronized time in all security records						

Technical Requirements Response

Section IV - Security

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
104	Supports time synchronization using Simple Network Time Protocol (SNTP), and uses this synchronized time in all security records						
	Secures audit records in the following ways:						
105	Allows read access to authorized Users only						
106	Protects stored audit records from unauthorized deletion						
107	Prevents modifications to the audit records						
	Authentication						
108	Authenticates the User before any access to protected resources (e.g., PHI) is allowed						
109	Authenticates the User before any access from standalone devices (e.g., mobile devices) to protected resources (e.g., PHI) is allowed						
110	Password strength rules mandate a minimum number of characters, required inclusion of alpha-numeric complexity and special characters						
111	Requires the User to change their password on a defined schedule						
112	Ability to prevent further viewing and access to the proposed System upon detection of inactivity that remains in effect until the User reestablishes access						
113	Logs all unsuccessful access attempts to log-in to the System						
114	Ability to lock-out a User due to user account inactivity						
115	Ability to configure the length of time of User account inactivity						
116	Ability to set a maximum number of unsuccessful logon attempts after which User is locked out of the System						
117	Provides an administrative function that resets passwords						
118	Ability for an administrator to delegate authority, by User group, to reset password						
119	Ability for an administrator to delegate authority, by User group, to restore system access of locked out User						
120	Ability to require the password to be changed by a User at the next successful logon						
121	Ability to use case insensitive usernames that contain typeable alpha and numeric characters						

Technical Requirements Response

Section IV - Security

Place the number "1" into the appropriate response column:
A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

Requirement		A	B	C	D	E	Comments
122	Ability for an authenticated User to change their password						
123	Ability to use case sensitive passwords that contain typeable alpha and numeric characters						
124	Stores and transmits passwords in an encrypted format						
125	Prevents the reuse of a configurable number of previously used passwords within a specific configurable timeframe						
126	Ability to configure password constraints to incorporate user-defined criteria						
127	Ability to use the County RSA SecurID token to provide access to the System via the Internet						
	Protection						
128	Provides secure information delivery over the Internet via encryption by using triple-DES (Data Encryption Standard) or the Advanced Encryption Standard (AES)						
129	Encrypted data delivered over the Internet is transmitted via open protocols (e.g., TLS, SSL, IPSsec, XML encryption, S/MIME)						
130	Ability to store information on portable / removable media that has been encrypted with triple-DES or AES algorithms						
131	System provides a web (HTTP) interface and provides an SSL configuration mechanism						
132	Ensures the authenticity of remote nodes (i.e., mutual node authentication) when communicating PHI over the Internet or other known open networks using open protocols (e.g., TLS, SSL, IPSec, XML sig, S / MIME)						
133	Prevents display of passwords while being entered						
	Electronic Signature						
134	Ability to use digital signatures in records and documents within the System						
135	Ability to use digital signatures in records and documents sent to external business partners						
136	Employs non-repudiation techniques in digital signature technology						
	The electronic signature mechanisms is:						
137	Unique to the signer						
138	Capable of being verified						

Technical Requirements Response

Section IV - Security

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

Requirement		A	B	C	D	E	Comments
	The system complies with Certification Commission for Healthcare Information Technology (CCHIT) certification criteria for:						
139	Security: Access Control						
140	Security: Audit						
141	Security: Authentication						

Technical Requirements Response

Section V - EDI

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

Requirement		A	B	C	D	E	Comments
EDI							
	Accepts and transmits information in the following standard formats:						
142	ASC X12N 270 / 271 Eligibility						
143	ASC X12N 276-277 Claim Status						
144	ASC X12N 275 Patient Information / Claims Attachment						
145	ASC X12N 278 Health Care Services Review						
146	ASC X12N 820 Capitation						
147	ASC X12N 834 Benefit / Enrollment / Maintenance						
148	ASC X12N 835 Health Care Claim Payment / Advice						
149	ASC X12N 837 Health Care Claim						
150	ASC X12N 997 Functional Acknowledgment						
151	TA1 Interchange Acknowledgement						
152	NCPDP Telecommunication Standard v5.1						
153	NCPDP Batch Standard v1.1						
154	NCPDP SCRIPT Standard v8.1						
155	NCPDP Formulary and Benefit Standard v1.0						
	Accepts and processes automated information using standard interfaces in secure formats, including:						
156	EDI						
157	Custom XML messages (via HTTP/HTTPS, FTP, SMTP)						
158	Internet direct entry						
	Transmits EDI claims status to providers, including:						
159	Errors requiring resubmission						
160	Resubmission validation						
161	Ability to reject claims received electronically due to missing required fields						
162	Ability to transmit electronic statements to third-party processing agents						
163	Ability to customize EDI components including the addition or removal of elements						
164	Provides data compression for transmitted transactions						

Technical Requirements Response

Section V - EDI

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
	Provides data validation based on:						
165	Data type						
166	Data integrity checks						
167	Comparison edits (e.g., comparison against a table of acceptable values)						
168	User-defined rules						
169	Includes audit mechanism for reconciliation of rows transmitted						
170	Reports all preprocessor errors in an inbound batch at one time						
171	Includes error processing mechanism for import process reconciliation						
	Accepts electronic imports and exports of the following information and reference files:						
172	ICD-9						
173	CPT						
174	HCPCS						
175	NDC codes						
176	Provider data						
177	Pricing and fee tables						
178	Other						
179	Ability to view status of EDI file transfers						
180	Ability to resend EDI file						

Technical Requirements Response

Section VI - Ease of Use

Place the number "1" into the appropriate response column:
A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
	Ease of Use						
	User Customization Options						
181	Ability to define new data elements and incorporate them into the production database, client record, application screen, and reports						
182	Provides for the customization of tables (e.g., procedure code or description)						
183	Ability to customize standard field labels						
184	Provides security controlled access to the customization or definition of tables						
185	Provides for administrative Users to define new screens						
186	Provides for the addition of menu options or menu selections to facilitate access to new user-defined screens						
	Provides the capability to assign default values to screen fields for:						
187	Standard screens						
188	User-defined screens						
189	Ability to establish table edits within user-defined screens						
190	Flags custom programming and prevents over-write during upgrades						
191	Flags custom help text and prevents over-write during upgrades						
192	Provides for user-defined screen literals associated with the data-field						
193	Provides for user-defined screen literals not associated with the data-field						
194	Ability to define the edit rules for a user-defined data element						
195	Provides automatic data formatting as appropriate (e.g., phone number, dates)						
	Documentation						
	On-line Help						
196	Provides on-line context sensitive definitions for menu-screen selections						
197	Provides "pull-down" menus for screen prompting						
198	Provides on-line context sensitive help at the screen level within all Components (i.e., when the User selects "help" from within a screen, the help text is specific for that screen and related topics)						
199	Provides prompting for field level entry						
200	Provides unique identifiers on all screens to assist Help Desk resolve User problems						

Technical Requirements Response

Section VI - Ease of Use

Place the number "1" into the appropriate response column:
A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
201	Provides context sensitive on-line help at the field level for all fields accessible on-line within all Components						
202	Ability to customize help text						
203	Provides technical documentation, within each screen that includes source of all data (i.e., data element name and table or calculation)						
204	Ability to add internal policies and procedures to help text						
205	Provides updates to on-line documentation with each software update						
	User Documentation						
206	Includes a complete on-line copy of the User documentation						
207	Includes context sensitive on-line User documentation and help files						
208	Includes indexed User documentation						
209	Includes on-line User documentation and help files which are searchable based on a topic and/or keyword						
	Technical Documentation						
210	Includes a complete on-line copy of the technical documentation						
211	Includes context sensitive on-line technical documentation and help files						
212	Includes indexed technical documentation						
213	Includes on-line technical documentation and help files which are searchable based on a topic						
214	Includes on-line technical documentation and help files which are searchable based on a keyword						
215	Includes technical documentation on how to add, modify and remove User accounts						
216	Includes technical documentation on how to reset User passwords						
217	Includes technical documentation on how to establish password constraints						
218	Includes technical documentation on how to use and manage audit logs						
219	Provides GUI for System Administration tools						

Technical Requirements Response

Section VII-System Reliability

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
	System Reliability						
	Backups						
220	Provides for fully automated backups of data, security credentials, log and audit files						
221	System restore results in a fully operational and secure state, including application data, security credentials, log and audit files						
222	Performs complete backups of a running System in Production Use without shut down or suspension of operations						
	Availability						
223	Provides User System availability twenty-four (24) hours per day, seven (7) days per week						
224	Includes utilities to help monitor and tune performance						
	Business Continuity						
225	Ability to create synchronized instances of the System at primary and recovery data center sites						
226	Provides high availability capabilities to the recovery data center for Users in the event of a System failure						
227	Provides auto-save function for all User updates						

Technical Requirements Response

Section VIII-Production Control

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
	Production Scheduling and Control						
228	Ability to establish and support job queues, assign priorities, and classes						
229	Provides job scheduling capabilities						
230	Provides event triggered job scheduling						
231	Provides job batch scheduling of multiple processes						
232	Provides System notification to the operator of exceptions including: any communications failure; abnormal job completion; and performance degradation						
233	Ability to print the system log						
234	Interfaces with third party scheduling systems						

Technical Requirements Response

Section IX - Other Environments

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
	Testing, Development and Training Environments						
	Ability to create separate, multiple environments, including:						
235	Production						
236	Test						
237	Development						
238	Training						
239	Others						
240	Includes test transactions, with input, that have been defined and are available for validating the functionality of the System						
241	Ability to use subset copies of the production database for testing, development or training (i.e., database structure intact with a subset of the real data)						
242	Provides testing of configuration changes						
243	Provides testing of control file changes						
244	Ability to create a testing environment that includes all functional components of the production environment						
245	Ability to preserve User profiles when loading a new release to any environment						

Technical Requirements Response

Section X - System Standards

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
	System Standards						
246	Compliant with the security and privacy of health data provisions of the HIPAA Final Security Rules published February 20, 2003						
247	Ability to use XML and EDI formats						
248	Provides data transmission using HL7 protocol version 2.x						
249	Provides data transmission using HL7 protocol version 3.x						
250	Interfaces with Internet Explorer 7.0 or any later version to allow access to the System						
251	Utilizes Security Assertion Markup Language (SAML)						
252	Utilizes Object Linking and Embedding (OLE)						
253	Utilizes Simple Object Access Protocol (SOAP)						
254	Compliant with ODBC						
255	Interfaces with Cognos Business Intelligence products						
256	Compatible with CISCO networking products						
257	Interfaces with Double-Take (produced by NSI Software)						
258	Supports Pointsec 2.0 encryption protocol for secure remote laptop access						
259	Compliant with the security provisions of Title IV – Health Information Technology for Economic and Clinical Health (HITECH) Act						

Technical Requirements Response

Section XI - Interfaces

Place the number "1" into the appropriate response column:

A=Currently available **B**=In development (available by 7/1/2010) **C**=Available via vendor modification **D**=Available using Third Party Software
E=Not available

	Requirement	A	B	C	D	E	Comments
	Interfaces						
260	Interfaces with facsimile applications						
261	Interfaces with translation software (interface engine) for the transmission of electronic claims						
262	Provides EDI interface to claims clearinghouses						
263	Interfaces with Dragon NaturallySpeaking						
264	Interfaces with touch screen devices						
265	Ability to provide data extracts from the production database to feed an external enterprise data warehouse						
266	Provides an interface engine to create customized interfaces						
267	Ability to use a third party interface engine to create customized interfaces						
268	Integrates with Sun's eGate Integrator						
269	Integrates with Quovadx						
270	Integrates with Microsoft's BizTalk						
271	Creates user-defined interface files for eCaps financial system						

Proposer's Name: _____

RFP No: DMH-1109B2

APPENDIX B.2.1

TECHNICAL NARRATIVE REQUIREMENTS RESPONSE

Integrated Behavioral Health Information System

INSTRUCTIONS

Capitalized terms used in this Appendix B.2.1 without definition herein shall have the meanings given to such terms in the body of Appendix E (Sample Agreement), Appendix A (Statement of Work) or Appendix F (Glossary).

The Technical Narrative Questions set forth in this Appendix B.2.1 of the IBHIS RFP are designed to help the Department learn about the technical capabilities of the proposed System. The Department will use the responses to these questions to determine how easily the proposed System will integrate into its technical environment.

Complete and submit this form in its entirety. Answer each narrative question clearly and completely. Any unclear or incomplete answers will be deemed non-responsive, disregarded and will receive a zero (0) point score. Be sure that the response provides sufficient detail to objectively evaluate the response, while not providing irrelevant information. Respond in the space provided to complete your response. This form is designed to automatically expand space on questions requiring descriptions or explanations. If additional space is needed, attach additional sheets with corresponding reference to question.

References to websites or other external materials in lieu of a response as defined above may be deemed non-responsive and accordingly receive a score of zero (0). Responses provided by Proposer which reference other materials provided by Proposer must cite the title of the referenced document(s) and include the page number and section or line number. Failure to adhere to these procedures may at County's sole discretion render the proposal non-responsive.

Question	Response
SYSTEM ARCHITECTURE	
1. Describe your proposed System architecture, web-based or client-server based, including server and work station operating systems, tiers, hardware platforms, application development languages, database systems, processing approach (distributed versus centralized), communication protocols, and User interface technology.	
2. Describe the ability to scale the proposed System in terms of numbers of concurrent Users, number of servers, and Users per server. Explain any limitations of the System Software and list the known maximums for concurrent Users, number of servers, and Users per server.	

Question	Response
3. Describe the integration methodologies used to implement your solution into your largest current customer systems environment.	
4. Describe how the proposed System configuration protects against downtime from hardware failures, maintenance activities, and System upgrades. Describe single points of failure, if any.	
5. Describe how the proposed System incorporates electronic signature technologies, biometric technologies, and Smart Cards.	
NETWORK ARCHITECTURE	
6. Identify and describe all network monitoring and management tools included in the proposed System.	
7. Describe any limitations that may inhibit access through a VPN, firewall, Windows Terminal Server, Citrix, or other secured network access capability.	
HARDWARE	
8. What is the maximum number of printers that your proposed System will accommodate?	
9. Describe how printers can be connected to and managed by the proposed System. Include a description of print management and print distribution capabilities.	
10. Is there a maximum number of workstations and peripheral devices that your proposed System can support? If so, list the device type(s) and applicable limitations.	
11. Describe any vendor proprietary hardware required by the proposed System.	

Question	Response
12. List or describe the types of hand-held devices the proposed Baseline Application Software directly supports (e.g., Blackberry, Microsoft Windows based PDA, etc).	
13. How does the proposed System and System Hardware securely interface with hand-held devices?	
14. What voice recognition software is supported by the proposed System's clinical record component?	
15. Describe your requirements for secure remote connectivity to the proposed System and any other technology or requirements needed to provide full Maintenance and Support Services for the System.	
APPLICATION ARCHITECTURE	
16. List and describe the following components utilized to build the System: a. Development and operating system environments b. DBMS c. Programming languages d. Development tools	
17. Describe the utilities and procedures for loading tables from externally supplied files, including but not limited to diagnosis and procedure code files.	
18. What, if any, specialized integrated systems / technical skills are required of the County to support the proposed System?	
19. Describe how the data audit trail works, is accessed and is maintained.	
20. Can the System Software be a portal to access Department-developed applications? Describe how.	

Question	Response
21. What interface engines (e.g., eGate, BizTalk, etc.) does the proposed System support? Include in this response how the interface engine(s) integrates with the proposed System.	
22. What TCP/IP ports does the proposed System utilize for the following: a. Application/web server to database server b. Database server to report server c. Database server through interface engine d. Other required ports and purpose	
23. Are the default TCP/IP port settings in the proposed System Software configurable at installation? Describe the process to reconfigure the TCP/IP ports if a conflict occurs at a customer installation.	
24. What TCP/IP ports does the proposed System utilize for replication? Identify for all environments.	
25. Do you have standard or existing interfaces with claims clearinghouses? If so, which ones?	
26. Which, if any, third party Credentialing systems does the proposed System support? Describe your experience.	

Question	Response
27. Indicate which of the following Technology and B2B Exchange Adapters are currently available within your proposed System at no additional cost:	Check all that apply
TECHNOLOGY ADAPTERS:	
Microsoft BizTalk XML	☐
Email	☐
Erwin	☐
File Folder	☐
FTP	☐
SFTP	☐
HTTP	☐
HTTPS	☐
HTML	☐
JMS	☐
LDAP	☐
MASHUPS	☐
MSMQ (Extractor)	☐
MSMQ (Fixed ASCII)	☐
MSMQ (XML)	☐
MQSeries (Extractor)	☐
MQSeries (Fixed ASCII)	☐
MQSeries (XML)	☐
Oracle AQ	☐
Oracle BPEL	☐
Progress Sonic ESB	☐
SGML	☐

Question	Response
SOAP	☐
TCP/IP	☐
URI	☐
URL	☐
WebSphere	☐
XML	☐
XML DTD	☐
XML Schema	☐
XML XDR	☐
B2B EXCHANGE ADAPTERS:	
ACORD	☐
CCD (Continuity of Care Document)	☐
CCR (Continuity of Care Record)	☐
CDA (Clinical Document Architecture)	☐
EDI (EDIFACT)	☐
EDI (X12)	☐
CMS 1500-NSF	☐
HIPAA	☐
HL7 (all production versions and version 3.0)	☐
HR-XML	☐
MIB	☐
NCPDP	☐
NSF	☐
SWIFT	☐
Text (Delimited – EDI)	☐
Text (Delimited – EDIFACT)	☐

Question	Response
Text (Delimited – HL7)	☐
TRADACOM	☐
UB04 / CMS 1450	☐
UB92-NSF	☐
XBRL	☐
28. Indicate which of the following EDI Integration Tools are currently available in your proposed System at no additional cost:	Check all that apply
Cloverleaf	☐
IBM WebSphere	☐
Informatica	☐
Pervasive Software	☐
DATABASE ARCHITECTURE	
29. On which database management system does the proposed System operate, and with which DBMS is it compatible?	

Question	Response
30. Describe the database architecture, the tools, and utilities available in the proposed System by responding to items a through d below:	
a. Describe the database architecture.	
b. Is there a utility for synchronizing the database and the data dictionary between the primary site and a fail-over site? Describe the process for using the utility.	
c. Are any components of the database architecture vendor proprietary? If so, explain.	
d. What utilities or tools are available for managing database capacities, indexing, and database optimization?	
31. Describe any limitations of the proposed System on the number of records or database size.	
32. Describe how data is archived. Is archived data accessible by the User and if so, how?	
33. Describe the process / mechanism (e.g., row level lock, field lock, etc.) for controlling simultaneous updates to the database.	
34. Describe the recommended daily, weekly, and monthly database management or maintenance activities.	
35. Describe the recommended back-up process for the proposed System and explain the process for selecting and excluding certain items from being backed up.	
BUSINESS CONTINUITY	
36. Describe how the proposed System responds to an incomplete/work-in progress transaction at the time of an unplanned downtime event. Will the disruption cause the loss of data?	

Question	Response
37. In the event of a System failure at the primary data center site, describe how the data is reconciled from the recovery data center site to the primary data center site once the proposed System is restored and vice-versa.	
38. Describe the recommended process for loading the proposed System to a Warm-Site in the event of a failure in the primary data center site. Approximately how long does this process take?	
39. Identify customer sites at which you have participated in a Warm-Site recovery data center implementation.	
40. Identify customer sites at which you have participated in a Hot-Site recovery data center implementation.	
41. Describe the technology used to support synchronized instances of the proposed System at separate locations. Specifically, address any applicable configuration settings, and describe database synchronization processes and technology in detail.	
SECURITY	
42. Describe the security environment and how role-based security is implemented. Include any limits to the number of roles in your description.	
43. Describe integration of the proposed System with Lightweight Directory Access Protocol (LDAP) compatible directory services.	
44. Describe how the proposed System protects confidentiality and integrity of all Protected Health Information (PHI) delivered over the Internet or other known open networks.	
45. Identify the encryption methods and technologies used in the proposed System.	

Question	Response
46. Does the proposed System provide single log-on across all Components, networks, and sub-networks including interfaces or integrated third party products? If so, list and explain the use of the applicable security tools and how access codes are managed.	
47. Describe security for remote devices, such as Blackberrys, and other wireless hand held devices.	
48. Describe any known conflicts between the proposed System Software and security services such as antivirus software, intrusion detection or host-based firewalls.	
SYSTEM PERFORMANCE	
49. Based on the proposed System Hardware and System Software configuration, what are the threshold limits for the database size, maximum number of concurrent Users, and daily transactions before the System experiences performance degradation issues?	
50. Describe the tools available for tuning System performance. Are tools different for initial tuning versus ongoing tuning?	
51. Can the proposed System be available twenty-four (24) hours per day, seven (7) days per week? Explain any limitations that inhibit or prevent continuous System availability.	
52. How will System Software upgrades and bug fixes impact the proposed System availability? Describe your standard process for installing upgrades and bug fixes and identify the proposed roles and responsibilities of the parties therein.	
53. How will running large batch jobs impact production system performance (e.g., claims file submission of batch files of 1 gigabyte with 500,000 records in Production) during peak hours?	

Question	Response
54. List the number of claims both per month and annually, your largest current customer processes today.	
55. How will compiling and running complex User queries impact the proposed System's performance? Describe your process for mitigating this type of performance impact.	
IMPLEMENTATION, TRAINING, ALTERNATE ENVIRONMENTS AND SUPPORT	
56. What is your standard process for providing Custom Programming Modifications when requested during implementation? Describe the process for requesting, designing, testing, and implementing custom features. Include time frames for each step.	
57. What is your standard process for providing Custom Programming Modifications when requested after implementation? Describe the process for designing, testing, and implementing custom features. Include time frames for each step.	
58. Describe your standard data conversion strategy for client demographic data from a legacy system.	
59. Describe your standard data conversion strategy for claims data from a legacy system.	
60. Describe and list any processes and Components of the System necessary to support data load routines.	
61. Describe how alternate environments (e.g., testing, training, development, etc.) are maintained and any restrictions imposed. How is data synchronized among the environments?	
62. Describe your support organization, standard hours of support, standard points of contact, locations, and standard response times.	

Proposer's Name: _____

RFP No: DMH-1109B2

APPENDIX B.3
VENDOR INFORMATION RESPONSE

Integrated Behavioral Health Information System

Capitalized terms used in this Appendix B.3 without definition herein shall have the meanings given to such terms in the body of Appendix E (Sample Agreement), Appendix A (Statement of Work) or Appendix F (Glossary).

INSTRUCTIONS

This Appendix B.3 requests vendor-specific information to determine if Proposer's organization has the experience, staff and financial capability to perform the required Work as a corporation or other entity. This information will be validated in accordance with the evaluation criteria set forth in Section 6.0 (Selection Process and Evaluation Criteria) of this RFP.

Proposer shall provide and submit all information in each section as requested in this Appendix B.3 and submit all sections of this Appendix B.3. Failure to respond completely or accurately, as determined in County's sole judgment, may result in a Proposer being found non-responsive. This form is designed to automatically expand for questions requiring descriptions or explanations. If additional space is needed, please attach additional sheets with a corresponding reference to questions.

The following questions are asked without limiting the requirements of Appendix D (Maintenance and Support Services), as to which if any changes are to be proposed through the exception process set forth in RFP Section 5.7.9 (Acceptance of or Exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and requirements of Appendix A (Statement of Work) (Section E)) of this RFP.

Note: The top of each page of a proposal which a Proposer considers to contain confidential information and desires not to be considered a public record must be clearly marked as set forth in Section 4.17 (Notice to Proposers Regarding the Public Records Act) of this RFP. Marking all or unduly large portions of a response in such a manner may result in such designation being disregarded at County's sole discretion.

1.0 GENERAL VENDOR INFORMATION:

1.1 Provide your company name and the address of your corporate headquarters.

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

Website: _____

1.2 Provide the name, title, address, telephone, facsimile number and email address of the person responsible for this RFP response.

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

1.3 Provide the name, title and telephone number of the person(s) authorized to negotiate and sign contracts in relation to this proposal as set forth in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) to Appendix V (County Required Forms) of this RFP.

Name	Title	Telephone

Vendor Viability

2.0 VENDOR PROFILE:

2.1 In what year was your company founded? _____

2.2 Is your company publicly traded? If publicly traded, provide the following information:

What exchange: _____

Designate your stock symbol: _____

2.3 Provide a list of your current executive management staff. Provide details of all changes in key executive management in your company during the last three (3) years.

Executive Management Staff	Description of Changes

2.4 Provide the total number of company's sites, number of employees, and number of employees at each site.

Total number of sites: Total number of employees:

Site Name	City	State	Country	Total No. Employees

2.5 Which office would be primarily tasked with the service and support of DMH for support of the proposed System?

_____

2.6 Provide a breakdown of the number of employees who are directly associated with the proposed System Software:

	No. of Employees:
System Analysis and Programming:	_____
Quality Assurance (test):	_____
Sales and Marketing:	_____
Installation:	_____
Customer Support:	_____
Management:	_____
Research and Development:	_____
List other positions and number of employees, as applicable:	_____

2.7 Provide a breakdown of the number of employees with a clinical background who are directly associated with the proposed System Software:

	No. of Employees:
Physicians:	_____
Psychiatrists:	_____
Psychologists:	_____
RNs:	_____
Other Clinicians:	_____

2.8 Provide PDF copies of your **audited** financial statements for fiscal years 2008, 2007 and 2006, prepared in compliance with Generally Accepted Accounting Principles (GAAP). Income tax returns **shall not** be accepted to meet these requirements.

Are copies of your audited financial statements attached? **Yes** ☐ **No** ☐

2.9 If you are a division of a larger company, explain the primary business (by revenue source) of your parent company. Mark N/A if not applicable.

_____

2.10 Provide a list of any acquisitions that your company has completed within the last two (2) years that relate to the rights for the proposed System Software, including name of the acquired company and rationale for acquisition.

Name of acquired company: _____

Rationale for acquisition: _____

2.11 Provide a list of any divestitures that your company has completed within the last two (2) years including name of divested company and rationale for divestiture.

Name of divested company: _____

Rationale for divestiture: _____

2.12 What is the mission and vision of your organization?

_____

2.13 Describe your vision for the future of information systems in a behavioral health environment.

_____

2.14 How many public sector behavioral health agency customers do you currently serve?

_____

2.15 What percent of your customer base (in numbers of customers) is represented by public sector customers?

_____

2.16 What are both the short-term and long-term goals for product development within your organization for the proposed System Software or any proposed successor software?

Short-term goals: _____

Long-term goals: _____

2.17 What percentage of total company revenue does the proposed System Software represent?

_____

3.0 PRODUCT OVERVIEW:

3.1 Did you respond to the State of California Department of Mental Health (SDMH) Behavioral Health Electronic Health Record Request for Information (BH-EHR RFI) in 2008?

_____

If so, has any functionality changed since you responded? Please briefly list those changes in functionality.

_____

If not, why not?

_____

3.2 Do you plan to obtain and maintain certification from the Certification Commission for Healthcare Information Technology (CCHIT) when available?

_____

If not, why not?

_____

3.3 For each separately sold System Component contained in the proposed System, provide the information required by the table below. Proposer shall insert additional rows, as necessary.

Component Title	Date of Initial Release of Component	Identify whether acquired or developed	If acquired,			Number of patches issued in prior two (2) years	Description of Enhancements Included (include next scheduled release)
			Specify Source	Date of Purchase	Date of Latest Release		

3.4 In the table below, identify the number of production customers and production sites where Components listed in Section 3.3 above are currently installed in production status. Indicate the number of customers for each Component who are in the process of implementing the Component and indicate in the last column, the number of customers who are using the most current version or release of that particular Component. Proposer shall insert additional rows, as necessary.

Component Title	No. of Current Production Customer	No. of Current Production Sites	No. of Customers in-process of Implementation	No. of Customers on Current Version

3.5 In the following table, list proposed Component(s) in response to County's requirements identified in Appendix B.1 (Functional Requirements Response) of this RFP and identify how many current customers have used the proposed Component(s) for the purpose listed in Column one (1).

Component Title	Name of Component that performs the function	No. of Customers who use Component for stated functionality
1. Contact Management		
2. Screening/Triage		
3. Intake		
4. Assessment		
5. Authorization Management		
6. Appointment Scheduling		
7. Billing/Accts Receivable		
8. Claims Processing		
9. Treatment Planning		
10. Case Management		
11. Service Capture		
12. Client Registration		
13. Eligibility Management		
14. Caseload Management		
15. Order Communication		
16. Progress Notes Management		

4.0 CALIFORNIA MEDI-CAL (MEDICAID) AND MEDICARE CLAIMS EXPERIENCE

4.1 What is your plan to keep the products that you are proposing to implement at DMH current with federal and California State regulations?

_____

4.2 Are any of the proposed EHR products currently installed in any other California County Mental Health agency? Respond Yes or No. If yes, which Counties?

_____

4.3 Are any of the proposed billing products currently installed in any other California County Mental Health agency? Respond Yes or No. If yes, which Counties?

_____

4.4 Indicate your experience with Medi-Cal claims processing by completing the following table. Identify the number of customer sites that are currently using any proposed System Components to produce Medicaid and Medi-Cal claims. Provide an estimate of the monthly total claims volume for those sites. Only list customer sites that are in production.

	Medi-Cal Claims (non-Behavioral Health)	**Medi-Cal Mental Health Claims**	**Medicaid Claims (outside of CA)**	**Medicaid Mental Health Claims (outside of CA)**
Number of customer sites				
Number of claims per month				

4.5 Indicate your experience with Medicare claims by completing the following table. Identify the number of customer sites that are currently using any proposed System Components to produce Medicare claims. Provide an estimate of the monthly total claims volume for those sites. Only list customer sites that are in production.

	Medicare Claims (non-Behavioral Health)	**Medicare Claims for Mental Health Services**	**Medicare – Medi-Cal Crossover Claims**	**Medicare – Medicaid Crossover Claims (outside of CA)**
Number of customer sites				
Number of claims per month				

4.6 Provide the average number of claims processed per month for the largest installation using your System Software for billing and claims, as indicated below. Mark N/A if an installation is not applicable.

Category	Average Number of Claims per Month
Short / Doyle Medi-Cal claims	
Medi-Cal Mental Health Fee for Service claims	
Medi-Cal claims	
Medicare (In California) claims	
Medicaid (Outside of California) claims	
Medicare (Outside of California) claims	

Vendor Relationship

5.0 RELEASE AND ENHANCEMENT MANAGEMENT:

5.1 Describe your company's software release approach for new releases, specifically addressing:

Area	Approach
Schedules for major releases:	
Schedules for minor releases:	
Beta testing of releases:	
New release documentation:	
New release support:	
Customer involvement:	
Incorporation of Enhancements into scheduled releases:	

5.2 Provide your company's definition of a:

Major release: _____

Minor release: _____

5.3 Describe how your company initiates Enhancements.

_____

5.4 Describe the customer's role in initiating, prioritizing, designing, beta testing and scheduling Enhancements as applicable.

_____

5.5 How many Enhancements do you typically release in a calendar year?

_____

5.6 Complete the following table by providing the number of major and minor proposed Baseline Application Software product releases you made available to your general customer base for the following time periods.

Year	No. of Major Releases	No. of Minor Releases
2007:		
2008:		
2009:		
planned for 2010:		

5.7 Describe your three-year product development plan for the proposed System Software. Provide the scheduled delivery dates for each new product or Component and the relationship of the new product or Component to the System being proposed in this response.

_____

5.8 Describe customer impact of software Enhancements distributed in the last eighteen (18) months and the customer impacts of these releases.

_____

5.9 Describe the software Enhancements for any proposed System Software releases planned to be distributed by your company in the next eighteen (18) months and the customer impacts of these releases.

_____

5.10 Describe plans to discontinue or commence the use of any proposed Third Party Software, if applicable. Mark N/A if not applicable.

_____

6.0 CUSTOMER SERVICES AND PRODUCTION SUPPORT:

6.1 Describe your company's support organization, addressing specifically:

Number of support personnel by title: (e.g., programmer, support rep, account rep, etc.)

_____

Training and experience of personnel responding to calls:

_____

Customer support standards: routing and escalation procedures of calls:

_____

Call tracking, resolution and call monitoring procedures:

_____

6.2 Who specifically will have responsibility for the DMH account?

_____

And, in what city is this person located?

_____

6.3 Does your company provide toll-free customer support access? **Yes** ☐ **No** ☐

6.4 For your company, list your standard support offering in days and hours include support schedules for holidays and after-hours.

6.5 Describe the procedure for initiating a support request.

6.6 What is the average time from the initiation of a call until a trained support personnel representative responds for software support?

6.7 What statistics regarding your support services do you provide to your customers? At what frequency do you provide them?

6.8 With what percentage of your customers do you have service level agreements?

6.9 What notification do you provide customers of software defects or other Deficiencies identified by support personnel or other customers?

6.10 Do you make your corporate incident tracking log and problem report log available to your customers? Please describe in detail.

6.11 What is your requirement for customer upgrade frequency that will avoid limiting, jeopardizing or otherwise impacting support or maintenance agreements?

6.12 For your company are there any limits to the number of back releases supported?

7.0 CUSTOMER INFORMATION:

7.1 List the last three (3) customers who have stopped using any of the Components that you are proposing to implement at DMH, along with a brief explanation of the reason(s) why, if known. Provide the name, title, address, telephone and email address of the person County may contact. (If there are fewer than three (3) customers that meet this criteria, please state that in your response and provide the requested information for as many as possible.)

7.2 Provide the names of three (3) customers who postponed the go-live date of any Component (any version) of your proposed System by more than ninety (90) days within the last two (2) years.

Explain the causes for the delay, how the decision was made and the corrective action taken.

Did the customer fully implement the Component?

How did you support the customer?

7.3 Have any of your System Software customers, during the last three (3) years, cancelled a contract or license with you for any Component in your proposed System prior to, during, or after installation of your System? If so, explain circumstances.

Specify customer and location.

8.0 IMPLEMENTATION SUPPORT:

8.1 Specifically, describe the proposed System configuration process indicating the typical responsibilities of both the customer and your organization.

8.2 Give an example, if any, where your product implementation process resulted in process improvement for the customer.

8.3 What is your recommended approach to Conversion of paper patient charts?

8.4 Describe your Project Management Methodology (PMM) implementation methodology and support tools used on projects of similar size and scope of County's.

9.0 TRAINING SUPPORT:

9.1 Provide a current list/catalogue of all standard customer training and education courses your company offers, detailing course name, content description, cost, locations, basic skill levels required by customer staff prior to training, and prerequisites. Identify courses as prerequisites, required, or recommended, as applicable in relation to other courses.

_____

9.2 Describe the User training documentation provided with the proposed System.
Do training materials include lesson plans, training exercises and scenarios which test configuration concepts being taught and descriptions of features?
Provide a sample (approximately five (5) through ten (10) pages).

_____

9.3 How many hours of training do you recommend for a clinician, who is PC literate, to become proficient at locating a client chart, reviewing it and updating it with a progress note and service to bill?

_____

9.4 Describe your training approach for application, technical and User staff when implementing a major new release.

_____

9.5 Does your company offer any computer-based training options? **Yes** ☐ **No** ☐

If yes, describe: _____

9.6 Describe the technical and application Documentation provided with the proposed System. Provide a sample of each (approximately five (5) through ten (10) pages).

_____

9.7 When are technical and User Documentation Updates made available to all customers after a new software release?

_____

9.8 When was the last major Update to the Documentation made available to your customers?

_____

9.9 When is User on-line help available after each release?

_____

9.10 Provide a list and brief description of all standard reports available with the proposed System.

9.11 What official and unofficial User groups exist for your products?

9.12 How does your company work with User groups?

9.13 How are User groups involved in your product development process?

9.14 Describe any regularly held seminars or User group meetings available to either application or technical Users of your proposed System.

Proposer's Name: _____

RFP No: DMH-1109B2

APPENDIX B.4

SYSTEM HARDWARE RESPONSE

Integrated Behavioral Health Information System

1.0 INTRODUCTION

Capitalized terms used in this Appendix B.4 without definition herein shall have the meanings given to such terms in the body of Appendix E (Sample Agreement), Appendix A (Statement of Work) or Appendix F (Glossary).

In accordance with the Agreement, including without limitation Task 3.1 (Verify System Hardware Specifications) of Appendix A (Statement of Work) and Section IV (System Performance Requirements) of Appendix D (Maintenance and Support Services), Proposer shall ensure that Baseline Application Software and DBMS will operate on the approved System Hardware and successfully meet the System Performance Requirements, including Response Time, throughout the Term of the Agreement, for both Production Use and training environment use. The servers of the System will operate on the approved System Hardware located in two geographical locations; County's Data Center and County's Local Recovery Center, connected by a high speed optical fiber connection for synchronized application and/or database replication between both sites to support business continuity. Workstations for accessing the System may be located in any County Facility or remotely.

The Department utilizes an existing data center through a Memorandum of Understanding (MOU) with Internal Services Department (ISD). The Los Angeles County Enterprise Network (LAnet/EN) shall be used as the preferred Countywide network backbone. The network uses TCP/IP protocols as the standard to ensure technical compatibility and the efficient use of available data transport resources. All DMH Directly Operated sites are connected to LAnet/EN via T1 circuits or above.

County will purchase System Hardware and associated operating system software under a separate contract, and the Proposer is not being asked to propose or price System Hardware in its proposal.

[Note: A document substantially similar to this Appendix B.4 shall become Attachment B.3 (System Hardware) to Exhibit B (Technical Solution Requirements) of any resultant Agreement.]

2.0 ACCEPTABLE AND PREFERRED PROPOSED TECHNOLOGY

The following information is provided to assist Proposer in completing applicable sections of this Appendix B.4, as well as Appendix B.5 (System Software Response), and represents County's ***acceptable* and *preferred*** technology currently used by County's Data Center, County's Local Recovery Center, and County's Users. Therefore, where noted as acceptable, County **will only** accept Proposer System Hardware and System Software responses based on County's acceptable technology as listed in this Section 2.0, and deviations from County's acceptable technology as listed in this Section 2.0 (e.g., different proposed server hardware platforms; database software; storage or backup products) **will** result in a disqualification of Contractor's proposal.

ACCEPTABLE COUNTY DATA CENTER SITE TECHNOLOGIES		
Item No.	**Hardware/Software Type**	**Description**
1	Server, Hardware and Operating System	Acceptable hardware platforms: • IBM AIX 5.3/6.1 on IBM pSeries p570 with advanced virtualization features • HP-UX 11i v2 (11.23) or HP-UX 11i v3 (11.31) on HP Integrity rx3660/rx6600 • VMware ESX Server 3.5 supporting Microsoft Windows 2003/2008 Server, Red Hat Enterprise Linux 5, and virtual appliances running on HP ProLiant servers • Microsoft Windows 2003/2008 Server on HP ProLiant DL servers • Red Hat Enterprise Linux 5 on HP ProLiant DL servers
2	Database Server Software	Acceptable database software: • Oracle Database 10gR2/11g or above • Microsoft SQL Server 2005/2008 • InterSystems Caché 2007.1.6/2008.1.5 or above
3	Storage	Acceptable Storage Area Network infrastructure and products: • Cisco MDS SAN Switches • EMC Symmetrix DMX (Tier-1 and Tier-3 disk storage) • EMC Clariion CX (Tier-2 and Tier-3 disk storage) • EMC Celerra NSX (Network Attached Storage) • EMC Centera (Content Addressed Storage – Fixed Content)
4	Backup	Acceptable backup/recovery infrastructure and products: • Disk to Disk backup with EMC Clariion CX and Clariion Disk Library • LTO-4 Tape on IBM 3584 Tape Libraries • IBM Tivoli Storage Manager (AIX, HP-UX, and Linux) • CommVault Galaxy (Windows and Linux) • EMC Replication Manager 5.2

ACCEPTABLE COUNTY USER TECHNOLOGIES		
Item No.	**Hardware/Software Type**	**Description**
1	Operating System Software	Acceptable User operating system software: • Windows XP Professional – Workstations and Notebooks • Note – DMH anticipates five percent (5%) possible growth for the coming year
2	Internet Browser Software	Acceptable User internet browser: • Microsoft Internet Explorer 7.0 or later

2.1 PREFERRED PROPOSED TECHNOLOGY

County has also identified *preferred* technology already used by or familiar to County Staff at County's Data Center and County's Local Recovery Center, and while County prefers the technology listed therein, deviations from County's preferences as listed in this Section 2.1 **will not** automatically result in a disqualification of Contractor's proposal.

PREFERRED COUNTY DATA CENTER SITE TECHNOLOGIES		
Item No.	**Hardware/Software Type**	**Description**
1	Application Server Software	Preferred data center application server software: • Oracle Application Server 10.1 • IBM WebSphere Application Server 6.1
2	Web Server Software	Preferred data center web server software: • Apache (including IBM HTTP Server) • Microsoft IIS

3.0 DMH STATISTICS

The following information lists County's most recent statistics for provider sites, clients served and claim volumes and total employees/LAN Users, and is provided to assist Proposer in completing applicable sections of this Appendix B.4, Appendix B.5 (System Software Response) and Appendix C (Price and Schedule of Payments).

Note:

1) "Sites" refers to distinct Medi-Cal certified provider sites and may be either distinct physical locations or distinct service delivery programs within a single physical location.

2) As indicated in Section 2.3 (Current Systems Environment) of the RFP Body "The lack of comprehensive, integrated and accessible clinical information systems also affects DMH's ability to aggregate clinical data from disparate sources into comprehensive organizational data for statistical reporting purposes", therefore statistical information is provided where available.

3) As noted below and otherwise, these statistics are approximate and not comprehensive, and intended for use only as a rough guideline.

4) Proposer is further advised that site, User and client counts will all be expected to increase substantially during the Term of the Agreement, and that System capacity should be set accordingly.

Service Provider Information (Current)	**Statistics**	**Comments**
Total directly operated provider sites	136	Medi-Cal certified provider sites, includes sixteen (16) central administrative units. These directly operated provider sites are linked to the local area network through approximately forty (40) network server sites outside of DMH Headquarters. This number is expected to grow twenty percent (20%) over next three (3) years.

Service Provider Information (Current)	**Statistics**	**Comments**
Total NGA Contract Provider agency sites	473	Excludes four (4) State Hospitals and four (4) DHS facilities that have provider site numbers in our system.
Total inpatient provider sites	51	DMH does not directly operate inpatient facilities. See Section 2.1.3.3 of the RFP Body.
Total Medi-Cal FFS2 (outpatient) network providers	402	
Client Information (FY 07 / 08)		
Total uniquely identified clients served (all clients of DMH directly operated, contracted and Fee-for-Service (FFS) network)	198,536	It is estimated that the unique client count may be inflated approximately five percent (5%) to ten percent (10%) over a true unique client count due to instances of the same client having more than one (1) unique identifier in our current information system. This is particularly true among clients seen through the FFS network.
Total unique clients served - directly operated programs only	79,451	The number of clients is expected to grow twenty percent (20%) over next three years.
Claims Information (Annual Average FY 05-06, 06-07 and 07-08)		
Average directly operated provider claims	905,683	
Average Contract Providers claims	4,100,000	
Staff Information (4th Quarter FY 2008/2009)		
Total Staff claiming for direct client services through directly operated programs	1,708	

Service Provider Information (Current)	Statistics	Comments
Information Technology Information (as of July 2009)		
Total LAN Users	3,850	In addition to regular DMH employees, the number of LAN Users includes contract employees, student professionals and other individuals formally associated with directly operated Facilities and administrative units.

4.0 REQUIRED HARDWARE

INSTRUCTIONS

Proposer must complete and submit Sections 4.0 (Required Hardware), 4.1 (Recommended User Hardware), and 4.2 (Required Peripheral Hardware) of this Appendix B.4, by listing all required hardware, operating system software and server software, including disk storage requirements, upgrades, optimal speed, sizing, and other specifications to meet all functional, technical, and System Performance Requirements, including Response Time Requirements as specified in Schedule D.1 (Response Time Requirements) to Appendix D (Maintenance and Support Services), and recovery requirements in accordance with Task 3.4 (Synchronize for Application and Database Replication) of Appendix A (Statement of Work) for the proposed System.

Where a specific item does not apply, do not leave the response field blank, respond N/A (i.e., Not Applicable). Responses provided by Proposer which reference other materials provided by Proposer must cite the title of the referenced document(s) and include the page and section number. Failure to adhere to these procedures may at County's sole discretion render the proposal non-responsive.

If additional System Software Components are required for any of the specified servers below (e.g. plug-ins for graphics software, remote sensing application, integrated development environment (IDE) application, third-party software), Proposer must use Section 2.0 (Proposed System Software) of Appendix B.5 (System Software Response) to list additional System Software Components. Place the corresponding Item Number(s) from Section 2.0 (Proposed System Software) of Appendix B.5 (System Software Response) in the table below, under the column labeled Specifications and row labeled System Software Components of the server where the Component will reside.

Duplicate the sections of this form or add rows as necessary for each type of System Hardware and/or device required.

Item No.	Equipment Type	Description/Model No.	Qty	Specifications	
1	Database Server	Name of Manufacturer Model No.		▪ Processor	
				▪ Memory	
				▪ Hard Drive	
				▪ Optical Drive	
				▪ Ports & Communication	
				▪ Power Supply	
				▪ Operating System Software	
				▪ Database Management Software	
				▪ System Software Components	
2	Application and Web Server	Name of Manufacturer Model No.		▪ Processor	
				▪ Memory	
				▪ Hard Drive	
				▪ Optical Drive	
				▪ Ports & Communication	
				▪ Power Supply	
				▪ Operating System Software	
				▪ Application Server Software	
				▪ Web Server Software	
				▪ System Software Components	
3	Report Server	Name of Manufacturer Model No.		▪ Processor	
				▪ Memory	
				▪ Hard Drive	
				▪ Optical Drive	
				▪ Ports & Communication	
				▪ Power Supply	
				▪ Operating System Software	

Item No.	Equipment Type	Description/Model No.	Qty	Specifications	
				▪ System Software Components	
4	Interface Server	Name of Manufacturer Model No.		▪ Processor	
				▪ Memory	
				▪ Hard Drive	
				▪ Optical Drive	
				▪ Ports & Communication	
				▪ Power Supply	
				▪ Operating System Software	
				▪ System Software Components	
5	Print Server	Name of Manufacturer Model No.		▪ Processor	
				▪ Memory	
				▪ Hard Drive	
				▪ Ports & Communication	
				▪ Print Job Buffering	
				▪ Supported Printers	
				▪ Supported Browsers	
				▪ Supported Protocols	
				▪ Power Supply	
				▪ System Software Components	
6	Other Server	Name of Manufacturer Model No.		▪ Processor	
				▪ Memory	
				▪ Hard Drive	
				▪ Optical Drive	
				▪ Ports & Communication	
				▪ Power Supply	
				▪ Operating System Software	
				▪ System Software Components	

4.1 RECOMMENDED USER HARDWARE

Provide recommended User hardware Specifications. Duplicate the sections of this form or add rows as necessary for each type of System Hardware and/or device required.

Item No.	Equipment Type	Specifications	
1	User Workstation (e.g., desktop, laptop and tablet personal computer)	▪ Processor	
		▪ Memory	
		▪ Hard Drive	
		▪ Video Card	
		▪ Monitor	
		▪ Sound Card	
		▪ Optical Drive	
		▪ Network Interface Card	
		▪ Power Supply	
		▪ Ports & Connectors	
		▪ Operating System Software	
2	System Administrator Workstation (e.g., desktop, laptop and tablet personal computer)	▪ Processor	
		▪ Memory	
		▪ Hard Drive	
		▪ Video Card	
		▪ Monitor	
		▪ Sound Card	
		▪ Optical Drive	
		▪ Network Interface Card	
		▪ Power Supply	
		▪ Ports & Connectors	
		▪ Operating System Software	

4.2 REQUIRED PERIPHERAL HARDWARE

Proposer shall provide optimal required Specifications in this Section 4.2 (Required Peripheral Hardware) for any peripheral hardware (e.g. card readers, faceplates, bar code printers, security devices, etc.), which are compatible with required System Hardware and required to satisfy the applicable System requirements as set forth in Appendix B.1 (Functional Requirements Response) and Appendix B.2 (Technical Requirements Response). Specify manufacturer and model only to the extent that it is required by the System to satisfy applicable System requirements as set forth in Appendix B.1 (Functional Requirements Response) and Appendix B.2 (Technical Requirements Response).

Duplicate the sections of this form or add rows as necessary for each type of System Hardware and/or device required.

Item No.	Equipment Type	Description / Model No.	Qty	Specifications	
1		Name of Manufacturer		•	
				•	
				•	
		Model No.		•	
2		Name of Manufacturer		•	
				•	
				•	
		Model No.		•	

Proposer's Name: _____

RFP No: DMH-1109B2

APPENDIX B.5

SYSTEM SOFTWARE RESPONSE

Integrated Behavioral Health Information System

1.0 INSTRUCTIONS

Complete and submit all sections of this Appendix B.5, as further described below, by listing the proposed System Software necessary to meet all the requirements of this RFP, including, but not limited to, Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services), Appendix A (Statement of Work), Appendix B.1 (Functional Requirements Response) and Appendix B.2 (Technical Requirements Response). All System Software proposed by Contractor must be capable of interfacing with and run on the software platform supported by County's Data Center, as further set forth in Appendix B.4 (System Hardware Response) of this RFP. If necessary, add rows to the table for Sections 2.0 and 5.0 to complete the Component list. **[Note: A document substantially similar to this Appendix B.5 shall become Attachment B.4 (System Software) to Exhibit B (Technical Solution Requirements) of any resultant Agreement.]**

2.0 PROPOSED SYSTEM SOFTWARE

Complete the table in Section 2.0 (Proposed System Software) for each proposed Component of the System Software. **All** proposed System Software Components **must** be listed in the table below.

- **Column 1 (Item No.):** Predefined Item No. Do not change.
- **Column 2 (Proposed Product Name):** Provide the product name of each proposed Component of the System Software.
- **Column 3 (Version):** List the version of the proposed Component to be initially provided as part of the proposed System.
- **Column 4 (Functionality):** Describe the functionality of the proposed Component.
- **Column 5 (Licensor of Third Party Software):** If the proposed Component is Third Party Software, list the name of the original licensor.

NOTE: Each proposed Component should only appear on this table once.

Item No.	Proposed Product Name	Version	Functionality	Licensor of Third Party Software (if applicable)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

3.0 PROPOSED SOFTWARE FOR APPLICABLE TECHNICAL REQUIREMENTS

Complete the table in this Section 3.0 for each proposed Component of the System Software.

- **Column 1 (Item No.):** Predefined Item No. Do not change.
- **Column 2 (DMH Function):** Lists DMH Functions identified in Appendix B.2 (Technical Requirements Response) and Appendix B.2.1 (Technical Narrative Requirements Response) of this RFP.
- **Column 3 (Proposed Product Name(s)):** Provide the product name(s) of the proposed System Software Component that provides the DMH functionality listed in the second column.
- **Column 4 (Version):** List the version of the proposed Component to be initially provided as part of the proposed System.
- **Column 5 (Functionality):** Describe the functionality of the proposed Component.
- **Column 6 (Licensor of Third Party Software):** If the proposed Component is Third Party Software, list the name of the original licensor.

Item No.	DMH Function	Proposed Product Name(s)	Version	Functionality	Licensor of Third Party Software (if applicable)
1.0	Reporting Writing				
2.0	Interface Engines				

4.0 CORRESPONDENCE TO DMH FUNCTIONS

The table in this Section 4.0 shall be completed to indicate how each DMH functionality is met through either proposed System Software provided by the Proposer or a third party.

NOTE: If your bid does not include software that provides the stated functionality, mark N/A for Not Available. If there are multiple proposed Component products directly utilized to deliver the stated functionality, list all products and applicable cross-references.

- **Column 1 (Item No.):** Predefined Item No. Do not change.
- **Column 2 (DMH Function)**: Lists the major DMH functions identified in Appendix B.1 (Functional Requirements Response) of this RFP.
- **Column 3 (Proposed Product Name(s))**: Provide the product name(s) of the proposed System Software Components that provide the DMH functionality listed in the second column.
- **Column 4 (Cross-Reference No.)**: List the Item No. of the proposed product name from Section 2.0 (Proposed System Software).

Item No.	DMH Function	Proposed Product Name(s)	Cross-Reference No.
1.0	**Referral-In**		
1.1	Contact Management / Call Logging		
1.2	Referral Management		
1.3	Community Resource Database		
2.0	**Screening / Triage**		
2.1	Client Inquiry / Look-up		

Item No.	DMH Function	Proposed Product Name(s)	Cross-Reference No.
2.2	Screening / Triage		
2.3	Wait List Management		
2.4	Benefits Establishment		
3.0	**Authorizations**		
3.1	Creation and Receipt of Service Authorizations		
3.2	Processing of Service Authorizations		
3.3	FFS Inpatient Requirements		
3.4	Reporting		
4.0	**Intake – Registration, Financial Screening, Eligibility**		
4.1	Client Registration – General		
4.2	Demographic Information		
4.2.1	Client		
4.2.2	Collateral Contacts		
4.2.3	Insurance		
4.3	Financial Screening / California UMDAP		
4.4	Eligibility and Insurance Verification		
4.4.1	Eligibility Loading		
4.4.2	Eligibility Verification		
4.4.3	Eligibility Information Access		
4.5	Initial Assessment		

Item No.	DMH Function	Proposed Product Name(s)	Cross-Reference No.
4.6	DSM Assignment		
4.7	Clinician Assignment		
4.8	Medical History		
4.9	Episode Management		
5.0	**Service Delivery**		
5.1	Appointment Scheduling		
5.2	Appointment Check-In		
5.3	Workflow Support		
5.4	Service Documentation		
5.4.1	General Documentation		
5.4.2	Client Care / Coordination Plan		
5.5	Special Services		
5.5.1	Group Services		
5.5.2	Mobile Operations		
5.5.3	Case Management		
5.6	Client Linkage Activities		
5.7	Order Entry		
5.7.1	Laboratory		
5.8	Medication Management		
5.9	Medication Reporting		
5.10	Medical Record Management		

Item No.	DMH Function	Proposed Product Name(s)	Cross-Reference No.
5.11	Quality Management / Reporting		
6.0	**Billing**		
6.1	Billing General		
6.2	Service Entry / Charge Capture		
6.3	Charge Generation		
6.3.1	Group Services		
6.4	Charge Review		
6.5	Bill Submission / HIPAA Transactions		
6.5.1	External Payers		
6.5.2	Self Pay		
6.5.3	Client Statements		
6.5.4	Grant Billing		
6.6	Payment / Adjustment / Denial / Refund Application		
6.7	Accounts Receivable / Collections Management		
6.8	Reporting		
7.0	**Closure**		
7.1	Discharge Planning and Management		
7.2	Referral Out Tracking		
7.3	Record Retention		
7.4	Episode Closure / Record Closure		

Item No.	DMH Function	Proposed Product Name(s)	Cross-Reference No.
8.0	**Claims Administration**		
8.1	Claim Structure		
8.2	Pricing		
8.3	Payment and Adjudication		
8.4	Adjustment Processing		
8.5	Auditing and Validation		
8.6	Reporting		
8.7	Fee Schedule Maintenance		
8.8	Provider Data		
9.0	**Portals**		

5.0 PROPOSED SOFTWARE NOT MATCHED TO SPECIFIC REQUIREMENTS LISTED IN SECTION 4.0 (CORRESPONDENCE TO DMH FUNCTIONS)

If a proposed System Software Component listed in Section 2.0 (Proposed System Software) cannot be matched to a DMH function listed in Section 4.0 (Correspondence to DMH Functions) but is still proposed, complete the table in this Section 5.0.

- **Column 1 (Item No.):** Predefined Item No. Do not change.
- **Column 2 (Proposed Product Name(s))**: Provide the product name(s) of the proposed System Software Component.
- **Column 3 (Functionality):** Describe the functionality of the proposed Component.
- **Column 4 (Necessity):** Describe why the proposed System Software is not matched to specific DMH functions, but is necessary to meet the requirements of the RFP.

Item No.	Proposed Product Name(s)	Functionality	Necessity
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposer's Name: _____

RFP No: DMH-1109B2

APPENDIX B.6

PROPOSER'S TECHNICAL STAFF MINIMUM QUALIFICATIONS

Integrated Behavioral Health Information System

PROPOSER'S TECHNICAL STAFF MINIMUM QUALIFICATIONS

INSTRUCTIONS

Complete and submit all sections of this Appendix B.6, as further described below, by listing the key technical staff proposed to perform the Work described in this proposal and to meet the minimum qualifications and experience requirements set forth in Section 3.2.2 (Key Staff Qualifications) of this RFP. If necessary, add rows to the table to complete the form.

SECTION 1.0 - List proposed key technical staff by first and last name and identify proposed role.

SECTION 2.0 - Indicate **YES** or **NO** in each response column for each proposed key technical staff listed in Section 1.0.

SECTION 3.0 - Indicate **YES** or **NO** in the appropriate response column **only** for proposed technical staff listed in Section 1.0 who will perform Work listed in Section 3.0.

SECTION 4.0 - Indicate **YES** or **NO** in response column for each experienced proposed key technical staff listed in Section 1.0.

SECTION 5.0 - List each proposed technical staff role listed in Section 1.0 and describe staff responsibilities of the role.

			SECTION 2.0										SECTION 3.0				SECTION 4.0
			In accordance with Section 3.2.2.3 (Proposer's Technical Staff Minimum Qualifications), Vendor's proposed technical staff possesses a minimum of two (2) years experience within the last five (5) years in the following areas:										In accordance with Section 3.2.2.3 (Proposer's Technical Staff Minimum Qualifications), Vendor's proposed technical staff possess(es) a minimum of:				In accordance with Section 3.2.2.3 (Proposer's Technical Staff Minimum Qualifications), Vendor's proposed technical staff must possess(es):
SECTION 1.0													System Configuration	Interface Development	Database Administration	System Integration	
Item No.	Proposed Technical Staff First and Last Name	Proposed Technical Staff Role	Application Training	Business Analysis	Custom Programming Modifications	Developing Training Materials	Interface Development	Technical Training	Testing	Troubleshooting	Quality Assurance	System Configuration	Six (6) months experience supporting or implementing the proposed System	Six (6) months experience supporting or implementing the proposed System	Two (2) years of experience within the last five (5) years, with at least one (1) year experience on the proposed System in this capacity	Two (2) years of experience integrating the Components of the proposed System with other software	Prior paid experience in the applied knowledge of the laws and principles governing SDMH Medicare and Medi-Cal certification process, eligibility, claiming and billing, and payment rules.
1																	
2																	
3																	
4																	
5																	

SECTION 5.0		
Item No.	Proposed Technical Staff Role	Description of Responsibilities
1		
2		
3		
4		
5		

Proposer's Name: _____

RFP No: DMH-1109B2

APPENDIX B.7

PROPOSED PROJECT APPROACH AND SCHEDULE

Integrated Behavioral Health Information System

1.0 APPROACH

Instructions

Complete and submit all sections of this Appendix B.7 (Proposed Project Approach and Schedule), following the format below, by describing how you plan to implement each numbered Deliverable in accordance with Appendix A (Statement of Work) of this RFP. Include associated benefits of the proposed approach and schedule, identify areas of the project which constitute the highest risks and describe Proposer's approach to manage and mitigate those risks.

This form is designed to automatically expand.

Deliverable No.	Deliverable Description	Plan/Approach
1.1	Project Planning	
1.2	Contractor Staff	
1.3	Detailed Work Plan	
2.0	Project Status Reports	
3.1	Verify System Hardware Specifications	
3.2	Application Software Delivery	
3.3	Load Baseline Application Software	
3.4	Synchronize for Application and Database Replication	
4.1	Training Plan	
4.2	Training	
4.3	Training Materials	
5.0	Configure System	
6.1	Integration	
7.0	Custom Programming Modifications	
8.1	System Test Plan	
8.2	Module Tests	
8.3	Reporting Tool Tests	
8.4	System Integration Test	
8.5	System Performance Test	
9.1	Data Conversion Plan	
9.2	Data Conversion Programs	
9.3	Data Conversion Test	
9.4	Conversion	

Deliverable No.	Deliverable Description	Plan/Approach
10.1	System Cutover Plan	
10.2	Pilot Tests	
10.3	Final System Acceptance	
11.1	Close-Out Plan	
11.2	Data Files	
11.3	Claims Run-Out Services	
11.4	Audit Requests	

2.0 PROPOSED PROJECT SCHEDULE

Using Microsoft® Office Project Professional version 2003, develop and submit both a hard copy and electronic copy of the proposed Detailed Work Plan in accordance with Task 1.3 (Develop and Present Detailed Work Plan) to the Statement of Work and Section 5.7.7 (Proposer's Approach (Section C)) of this RFP and include, without limitation, the following components:

(a) SOW Tasks organized by Deliverables; and

(b) Implementation Tasks not covered by SOW.

Assume in developing the Detailed Work Plan both (i) that all required System Hardware is installed as of the Effective Date, and, (ii) for example purposes only, that Work commences on September 15, 2010.

While the commencement date of Work under the Agreement may change, the time periods set forth for completion of Deliverables in the submitted Detailed Work Plan are binding and will be used in the final Detailed Work Plan.

3.0 RELEVANT ASSUMPTIONS

Attach to this Appendix B.7 (Proposed Project Approach and Schedule) a narrative summary not to exceed five (5) pages of relevant assumptions made in determining approach and in developing the schedule requested in Section 2.0 (Proposed Project Schedule) to this Appendix B.7.

Proposer's Name: _____

RFP No: DMH-1109B2

APPENDIX C

PRICE AND SCHEDULE OF PAYMENTS

Addendum Number One
January 13, 2010

Integrated Behavioral Health Information System

Table of Contents

Instructions

SECTION I

Section I.A - System Software: Baseline Application Software

Section I.B - System Software: Third Party Software

SECTION II

Section II - System Training

SECTION III

Section III.A - Professional Services: Custom Programming Modifications

Section III.B - Professional Services: Interfaces

Section III.C - Professional Services: Fixed Price Professional Services
Part A: Other SOW Professional Services
Part B: Other Implementation Tasks

SECTION IV

Section IV - Maintenance and Support Services

SECTION V

Section V - Other Professional Services

Schedule of Payments

Total Pricing Summary Table

INSTRUCTIONS

Appendix C (Price and Schedule of Payments) contains a series of spreadsheets designed to provide a clear understanding of Proposer's pricing. Proposer shall provide a proposed fixed price for all System Software, all training, installation, other Implementation Services, and all Other Professional Services in accordance with Appendix A (Statement of Work), Appendix E (Sample Agreement) and Appendix D (Maintenance and Support Services) of this RFP. Proposals may be deemed non-responsive in the event of Proposer's failure to comply with any of the following:

- The pricing shall be inclusive of all labor, overhead, travel, equipment, materials and any other expenses required to deliver all Deliverables, products, services and other Work in accordance with Appendix A (Statement of Work) and the requirements and Specifications of the Agreement. Proposer assumes all liability for any omissions.

- Complete and provide the descriptive detail requested for each and every required section and schedule [e.g., Section I.A (System Software: Baseline Application Software), Section I.B (System Software: Third Party Software), Section II (System Training), Section III.A (Professional Services: Custom Programming Modifications), Section III.B (Professional Services: Interfaces), Section III.C (Professional Services: Fixed Price Professional Services), Section IV (Maintenance and Support Services), Section V (Other Professional Services), and Schedule of Payments].
  Note: Where a specific item does not apply, do not leave the response field blank, respond N/A (i.e., Not Applicable), and briefly explain why it is not applicable.

- Proposer shall provide all dollar amounts in a two (2) decimal format and all descriptive information in alphanumeric characters and text formats.

- All pricing shall be quoted in U.S. dollars. All applicable duties, licensing fees, taxes, transportation charges and pass-through charges shall be included in the proposed fixed price. No hidden prices or costs will be accepted.

- All price quotations shall be firm and an irrevocable offer which shall remain in full force and effect for a minimum of three hundred and ninety (390) days after the proposal submission due date set forth in Section 1.3 (RFP Timetable) of the RFP Body, or until execution by County's Board of Supervisors of any resultant Agreement, whichever occurs later.

- Formulas will automatically transfer the Total Fixed Price from each worksheet into the Total Pricing Summary Table worksheet.
  Note: Proposer **shall not** enter pricing into the Total Pricing Summary Table worksheet.

- Proposer shall expand cells, wrap text, and respond to each section, as necessary.
- Unless otherwise specified in these instructions, Proposers **shall not** alter formulas. However, Proposer may copy an existing row to insert additional row(s) as needed and in each case as necessary, only adjust the cell formula(s) specified in the table below to include the cell reference(s) of the newly inserted row(s) for the following worksheets:

Worksheet	Cell formula for:
Section I.A (System Software: Baseline Application Software)	Baseline Application Software Total Fixed Price
Section I.B (System Software: Third Party Software)	Third Party Software Total Fixed Price
Section II (System Training)	All applicable Subtotals
Section III.A (Professional Services: Custom Programming Modifications)	Custom Programming Modifications Total Fixed Price
Section III.B (Professional Services: Interfaces)	Interfaces Total Fixed Price
Section III.C (Professional Services: Fixed Price Professional Services) Part B (Other Implementation Tasks)	Fixed Price Professional Services Total Fixed Price Part B
Section IV (Maintenance and Support Services)	System Software Monthly Total
Schedule of Payments	All applicable Subtotals

- Item No. shall be a sequential number assigned by Proposer for each additional Item (e.g., row) inserted by Proposer.
- All responses shall be in cells that are unshaded. No other templates shall be accepted.
- Proposer shall review each price, including totals and subtotals, in all sections of this Appendix C to ensure that each price is included, is accurate and represents Proposer's final price.

If there is any conflict between the costs, fees and/or rates set forth in the sections and/or schedules hereto or conflicts between any schedule or section and the Total Pricing Summary Table, such conflict shall be resolved in the manner set forth in Section 5.2 (Truth and Accuracy of Representations) of this RFP.

NOTE: County will purchase System Hardware under a separate contract as set forth in Appendix B.4 (System Hardware Response) of this RFP.

SECTION I.A - SYSTEM SOFTWARE: BASELINE APPLICATION SOFTWARE

Section I.A (System Software: Baseline Application Software) shall be used to provide descriptive information and proposed fixed prices for each Component of Baseline Application Software as identified in Appendix B.5 (System Software Response) to this RFP. Provide Product Name, Options and Purpose for each applicable System Software Component. Provide the Quantity and Unit Cost for each Component to calculate the Proposed Fixed Price (e.g., Total Qty X(times) Unit Cost =(equals) Proposed Fixed Price).

Item No.	Description of each Software Component		Total Qty	Unit Cost	Proposed Fixed Price
1	Product Name			$0.00	$0.00
	Options				
	Purpose				
2	Product Name			$0.00	$0.00
	Options				
	Purpose				
3	Product Name			$0.00	$0.00
	Options				
	Purpose				
				BASELINE APPLICATION SOFTWARE TOTAL FIXED PRICE	**$0.00**

SECTION I.B - SYSTEM SOFTWARE: THIRD PARTY SOFTWARE

Section I.B (System Software: Third Party Software) shall be used to provide descriptive information and proposed fixed prices for each Component of Third Party Software as identified in Appendix B.5 (System Software Response) to this RFP. Provide a description of each applicable Third Party Software Component, including Product Name, Manufacturer and/or Licensor, Product Part & Sku No, Options and Purpose. Provide the Quantity and Unit Cost for each Component to calculate the Proposed Fixed Price (e.g., Total Qty X(times) Unit Cost =(equals) Proposed Fixed Price).

Item No.	Description of each Third Party Software Component		Total Qty	Unit Cost	Proposed Fixed Price
1	Product Name			$0.00	$0.00
	Manufacturer/Licensor				
	Product Part/Sku No.				
	Options				
	Purpose				
2	Product Name			$0.00	$0.00
	Manufacturer/Licensor				
	Product Part/Sku No.				
	Options				
	Purpose				
3	Product Name			$0.00	$0.00
	Manufacturer/Licensor				
	Product Part/Sku No.				
	Options				
	Purpose				
				THIRD PARTY SOFTWARE TOTAL FIXED PRICE	**$0.00**

SECTION II - SYSTEM TRAINING

Section II (System Training) shall be used to provide descriptive information and proposed fixed prices for each course of System Training to be provided in accordance with Task 4.0 (System Training) to Appendix A (Statement of Work), and in accordance with Appendices B.1 (Functional Requirements Response) and B.2 (Technical Requirements Response). If needed, Proposer shall enter all requested information for any other courses under Item No. 7 (Other (Recommended by Vendor)), including any training on peripheral hardware functionality (e.g., card readers, faceplates, bar code printers, etc.). For each User group listed in the Course column below, list each course provided in your training curriculum and include a brief course description and the Number of Training Days. Provide Maximum Unit Cost per Attendee to calculate the Proposed Fixed Price (e.g., Maximum County Personnel Per Course X (times), Maximum Unit Cost per Attendee = (equals) Proposed Fixed Price).

Item No.	Course Full Title and Description	No. of Training Days	Maximum County Personnel Per Course	Maximum Unit Cost Per Attendee	Proposed Fixed Price
1. SYSTEM ADMINISTRATION TRAINING					
1			2	$0.00	$0.00
2			2	$0.00	$0.00
3			2	$0.00	$0.00
				Subtotal	**$0.00**
2. DATABASE ADMINISTRATION TRAINING					
1			3	$0.00	$0.00
2			3	$0.00	$0.00
3			3	$0.00	$0.00
				Subtotal	**$0.00**
3. INTERFACE DEVELOPMENT TRAINING					
1			2	$0.00	$0.00
2			2	$0.00	$0.00
3			2	$0.00	$0.00
				Subtotal	**$0.00**
4. REPORT/QUERY WRITER TRAINING					
1			6	$0.00	$0.00
2			6	$0.00	$0.00
3			6	$0.00	$0.00
				Subtotal	**$0.00**
5. APPLICATION CONFIGURATION TRAINING					
1			20	$0.00	$0.00
2			20	$0.00	$0.00
3			20	$0.00	$0.00
				Subtotal	**$0.00**
6. APPLICATION TRAINER TRAINING					
1			27	$0.00	$0.00
2			27	$0.00	$0.00
3			27	$0.00	$0.00
				Subtotal	**$0.00**
7. OTHER (Recommended by Vendor)					
1				$0.00	$0.00
2				$0.00	$0.00
3				$0.00	$0.00
				Subtotal	**$0.00**
				SYSTEM TRAINING TOTAL FIXED PRICE (Sum of Subtotals)	**$0.00**

SECTION III.A - PROFESSIONAL SERVICES: CUSTOM PROGRAMMING MODIFICATIONS

Section III.A (Professional Services: Custom Programming Modifications) shall be used to provide proposed fixed prices for software modifications necessary to implement the proposed System Software in accordance with Task 7.0 (Develop Custom Programming Modifications) to Appendix A (Statement of Work). Describe proposed Custom Programming Modifications and provide a cross-reference to RFP Specifications. List: Appendix Name; Section, Task and/or Requirement Number. Provide a description which clearly defines the services to be provided; System Component(s) to be modified; staff classification required; and hours required. **Note:** Do not list Interfaces here.

Item No.	Provide Cross-Reference to RFP Specifications		Description		Proposed Fixed Price
	Appendix Name	Section, Task and/or Requirement No.			
1			Description of Services		$0.00
			System Component(s)		
			Staff classification required [1]		
			Hours required		
2			Description of Services		$0.00
			System Component(s)		
			Staff classification required [1]		
			Hours required		
3			Description of Services		$0.00
			System Component(s)		
			Staff classification required [1]		
			Hours required		
CUSTOM PROGRAMMING MODIFICATIONS TOTAL FIXED PRICE					**$0.00**

[1] Each Staff classification required shall be payable at the hourly labor rate set forth in Section V (Other Professional Services) of this Appendix C (Price and Schedule of Payments).

SECTION III.B - PROFESSIONAL SERVICES: INTERFACES

Section III.B (Professional Services: Interfaces) shall be used to provide proposed fixed prices for Interfaces necessary to implement the proposed System Software in accordance with Task 6.0 (Integration) to Appendix A (Statement of Work). Describe proposed Interfaces to RFP Specifications. List: Appendix Name; Section, Task and/or Requirement Number. Provide a description which clearly defines the services to be provided; System Component(s) to be Interfaced; staff classification required; and hours required.

Item No.	Provide Cross-Reference to RFP Specifications		Description		Proposed Fixed Price
	Appendix Name	Section, Task and/or Requirement No.			
1			Description of Services		$0.00
			System Component(s)		
			Staff classification required [1]		
			Hours required		
2			Description of Services		$0.00
			System Component(s)		
			Staff classification required [1]		
			Hours required		
3			Description of Services		$0.00
			System Component(s)		
			Staff classification required [1]		
			Hours required		
				INTERFACES TOTAL FIXED PRICE	**$0.00**

[1] Each Staff classification required shall be payable at the hourly labor rate set forth in Section V (Other Professional Services) of this Appendix C (Price and Schedule of Payments).

SECTION III.C - PROFESSIONAL SERVICES: FIXED PRICE PROFESSIONAL SERVICES

Part A of Section III.C (Professional Services: Fixed Price Professional Services) shall be used to provide proposed fixed prices for all professional services, except as otherwise already covered in the sections hereof, required to implement the proposed System Software in accordance with Appendix A (Statement of Work).
Note: Grayed boxes are excluded as payment points within this Section III.C as the proposed fixed price is provided in other sections of this Appendix C.

Part A: Other SOW Professional Services	Proposed Fixed Price
SOW 1.0 - Project Planning	
Deliverable 1.1 - Project Planning	**$0.00**
Deliverable 1.2 - Contractor Staff	**$0.00**
Deliverable 1.3 - Detailed Work Plan	**$0.00**
SOW 2.0 - Project Status Report	
Deliverable 2.0 - Project Status Reports	**$0.00**
SOW 3.0 - Verify System Hardware, Deliver and Load Software	
Deliverable 3.1 - Verify System Hardware Specifications	**$0.00**
Deliverable 3.2 - Application Software Delivery	**$0.00**
Deliverable 3.3 - Load Baseline Application Software	**$0.00**
Deliverable 3.4 - Synchronize for Application and Database Replication	**$0.00**
SOW 4.0 - System Training	
Deliverable 4.1 - Training Plan	**$0.00**
Deliverable 4.2 - Training	
Deliverable 4.3 - Training Materials	**$0.00**
SOW 5.0 - Configure System	
Deliverable 5.0 - Configure System	**$0.00**
SOW 6.0 - Integration	
Deliverable 6.1 - Integration	

SECTION III.C - PROFESSIONAL SERVICES: FIXED PRICE PROFESSIONAL SERVICES

Part A: Other SOW Professional Services	Proposed Fixed Price
SOW 7.0 - Develop Custom Programming Modifications	
Deliverable 7.0 - Custom Programming Modifications	
SOW 8.0 - System Tests	
Deliverable 8.1 - System Test Plan	**$0.00**
Deliverable 8.2 - Module Tests	**$0.00**
Deliverable 8.3 - Reporting Tool Tests	**$0.00**
Deliverable 8.4 - System Integration Test	**$0.00**
Deliverable 8.5 - System Performance Test	**$0.00**
SOW 9.0 - Data Conversion	
Deliverable 9.1 - Data Conversion Plan	**$0.00**
Deliverable 9.2 - Data Conversion Programs	**$0.00**
Deliverable 9.3 - Data Conversion Test	**$0.00**
Deliverable 9.4 - Conversion	**$0.00**
SOW 10.0 - System Cutover	
Deliverable 10.1 - System Cutover Plan	**$0.00**
Deliverable 10.2 - Pilot Tests	**$0.00**
Deliverable 10.3 - Final System Acceptance	**$0.00**
SOW 11.0 - System Close-Out/Shut-Down (2)	
Deliverable 11.1 - Close Out Plan	
Deliverable 11.2 - Data Files	
Deliverable 11.3 - Claims Run-Out Services	
Deliverable 11.4 - Audit Requests	
FIXED PRICE PROFESSIONAL SERVICES TOTAL FIXED PRICE PART A	**$0.00**

SECTION III.C - PROFESSIONAL SERVICES: FIXED PRICE PROFESSIONAL SERVICES

Part B shall be used to provide any implementation Tasks not identified in Appendix A (Statement of Work), but required in accordance with the instructions of this Appendix C. Provide a description which clearly defines the services to be provided; staff classification required; and hours required.

Part B: Other Implementation Tasks			
Item No.	**Description**		**Proposed Fixed Price**
1	Description of Services		$0.00
	Staff classification required		
	Hours required		
2	Description of Services		$0.00
	Staff classification required		
	Hours required		
		FIXED PRICE PROFESSIONAL SERVICES TOTAL FIXED PRICE PART B	**$0.00**
		FIXED PRICE PROFESSIONAL SERVICES TOTAL FIXED PRICE PART (A & B)	**$0.00**

(2) Deliverables 11.1 through 11.4 shall be payable at the hourly labor rate set forth in Section V (Other Professional Services) of this Appendix C and in accordance with Paragraph 35.2 (Transition Services) of Appendix E (Sample Agreement) of this RFP.

SECTION IV - MAINTENANCE AND SUPPORT SERVICES

Section IV (Maintenance and Support Services) shall be used to provide fixed price monthly fees and fixed price total annual fees for Maintenance and Support Services as set forth in Appendix D (Maintenance and Support Services) and in accordance with Paragraph 4.4 (Maintenance and Support Services) to Appendix E (Sample Agreement). Provide the monthly Maintenance and Support Fee for each item listed to calculate the Maximum Total Sum (e.g., System Software Monthly Total X (times) duration of Term (in months) = System Software Annual Total. Maximum Total Sum = The Sum of System Software Annual Totals).

MONTHLY MAINTENANCE AND SUPPORT FEES

Item No.	Software Component Product Name from Sections I.A (System Software: Baseline Application Software) and I.B (System Software: Third Party Software)	Initial Term (Years 1 - 7)	First Option (Year 8)	Second Option (Year 9)	Third Option (Year 10)	Month-to-Month (Year 11)
1		$0.00	$0.00	$0.00	$0.00	$0.00
2		$0.00	$0.00	$0.00	$0.00	$0.00
3		$0.00	$0.00	$0.00	$0.00	$0.00
4		$0.00	$0.00	$0.00	$0.00	$0.00
5		$0.00	$0.00	$0.00	$0.00	$0.00
6		$0.00	$0.00	$0.00	$0.00	$0.00
7		$0.00	$0.00	$0.00	$0.00	$0.00
8		$0.00	$0.00	$0.00	$0.00	$0.00
9		$0.00	$0.00	$0.00	$0.00	$0.00
10		$0.00	$0.00	$0.00	$0.00	$0.00
11		$0.00	$0.00	$0.00	$0.00	$0.00
12		$0.00	$0.00	$0.00	$0.00	$0.00
13		$0.00	$0.00	$0.00	$0.00	$0.00
14		$0.00	$0.00	$0.00	$0.00	$0.00
	SYSTEM SOFTWARE MONTHLY TOTAL	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	SYSTEM SOFTWARE ANNUAL TOTAL	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

MAXIMUM TOTAL FIXED PRICE: $0.00

SECTION V - OTHER PROFESSIONAL SERVICES

Section V (Other Professional Services) shall be used to provide proposed fixed labor rates to be used for invoicing Other Professional Services in accordance with Paragraph 4.5 (Other Professional Services) and Paragraph 35.2 (Transition Services) of Appendix E (Sample Agreement) of this RFP. Add rows to the table as necessary to include Other Personnel.

Proposed Fixed Labor Rates are as follows:

Item No.	Job Title or Classification	Hourly Labor Rate
1	Project Manager	$0.00
2	Trainers	$0.00
3	Application Programming Support Resource	$0.00
4	Interface Developer	$0.00
5	Software Developer	$0.00
6	*Other Personnel not listed above:* [3]	
	A.	$0.00
	B.	$0.00

[3] Other Personnel not listed above includes other categories of developers or trainers not identified above.

SCHEDULE OF PAYMENTS

This Schedule of Payments shall be used to provide a comprehensive schedule of fixed prices for each Task or Deliverable as set forth in Appendix A (Statement of Work) of this RFP. Each payment item on this schedule shall have a corresponding entry in one of the other Sections of this Appendix C and all payment items appearing elsewhere in this Appendix C shall appear in this Schedule of Payments. With the exception of items listed in Sections IV (Maintenance and Support Services) and V (Other Professional Services), all payment items shall have an associated Task or Deliverable representing the Task or Deliverable by which the referenced item will be completed or System Software will be installed and in each case Accepted and subsequently invoiced to the County.

Schedule of Payments Item No.	Other Section Reference		Title of Payment Item	Proposed Task or Deliverable for Completion (Reference SOW)	Proposed Fixed Price
	Section	Item No.			
1					$0.00
2					$0.00
				Subtotal Task 1.0 - Project Planning	**$0.00**
1					$0.00
2					$0.00
				Subtotal Task 2.0 - Project Status Reports	**$0.00**
1					$0.00
2					$0.00
				Subtotal Task 3.0 - Verify System Hardware, Deliver and Load Software	**$0.00**
1					$0.00
2					$0.00
				Subtotal Task 4.0 - System Training	**$0.00**
1					$0.00
2					$0.00
				Subtotal Task 5.0 - Configure System	**$0.00**
1					$0.00
2					$0.00
				Subtotal Task 6.0 - Integration	**$0.00**
1					$0.00
2					$0.00
				Subtotal Task 7.0 - Develop Custom Programming Modifications	**$0.00**
1					$0.00
2					$0.00
				Subtotal Task 8.0 - System Tests	**$0.00**
1					$0.00
2					$0.00
				Subtotal Task 9.0 - Data Conversion	**$0.00**
1					$0.00
2					$0.00
				Subtotal Task 10.0 - System Cutover	**$0.00**
				Subtotal Task 11.0 - System Close-Out /Shut-Down [(4)]	
				TOTAL SCHEDULE OF PAYMENTS	**$0.00**

[(4)] Task 11.0 shall be payable at the hourly labor rate set forth in Section V (Other Professional Services) of this Appendix C and in accordance with Paragraph 35.2 (Transition Services) of Appendix E (Sample Agreement) of this RFP.

TOTAL PRICING SUMMARY TABLE

Formulas will automatically transfer the Total Fixed Price from each worksheet into this Total Pricing Summary Table. Proposer **shall not** enter pricing into this Total Pricing Summary Table. Proposer is responsible for ensuring that all prices in previous sections of this Appendix C are accurate and that the Total Fixed Price represents Proposer's final price.

Section	Category	Total Fixed Price
I	System Software	
I.A	System Software: Baseline Application Software	$0.00
I.B	System Software: Third Party Software	$0.00
II	System Training	$0.00
III	Professional Services	
III.A	Professional Services: Custom Programming Modifications	$0.00
III.B	Professional Services: Interfaces	$0.00
III.C	Professional Services: Fixed Price Professional Services Part (A & B)	$0.00
	SUB-TOTAL	$0.00
IV	Maintenance and Support Services	$0.00
V	Other Professional Services	
	TOTAL FIXED PRICE (Sub-Total + Section IV)	$0.00

APPENDIX D

MAINTENANCE AND SUPPORT SERVICES

Integrated Behavioral Health Information System

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I. INTRODUCTION

Capitalized terms used in this Appendix D without definition herein shall have the meanings given to such terms in the body of Appendix E (Sample Agreement), Appendix A (Statement of Work) or Appendix F (Glossary).

II. SYSTEM MAINTENANCE

Throughout the Term of the Agreement, Contractor shall provide Maintenance and Support Services for the System from Contractor's business premises and/or from County Facilities as further set forth below, twenty-four (24) hours per day, seven (7) days per week. County Staff must have the ability to submit a service request twenty-four (24) hours per day, seven (7) days per week for Maintenance and Support Services in person, via telephone, pager, facsimile, mail, electronic mail (e-mail) or any other reasonable means. Maintenance and Support Services shall include Contractor performing all Work outlined in this Appendix D, which Work shall be provided at no additional cost beyond the Maintenance and Support Fees expressly set forth in the Agreement:

A. General

(1) Maintenance and Support Services shall commence in accordance with Paragraph 4.4 (Maintenance and Support Services) of the Agreement and shall continue for the Term hereof, if so elected by County. Contractor shall support all System Software in the version(s) and architecture then-existing as of the Effective Date including System Software at County's Data Center and County's Local Recovery Center. As new releases of the System Software are introduced, Contractor shall support at least the most recent and prior two (2) major version releases for the Term of this Agreement.

(2) For Maintenance and Support Services, County's primary contacts shall be the County's Project Manager and County Staff who have been delegated responsibility for each major Component or group of Components of the System. Once identified, County shall notify Contractor within a reasonable time of any change to the identified Maintenance and Support Services contacts for County.

(3) County will provide Contractor with information and assistance reasonably requested by Contractor as necessary to detect, simulate and correct any Deficiency or other failure of the System to operate in accordance with Specifications. Notwithstanding the foregoing, without limiting County's rights pursuant to Paragraph 36 (Notice of Delays) of the Agreement and regardless of the level of assistance provided by County, Contractor is solely responsible for timely correction of all Deficiencies in accordance with Section II.D (Corrective Maintenance) of this Appendix D.

(4) Contractor shall provide County with revised System Software, related Documentation and, if necessary, modified procedures, to correct any failure of the System to operate in accordance with Specifications.

(5) Contractor shall provide System Software modifications, Updates, Enhancements, corrections, security and application patches, fixes, improvements, and new releases, including without limitation all generally

available commercial releases and Updates of any System Software (collectively, "Enhancements") to County on a regular basis and promptly after Contractor's creation or receipt thereof. For the avoidance of doubt, Enhancements include Updates, improvements, fixes, security patches, and new version releases as to all Third Party Software. Contractor shall furthermore certify that all Enhancements are compatible with the System prior to their installation in Production Use.

(6) Contractor shall create and provide all necessary Updates to Application Software to keep current with County technology and security standards, as well as industry standards in accordance with this Appendix D. Without limiting the other provisions of this Agreement, such Updates shall be provided to County at least once every year unless otherwise agreed upon by County and Contractor. County shall notify Contractor in writing within forty-five (45) days of the adoption or modification of any County technology or security standard affecting the Application Software. Any required Updates in respect of such new technology standards shall be provided within a reasonable time, but not more than one (1) year after the County's notice to Contractor regarding the adoption thereof.

Except to the extent otherwise approved in writing by County's Project Manager, Contractor shall notify County of all such Updates to the Application Software prior to the anticipated installation date. Contractor's provision of such Updates to the Application Software shall be at no additional cost to County beyond the Maintenance and Support Fees.

(7) Contractor will provide current, comprehensive Documentation for all System Software in printable electronic format. Contractor shall maintain all Documentation for Application Software so as to include all Enhancements and procedural changes, ensuring that it is up-to-date and available at all times throughout the Term. Contractor shall update and disseminate Documentation simultaneous with the delivery to County of any Enhancement or addition to the System or change in applicable procedure.

(8) Contractor will provide appropriate training for application support staff and System administration staff for annual Updates, major software releases or any other System Enhancement that involves significant new or different functionality or procedures.

(9) In the event that a Third Party Software vendor changes its licensing structure in a subsequent product version in a manner changing the number of required licenses (e.g., concurrent Users becomes named Users), Contractor shall promptly provide licenses sufficient to provide County with the same level of use that County enjoyed under the previous licensing structure at no additional cost to County.

(10) In the event of any security problem(s) (e.g., discovery of "back door", database or other Application Software vulnerabilities, or other intrusion-related problems) relating to System Software, whether identified by Contractor, County or a third party, Contractor shall work with County

and third parties, as appropriate, to identify such vulnerabilities, coordinate resolution and promptly validate any required System patches, unless otherwise agreed by County as specified herein.

(11) Contractor shall provide all Maintenance and Support Services for Third Party Software that is part of the System Software, including for avoidance of doubt, all Updates and other Enhancements, regardless of whether the license to such Third Party Software is obtained through Contractor or through an extension of an existing County license with such Third Party Software provider. Third Party Software versions installed as part of the System shall be a version currently supported by the Third Party Software vendor.

(12) In the event it is determined by County, Contractor or a third party that any Update is required in order to maintain support from the Third Party Software vendor or to maintain compatibility with the Application Software or operating system, Contractor, at no additional cost to County, shall provide County with an automated Workaround (as defined in Section II.D(3)(e)) to protect the integrity of the Application Software and related data until such time as the Deficiency is corrected. For avoidance of doubt, Compatibility issues with Third Party Software will be subject to Section II.D (Corrective Maintenance).

(13) Contractor shall provide Maintenance and Support Services for Custom Programming Modifications (including for avoidance of doubt all report designs), Interfaces and Conversions provided by Contractor (including Updates to all of the foregoing), and all other Work required to maintain compatibility of data, reports, Interfaces, Conversions and other Custom Programming Modifications with any Enhancements provided in accordance with this Agreement, in each case at no additional cost to County.

(14) Any Updates or Enhancements required in order for the System Software to remain compliant with applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to County operations, including without limitation MHSA Capital Facilities and Technological Needs Guidelines and regulations issued by Federal agencies including but not limited to the IRS, CMS, FDA, HHS, FTC and DOD, shall be provided to County at no additional cost to County over the monthly Maintenance and Support Fees set forth in Appendix C. Any such required Updates or Enhancements shall be limited to the functionality of the System Software.

(15) For avoidance of doubt, Contractor will be expected to and agrees to respond and reasonably assist County when there are System problems which may or may not be the direct fault of Contractor at no additional cost to County. These possible problems include without limitation, potential incompatibilities or security related problems that may arise due to

hardware, software or other product integration issues, and may impact System performance.

(16) For use in responding to County's maintenance and service requests, Contractor shall maintain an automated Service Request Tracking System (SRTS) with a description of each service request, response, and status. Contractor shall regularly review and update all open service requests and follow up on unresolved issues. Contractor will provide County "read only" access to the SRTS for County's separate review of all open and closed County service requests. Each service request shall be detailed in an Internet accessible service request report, in an exportable format agreed upon by County, and shall include the following information:

(a) Identification Number: An automatically assigned unique identification number, which shall be used to track, document and respond to inquiries relating to a specific service request;

(b) Date and Time: The date and time the service request was initiated, which shall be used to document and/or monitor overall response and resolution time;

(c) Person Initiating Service Request: The name, title and telephone number of the person initiating the service request, who shall be the primary point of contact used for inquiries regarding the request, unless otherwise assigned by County's Project Manager;

(d) Call Taker: Name of Contractor personnel taking the call or first receiving an electronically submitted service request;

(e) Contractor Employee Currently Assigned: The name and title of the Contractor employee currently managing the resolution;

(f) Location: Facility and/or Program information where the problem occurred;

(g) Problem Priority Level: (as indicated by the reporting County Staff and further defined in Section II.D(3) and in Section 1.9.1 of the Statement of Work);

(h) Reference Number: A County assigned reference number, if applicable;

(i) Service Request Description: A detailed description of the problem or Deficiency encountered or service requested;

(j) Attached Documentation: The identification or description of, and if available, copies of, documentation submitted by County with the service request to clarify the request, including screen prints, logs, report samples, etc.;

(k) Service Request Type: The service request type (e.g., software change, Deficiency, report request, etc.), as assigned by County, categorizes and specifies the type of request;

(l) Service Request Subtype: The service request subtype (e.g., specific function to be changed, specific function that is deficient, type of report change requested, etc.), as assigned by County, as a subcategory of the Service Request Type defined above in Section II.A(16)(k) of this Appendix D;

(m) Resolution Description: The Contractor's analysis of the problem, and the proposed resolution (e.g., Update or other Enhancement);

(n) Resolution Activity: The Contractor's resolution activities and activity dates to monitor resolution time (e.g., description of calls to and from Contractor and County, referrals to Contractor's staff for correction or investigation, referrals to Third Party Software vendor, coordination of Update or Enhancement releases, validation of correction prior to release to County, etc.);

(o) Estimated Fix Date: The estimated date for Contractor to complete the service request;

(p) Correction Applied Date: The date Contractor applied the correction; and

(q) Resolution Status: The current status of the service request (e.g., open or closed).

(17) Contractor shall maintain a historical knowledge base of application related problems to identify patterns and facilitate timely resolution.

(18) Contractor shall make available technically qualified personnel (i.e., a help desk) to respond by telephone to all reasonable questions by County relating to the System during the Working Day. Contractor personnel shall document all such calls for assistance from County personnel in the SRTS referenced in Section II.A(16) above. Without limiting Contractor's obligations in respect of e-mail, web, facsimile, and other support media, such telephone support shall be provided via a toll-free telephone number, and for ninety-five percent (95%) of all telephone calls from County to Contractor, County Staff shall not be kept on hold for more than two (2) minutes awaiting the initial substantive conversation with a Contractor help desk employee regarding the details of the service request. If the inquiry cannot immediately be resolved with an available, qualified Contractor technician, for calls of Level II, III or IV Priority (as defined in Section II.D (3)), a qualified Contractor technician shall return the telephone inquiry within one (1) Working Day. At County's option, County may also submit System-related questions of Level II, III, or IV Priority (as defined in Section II.D(3)) to Contractor via e-mail or on Contractor's web site, and a qualified Contractor technician shall respond to the inquiry within one (1) Working Day.

Without limiting the foregoing obligations and to avoid disruption to the provision of care to County's clients, Contractor shall make available technically qualified personnel and shall include for escalation purposes

access to technical management personnel all of whom shall respond by telephone to Level I Priority (as defined in Section II.D (3)), twenty-four (24) hours per day, seven (7) days per week.

First level Contractor points of contact for Maintenance and Support Services through the help desk, including without limitation as further set forth in Sections II.A(16) and this item (18) as noted below, shall be as follows:

Web Site: _____

Telephone: _____

Email: _____

Fax: _____

(19) Should Contractor determine that County personnel are consistently inquiring about non-Deficiency related matters, based upon references in the Documentation, or consistently miscategorizing the Priority Level of reported issues, Contractor shall promptly contact County's Project Manager and the parties shall, in good faith, cooperate in an effort to avoid or reduce inquiries with respect to such matters. In the event that the Parties are unable to reach agreement, the issues shall be addressed pursuant to the procedures set forth in Paragraph 59 (Dispute Resolution Procedure) of the Agreement.

(20) In the event that an issue requiring Corrective Maintenance (as defined below) is not remedied by Contractor in an expedient manner, County's Project Manager or his/her designee, in County's sole judgment, may escalate the Corrective Maintenance issue within Contractor's service management levels and, if necessary, application or contract management levels. Contractor shall provide County with a complete organizational chart for all Contractor personnel in the escalation hierarchy or otherwise involved in the provision of Maintenance and Support Services Work hereunder. The organizational chart shall include staff name, position, telephone and e-mail address. Contractor shall provide County with an updated organizational chart as support or management changes occur.

B. <u>Remote Access and On-Site Support</u>

(1) County shall provide appropriate access through its network by which Contractor may, in each case with the prior express permission of County's Project Manager or his/her designee, remotely access the System for the purpose of remote diagnostics and support. Contractor shall furthermore provide any required on-site support, as reasonably determined by County, to ensure timely Maintenance and Support Services. Contractor shall be responsible for all costs and expenses, including travel expenses, incurred in the provision of on-site support.

(2) Contractor agrees that the System Software (including all Documentation and all Enhancements, and otherwise as required pursuant to this

Agreement) shall be fully delivered in electronic form. County agrees to facilitate electronic delivery of System Software by: (a) providing secure authorized access to upload facilities to designated Contractor technical staff responsible for delivering such software electronically; (b) providing appropriate high-speed internet connectivity; (c) providing a method to back-up and recover such software; and (d) providing or acquiring other items or services reasonably required, as determined by County's Project Manager, to assure such software delivered is adequately protected and readily available in a timely manner for testing and implementation processes. Except to the extent otherwise agreed by County's Project Manager in advance in writing, Contractor shall not deliver or provide any System Software or related Documentation or training materials other than in electronic form, whether in print, on tangible electronic media or otherwise. Failure by County to reject any such items shall not be construed as Acceptance by County or as completed delivery by Contractor.

C. Preventive Maintenance

(1) County and Contractor shall collaborate to schedule and provide continual preventative maintenance for the System to ensure that the System and all Components thereof are functioning in accordance with this Agreement. Such preventative maintenance Tasks shall include, but are not limited to the following:

(a) Updates for Application Software, Interfaces and other System Software;

(b) Application communication configuration for System Software; and

(c) Review of error and other logs to ensure any required Corrective Maintenance is anticipated to the extent possible and in any event timely detected and performed.

(2) Contractor shall use their best efforts to assure unscheduled preventive maintenance shall not disrupt System functioning in accordance with this Agreement, however, County recognizes that regularly scheduled routine preventive maintenance may be required which will require scheduled System downtime. Contractor agrees that the combined System unavailability due to such routine scheduled maintenance shall not exceed an average of four (4) hours per month and not more than six (6) hours in any single month during any calendar month. Any excess scheduled downtime not agreed in writing in advance by County in accordance with this Section, or pursuant to Section V as to non-routine maintenance, shall be treated as Downtime in accordance with Section V.A.

(3) Contractor shall develop and maintain an electronic preventive maintenance checklist, mutually agreed upon between County and Contractor. This checklist will document vendor preventive maintenance activities, relevant dates and preventive maintenance results on a schedule

mutually agreed upon between County and Contractor. Contractor shall make available to County a complete electronic repository of these preventive checklists (including for avoidance of doubt records of all prior preventive maintenance activity).

(4) Contractor shall maintain compatibility of the System Software with new hardware, firmware, operating system software versions, database software versions, Third Party Software and configurations. Contractor shall provide quality assurance, testing processes and Corrective Maintenance in collaboration with County Staff to ensure any Custom Program Modification or Enhancement is suitable for release.

(5) Contractor at County's request shall participate in monthly planning and technical conference call meetings to coordinate preventive maintenance activities with County's Data Center and Local Recovery Center staff and County technical staff responsible for technical System support and maintenance. Preventive maintenance by Contractor shall also include without limitation reasonable testing and problem resolution activities related to the installation of patches or fixes to operating system and database software (including any required Corrective Maintenance) .

Contractor shall work collaboratively with County in performing preventive maintenance of the System Hardware, operating system and database management system. Contractor shall provide consultation as appropriate for the support, testing, training and deployment of databases and database changes, for preproduction and Production Use in all environments as County deems necessary.

D. Corrective Maintenance

(1) As part of Maintenance and Support Services, Contractor shall perform corrective maintenance to correct any failure of System and to remedy all Deficiencies (collectively, "Corrective Maintenance") such that the System will operate in full accordance with the Specifications and/or to restore County to normal business operations in the event of any disruption.

(2) In the event that a need for Corrective Maintenance by Contractor is discovered by County before Contractor's discovery thereof, County will notify Contractor of the need for Corrective Maintenance. In the event that Contractor discovers the need for Corrective Maintenance on any Component of the System, Contractor will notify County of such discovery immediately. Contractor shall utilize the SRTS described in Section II.A(16) to log, track, maintain and report all Corrective Maintenance performed as it pertains to its respective incident.

(3) County's Project Manager or his/her designee, in such person's sole judgment, will determine the severity level of an error, malfunction or other Deficiency and designate it as Level I, Level II, Level III, or Level IV Priority, as defined below (and further subject to modification pursuant to Section II.D(4) or Section II.D(8)):

(a) "Level I Priority" means an error, malfunction or other Deficiency, which significantly impairs County's normal business operations (e.g., compromises patient safety, patient care, administrative or claims processing operations). By way of example and without limitation, this includes a Deficiency that causes the Application Software or any Component thereof to halt processing or is causing data integrity failures, problems or issues, and in each case for which no reasonable Workaround is currently developed, implemented and Accepted.

(b) "Level II Priority" means an error, malfunction or other Deficiency, which causes substantial inconsistencies or irregularities, but does not significantly impair County's normal business operations and for which no reasonable Workaround is currently developed, implemented and Accepted. By way of example and without limitation, Level II Priority includes a Deficiency that is deterring Users from meeting regular schedules (in a manner not rising to the level of significantly impairing County's business operations), and fails to meet the applicable Response Time Requirements (as set forth in Schedule D.1 (Response Time Requirements)) by fifty percent (50%) or more, but not so much as to render the System materially unusable.

(c) "Level III Priority" means an error, malfunction or other Deficiency, previously classified as a Level I or Level II, for which a Workaround has been implemented and Accepted, but such error or malfunction is continuing to persist. Level III Priority additionally includes any deviation from applicable Response Time Requirements of less than fifty percent (50%).

(d) "Level IV Priority" means an error, malfunction or Deficiency, regardless if a Workaround exists, which has little or no consequence on County's normal business operations.

(e) "Workaround" means, for purposes of this Appendix D, an alternative System procedure made available by Contractor to County to provide alternative functional operation so as to render a Deficiency categorized as a Level I or Level II Priority to be classified as a Level III Priority by causing it to no longer significantly impair County's normal business operations or cause substantial inconsistencies or irregularities. For avoidance of doubt, the determination of whether any proposed or actual Corrective Maintenance comprises a Workaround or final resolution of the applicable Deficiency shall be at the sole discretion of County's Project Director.

(4) Upon the second and subsequent recurrence of the same Deficiency within any three (3) month period, such Deficiency shall be escalated one level in priority and such recurrence added to the historical knowledge base as set

forth in Section II.A(17). By way of example, a Level III Priority Deficiency that recurs within thirty (30) days following the prior occurrence shall be treated on the second occurrence as a Level II Priority; provided, however, that those Deficiencies which by their nature are repeated on numerous occasions shall not be escalated in such manner unless either the Deficiency itself or the nature of the effect on County's business operations changes, cumulatively or otherwise, in the judgment of County's Project Manager.

(5) Contractor shall provide Corrective Maintenance in accordance with this Section II.D, as described below. The time periods described shall begin with the earlier of first contact by County or first discovery by Contractor for Level I Priority issues. For issues of Level II Priority, Level III Priority, and Level IV Priority, if the first contact by County or discovery by Contractor is not during the Working Day, the time period shall begin at the start of the next Working Day; otherwise it shall occur at the first contact by County.

(a) For Level I Priority Deficiencies, Contractor shall provide action directed towards resolution within one (1) hour of first contact by County regarding or discovery by Contractor of such Deficiency, and use continuous best effort until the problem is resolved. If not corrected or if a reasonable Workaround is not provided within four (4) hours, then without limiting County's other rights or remedies hereunder, Service Credits may be applied pursuant to Section VI (Service Credits) of this Appendix D.

(b) For Level II Priority Deficiencies, Contractor shall provide ongoing and diligent action to correct the failure of System to operate in accordance with Specifications. If not corrected or if a reasonable Workaround is not provided within twenty-four (24) hours of first contact by County regarding or discovery by Contractor of such Deficiency, then without limiting County's other rights or remedies hereunder, Service Credits may be applied pursuant to Section VI (Service Credits) of this Appendix D.

(c) For Level III Priority Deficiencies, Contractor shall provide ongoing and diligent action to correct the failure of System to operate in accordance with Specifications. If not corrected within seventy-two (72) hours of first contact by County regarding or discovery by Contractor of such Deficiency, then without limiting County's other rights or remedies hereunder, Service Credits may be applied pursuant to Section VI (Service Credits) of this Appendix D.

(d) For Level IV Priority Deficiencies, commencing with first contact by County regarding or discovery by Contractor of such Deficiency, Contractor shall provide ongoing and diligent action to correct the failure of System to operate in accordance with Specifications. If not corrected within a reasonable and agreed-upon time period, then without limiting County's other rights or remedies hereunder,

withholds may be applied in respect of such failure pursuant to Paragraph 8.7 (County's Right to Withhold Payments) of the Agreement.

(6) County will install and test proposed corrections to Deficiencies in accordance with its procedure for installing and testing System Updates. Updates shall operate in Production Use for not less than fifteen (15) days without recurrence of the Deficiency in question prior to any Acceptance (or effectiveness thereof) of such Update.

(7) Contractor shall not deem closed or remedied a reported Deficiency until the root cause is documented and the County has Accepted a correction in accordance herewith.

(8) County, in its sole discretion, may escalate or downgrade the severity level of a Deficiency (provided that, if escalated, the Deficiency meets the requirement of the new level so selected as set forth in Section II.D(3), or the escalation is otherwise expressly provided for in this Section II. D). At the time the Deficiency is escalated or downgraded, upon notification of Contractor of such change in severity level, a new appropriate timeline will be applied for resolution of such Deficiency in accordance with this Section II.D.

III. COUNTY RESPONSIBILITIES

A. County shall identify County Staff authorized to initiate service requests. County will notify Contractor in writing of all authorized personnel.

B. County shall be responsible for determining the severity level assigned to each service request or Deficiency discovered by County or Contractor. Without limiting Contractor's obligations in respect of Deficiencies discovered by Contractor, County shall be responsible for initiating service requests by contacting Contractor in accordance with Section II (System Maintenance) of this Appendix D for any County-discovered Deficiencies.

C. After the completion of the requested Work, County's Project Manager or his/her designee shall be solely responsible for approval of Work provided in response to service requests.

IV. SYSTEM PERFORMANCE REQUIREMENTS

The Response Time Requirements set forth in Schedule D.1 (Response Time Requirements) to this Appendix D specify the minimum performance requirements for the System Software Components of the IBHIS System, which without limiting Contractor's obligations will be monitored by County during the term of this Agreement. For purposes of this Appendix D and this Agreement generally, the System's failure to meet the System Performance Requirements constitutes a Deficiency (collectively for the purpose of this Appendix D, a "Response Time Deficiency"). Without limiting Contractor's other

obligations hereunder, subject to, and in accordance with, Paragraph 9.8 (Response Time Warranty) of the Agreement, Contractor shall correct all Response Time Deficiencies.

Schedule D.1 (Response Time Requirements) to this Appendix D describes each System Performance Requirements category, the definition of each category, the minimum performance level and method of performance measurement.

A. Contractor will assist County in troubleshooting the problems and determining the root cause of any failure of System Hardware (including network infrastructure) to comply with the Specifications or Contractor or the System to otherwise fail to meet the System Performance Requirements hereof. The Service Credits listed in the Agreement will only be assessed in cases in which the System Software suffers a Deficiency or Contractor is otherwise determined by County in its reasonable discretion to be at fault or in which the Contractor's recommended System Hardware configuration as set forth in Appendix B.4 (System Hardware Response) proves inadequate.

B. Contractor shall provide County with Response Time measurement program(s) (hereafter "Measurement Tools") capable of directly and accurately making all measurements relevant to the Response Time performance levels set forth in this Appendix D, including but not limited to those described in Schedule D.1 (Response Time Requirements). The methodology employed by such tool(s) shall be consistent with that set forth in Sections IV.D and IV.F.

C. County may independently measure System Response Time performance at any time using the Measurement Tools or other reasonable means. Without limiting County's right to independently measure System performance, County may, from time to time, request that Contractor use the Measurement Tools to evaluate and report System performance relative to the System Performance Requirements set forth herein. Contractor shall so evaluate and report on System performance in accordance with a monitoring plan mutually agreed between County's Project Manager and Contractor's Project Manager pursuant to the County's request.

D. Except as otherwise set forth in Section IV. F for Transaction Processing Response Time, the Response Time for a particular operation means the elapsed time for any such operation as measured from the commencement or launch of such functionality until its completion, as evidenced by the completed System response. Response Time measurement for the System will begin concurrent with Task 8.5 (Conduct System Performance Test) of the Statement of Work.

E. If Contractor recommends an Update, repair or replacement of any Component of the System in order to remedy a Response Time Deficiency, County shall make such Update, repair or replacement in accordance with Contractor's recommendation. The cost of such System alteration shall be allocated in accordance with Paragraph 9.8 (Response Time Warranty) of the Agreement.

F. "Transaction Processing Response Time" for the purpose of this Appendix D and Response Time measurement shall be defined as the time period commencing when a request is received by the IBHIS intranet web server, continuing while processed by the Application Software and database servers, up through sending

the result to the intranet web server, and completing when the transaction results are sent from the IBHIS intranet web server back to the User. Without limiting the foregoing, Transaction Processing Response Time includes any business requirement processing, calculations, User interface preparation, communication between the web, application, and database servers (within the IBHIS dedicated server network), and database activity.

G. Notwithstanding any of the foregoing, on the date six (6) months before the third anniversary of the date of Final System Acceptance (for avoidance of doubt, the date of County's execution of the applicable Task/Deliverable Acceptance Certificate), and again every three (3) years from the date thereof, or such other date as mutually agreed by the Parties, not more often than every third (3rd) calendar year, Contractor and County shall meet and confer to consider whether to adopt new System Hardware Specifications in light of County's transaction volumes, changes to the System Software, advances in computer hardware and/or software, and/or changes in hardware or software requirements of broad applicability within County or DMH. Upon reaching any agreement to change the Specifications of the System Hardware, a new Appendix B.4 (System Hardware Response) shall be drafted to reflect such new Specifications and adopted via a Change Notice, which shall specify the date as of which the System Hardware Specifications shall be altered. Upon such date and thereafter until any subsequent revision, such new specifications shall be considered for all purposes hereunder the System Hardware Specifications.

V. SYSTEM RELIABILITY

A. System non-availability due to application error, malfunction, or Deficiency in the Application Software, or due to System maintenance activity other than in accordance with the scheduling parameters set forth in Sections II.C and V, shall be defined for the purpose of this Appendix D as "Downtime". Examples of Downtime include without limitation:

(1) Two (2) or more County Facilities cannot access the System; or

(2) Any functional Component or Interface is not available.

B. County requires that there be no unscheduled Downtime for routine maintenance of the Application Software with the exception of that granted under Section II.C (2).

County will accept occasional scheduled Downtime for significant non-routine Updates and maintenance to be scheduled by Contractor only with County's prior written approval and at County's discretion. Such scheduled Downtime for non-routine maintenance shall not occur more than four (4) times per year and shall not last more than four (4) hours per occurrence. Non-routine maintenance includes such tasks as major System Software version Updates. Contractor shall use best efforts to keep scheduled Downtime for non-routine maintenance to a minimum.

VI. SERVICE CREDITS

A. General

Without limiting any other rights and remedies available to County, Service Credits shall accrue under this Appendix D for Contractor's failure to maintain System reliability, for Contractor's failure to provide timely Corrective Maintenance and for the System's failure to satisfy Response Time Requirements, all as described in more detail below. The amount of the Service Credit will depend on the extent and duration of Contractor's continuing failures.

To the extent Downtime or other Deficiencies result from use of the System by County other than in accordance with the Specifications, County's entitlement to any Service Credits in respect of such Deficiencies shall be accordingly reduced, provided and only to the extent that Contractor notifies County, in writing, of the details of the alleged misuse within twenty-four (24) hours of Contractor's reasonably timely discovery thereof. County shall review such allegation and shall notify Contractor in writing, within five (5) Working Days, of County's agreement or disagreement therewith. In the event County disagrees with Contractor's allegation(s) of misuse, County shall apply Service Credits in accordance herewith, subject to the provisions of Paragraph 59 (Dispute Resolution Procedure) of the Agreement.

B. System Reliability

(1) The "System Reliability Percentage" shall be calculated by adding up the total amount of Downtime, rounded to the nearest minute, which occurs during any calendar month and subtracting that amount from the System maximum operational use time (1440 minutes in a day multiplied by 'x' days in the calendar month = 100%) and dividing the difference by the System maximum operational use time. The resulting quotient will then be multiplied by one hundred (100) to determine the reliability percentage.

(2) Service Credits shall be accrued for any month during which System Reliability Percentage is less than 99.9%, in the amount of one (1) month of the Maintenance and Support Fees specified in Appendix C (Price and Schedule of Payments). This amount shall be in addition to any amounts accrued under Section VI.C(1) for Contractor's failure to meet required Corrective Maintenance response times.

C. Corrective Maintenance Response Time Failures

(1) If Contractor fails to provide Corrective Maintenance on a timely basis in accordance with Section II.D (Corrective Maintenance) of this Appendix D, then in each instance Service Credits shall accrue for the benefit of County, calculated as set forth below:

(a) For Level I Priority Deficiencies, Service Credit equal to one thirtieth (1/30) of the monthly Maintenance and Support Fee shall accrue for each four (4) hours the Deficiency continues without successful and Accepted completion of either a final resolution through Corrective

Maintenance or a Workaround, beginning four (4) hours after the earlier of the time Contractor first discovers the Deficiency, or the time Contractor first receives notice from County thereof.

(b) For Level II Priority Deficiencies, Service Credit equal to one thirtieth (1/30) of the monthly Maintenance and Support Fee shall accrue for each twenty-four (24) hours the Deficiency continues without successful and Accepted completion of either a final resolution through Corrective Maintenance or a Workaround, beginning twenty-four (24) hours after the earlier of the time Contractor first discovers the Deficiency, or the time Contractor first receives notice from County thereof.

(c) For Level III Priority Deficiencies, Service Credit equal to one thirtieth (1/30th) of the monthly Maintenance and Support Fee shall accrue for each five (5) Working Days one or more Level III Priority errors or malfunctions continue without an Accepted final resolution through Corrective Maintenance or otherwise beyond: (i) in the case of Deficiencies downgraded from a Level I Priority with a Workaround, five (5) Working Days from the Accepted implementation of the Workaround; (ii) in the case of Deficiencies downgraded from a Level II Priority with a Workaround, ten (10) Working Days from the Accepted implementation of the Workaround; and (iii) in all other cases, ninety (90) days from the earlier of the time Contractor discovers the Deficiency, or the time Contractor receives notice from County thereof.

(2) Any attempted repair, reconfiguration of, or other Enhancement to the System Software in order to resolve a Deficiency shall be deemed effective only if the System Software thereafter complies with the Specifications hereunder in all respects applicable to such Deficiency, including without limitation any applicable Response Time or volume metrics, for an uninterrupted fifteen (15) day period in full Production Use subsequent to such repair or Enhancement. If the System fails to complete this fifteen (15) day period of uninterrupted compliance, such repair or Enhancement shall be deemed to be and treated as if ineffective to cure the original Deficiency, and Service Credits, if any, shall continue to accrue from the date of the originally reported Deficiency in question.

VII. DECOMMISSIONED HARDWARE

In the course of Contractor providing Maintenance and Support Services, should any Component of System Hardware be decommissioned, Contractor shall, if requested by County's Project Manager, work with County Staff to remove the equipment from the System configuration and otherwise make any adjustments to the System to accommodate removal of the decommissioned System Hardware. For example, if any System Hardware is replaced pursuant to Section IV.E of this Appendix D, upon request

by County's Project Manager, Contractor shall work with County Staff to remove such System Hardware from the System configuration in accordance with this Section VII.

SCHEDULE D.1 – RESPONSE TIME REQUIREMENTS

System Performance Category	System Performance Definition	Minimum Performance Level	Method of Performance Measurement
Application Response Time for User Transactions (screen to screen, screen load, field load or drop down menu)	The Transaction Processing Response Time for the Application Software to complete a single case "screen to screen" transaction other than report generation.	99.5% completed within one (1) second	Response Time Monitoring / Testing
Application Response Time for User Transactions (record update)	The Transaction Processing Response Time for the Application Software to complete a record update transaction.	99.5% completed within one (1) second	Response Time Monitoring / Testing
Online Contractor Standard Report Generation Time (<51 pages)	The Transaction Processing Response Time for the Application Software to generate a 1 – 50 page report. (Does not include the time to print the report.)	99.5% completed within five (5) seconds	Response Time Monitoring / Testing Incident Reports Transaction Logs
Online Contractor Standard Report Generation Time (51-100 pages)	The Transaction Processing Response Time for the Application Software to generate a 51 – 100 page report. (Does not include the time to print the report.)	99.5% completed within ten (10) seconds	Response Time Monitoring / Testing Incident Reports Transaction Logs

APPENDIX E

Addendum Number Two
February 2, 2010

SAMPLE AGREEMENT

IMPORTANT NOTE

THIS DOCUMENT IS A COUNTY AGREEMENT WHICH INCLUDES MANY OF COUNTY'S REQUIREMENTS FOR CONTRACTING FOR THIS CONTRACT PROGRAM AS OF THE ISSUANCE OF THIS REQUEST FOR PROPOSALS (RFP). COUNTY MAKES NO REPRESENTATION OR WARRANTY THAT ALL OF THE PROVISIONS IN THIS AGREEMENT WILL BE INCLUDED IN ANY RESULTANT CONTRACT, THAT SUCH PROVISIONS WILL NOT BE MODIFIED IN ANY RESULTANT CONTRACT, OR THAT OTHER PROVISIONS WILL NOT BE INCLUDED IN ANY RESULTANT CONTRACT.

AGREEMENT
BY AND BETWEEN

COUNTY OF LOS ANGELES
AND

_____

FOR AN

INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM (IBHIS)

_____, 2010

RECITALS

THIS AGREEMENT (the "Agreement") is made and entered into by and among the County of Los Angeles (hereinafter "County"), and [_____], a _____ corporation (hereinafter "Contractor").

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

WHEREAS, County desires to integrate the transfer of patient information, billing information and medical records throughout its healthcare system through the acquisition of an integrated behavioral health information system; and

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

WHEREAS, in response to County's information request for proposals for an Integrated Behavioral Health Information System (attached hereto as Exhibit T), Contractor has submitted its proposal to County (attached hereto as Exhibit U) and desires to, and possesses the necessary technical knowledge and skills to, provide such system (as further defined below, the "System") to County; and

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

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

1. APPLICABLE DOCUMENTS AND DEFINITIONS

1.1 Interpretation

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

1.	Exhibit A	Statement of Work
	Attachment A.1	Auditor-Controller eCAPS Interfaces
	Attachment A.2	Project Status Report
2.	Exhibit B	Technical Solution Requirements
	Attachment B.1	Functional Requirements
	Attachment B.2	Technical Requirements
	Attachment B.2.1	Technical Narrative Requirements

	Attachment B.3	System Hardware
	Attachment B.4	System Software
3.	Exhibit C	Price and Schedule of Payments
4.	Exhibit D	Maintenance and Support Services
	Schedule D.1	Response Time Requirements
5.	Exhibit E	Project Schedule
6.	Exhibit F	Glossary
7.	Exhibit G	Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement
8.	Exhibit H	Contractor's EEO Certification
9.	Exhibit I	Required Subcontractor Provisions
10.	Exhibit J	Form of Change Notice
11.	Exhibit K	Task/Deliverable Acceptance Certificate
12.	Exhibit L	Safely Surrendered Baby Law
13.	Exhibit M	Business Associate Agreement
14.	Exhibit N	County of Los Angeles Policy on Doing Business with Small Business
15.	Exhibit O	Listing of Contractors Debarred in Los Angeles County
16.	Exhibit P	IRS Notice 1015
17.	Exhibit Q	Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance
18.	Exhibit R	Background and Resources: California Charities Regulation
19.	Exhibit S	Jury Service Ordinance Title 2 Administration Chapter 2.203.010 through 2.203.090
20.	Exhibit T	County's Request for Proposal (Incorporated by Reference)
21.	Exhibit U	Contractor's Proposal (dated _____) (Incorporated by Reference)

1.2 Entire Agreement

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

1.3 Construction

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

1.4 Definitions

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

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

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

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

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

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

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

1.4.8 "Application Software" shall mean Baseline Application Software, Third Party Software, Interfaces and Custom Programming Modifications and any modifications, Updates, Enhancements, corrections, patches, fixes, new releases, or revisions thereto, including Enhancements as defined under Maintenance and Support Services in Exhibit D (Maintenance and Support Services). Application Software further includes Ancillary Software, upon the licensing of such software to County in accordance with the terms of this Agreement.

1.4.9 "Baseline Application Software" shall mean Contractor's commercial product provided to the County as specified in Attachment B.4 (System Software) to Exhibit B (Technical Solution Requirements), including all Source Code, Object Code and related Documentation, supplied by Contractor pursuant to this Agreement and identified in Section I.A (System Software: Baseline Application Software) of Exhibit C (Price and Schedule of Payments).

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

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

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

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

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

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

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

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

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

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

1.4.20 "Conversion" means the Tasks, Deliverables, data, and System Software, including Source Code, Object Code and related Documentation, which allow the conversion and migration of electronic data from County's existing systems into the System, as required (i) pursuant to Task 9.0 (Data Conversion) of the Statement of Work, and/or (ii) which County may request in accordance with Paragraph 6 (Change Notices and Amendments).

1.4.21 "Corrective Maintenance" shall have the meaning set forth in Exhibit D (Maintenance and Support Services).

1.4.22 "County" shall have the meaning set forth in the Recitals.

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

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

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

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

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

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

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

1.4.30 "Custom Programming Modifications" shall mean those custom software modifications, Source Code, Object Code and related Documentation, which Contractor shall provide in accordance with the Statement of Work and Sections III.A (Professional Services: Custom Programming Modifications) and III.B (Professional Services: Interfaces) of Exhibit C (Price and Schedule of Payments), or which County may request, and which Contractor shall provide, in accordance with Paragraph 4.5 (Other Professional Services), including but not limited to Interfaces and Conversions.

1.4.31 "Deficiency" shall mean and include (a) defects in design, development, implementation, materials, or workmanship; (b) errors, omissions, or deviations from published or mutually agreed upon standards, any of the Specifications or any County-approved Deliverables; (c) any other error or malfunction, including the provision of negligent or substandard workmanship; or (d) other problems which result in the System or any part thereof not performing in accordance with the provisions of this Agreement, including the Specifications.

1.4.32 "Deliverable" shall mean items and services provided or to be provided by Contractor under this Agreement, including numbered Deliverables in the Statement of Work, products and services under the Detailed Work Plan and the Detailed Work Plan itself, and products and services provided pursuant to Exhibit D (Maintenance and Support Services) or Paragraph 6 (Change Notices and Amendments).

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

1.4.34 "Department" shall have the meaning set forth in the Recitals.

1.4.35 "Director" shall mean the Director of DMH.

1.4.36 "DMH" shall have the meaning set forth in the Recitals.

1.4.37 "Documentation" shall mean any and all written materials (including the electronic versions thereof), training course materials, Specifications, customer technical manuals, customer handbooks, customer flow charts, customer technical information, customer reference materials, customer user manuals, customer operating manuals, quick reference guides, FAQs and all other instructions and reference materials relating to the capabilities, operation, installation and use of the System and/or applicable System Components.

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

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

1.4.40 "Enhancements" shall have the meaning set forth in Exhibit D (Maintenance and Support Services).

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

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

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

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

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

1.4.46 "IBHIS" or "Integrated Behavioral Health Information System" means the System as defined in Paragraph 1.4.81.

1.4.47 "Implementation Services" shall mean Application Software deployment, customizations, system training and other services related to the implementation of System Software, as set forth in the Statement of Work.

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

1.4.49 "Infringement Claims" shall have the meaning set forth in Paragraph 15.2.1 (Intellectual Property Indemnification).

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

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

1.4.52 "Interfaces" shall mean the software mechanisms, including Source Code, Object Code and related Documentation, which allow the transfer of electronic data and/or software commands between computer systems, applications or modules, (i) required to complete the interfaces identified in Attachment A.1 (Auditor-Controller eCAPS Interfaces) to the Statement of Work and Attachments B.1 (Functional Requirements) and B.2 (Technical Requirements) to Exhibit B (Technical Solution Requirements) or (ii) which County may request in accordance with Paragraph 6 (Change Notices and Amendments), to be provided by Contractor.

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

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

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

1.4.56 "Maintenance and Support Fee" shall mean the amount charged by Contractor for Maintenance and Support Services as set forth in Section IV (Maintenance and Support Services) of Exhibit C (Price and Schedule of Payments).

1.4.57 "Maintenance and Support Services" shall have the meaning set forth in Paragraph 4.4 (Maintenance and Support Services).

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

1.4.59 "Natural Degeneration" shall have the meaning set forth in Paragraph 10.3 (Source Code).

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

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

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

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

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

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

1.4.66 "Pool Dollars" shall mean the aggregate funds reserved under this Agreement for Other Professional Services, Ancillary Software, and Maintenance and Support Services in respect of Ancillary Software, and other software acquired in accordance with Paragraph 4.5 (Other Professional Services) and Paragraph 6 (Change Notices and Amendments).

1.4.67 "Privacy and Security Regulations" shall have the meaning set forth in Paragraph 72 (Contractor's Obligations as a Business Associate Under HIPAA and HITECH Act).

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

1.4.69 "Project Schedule" shall mean the schedule attached hereto as Exhibit E (Project Schedule).

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

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

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

1.4.73 "Response Time" shall have the meaning set forth in Schedule D.1 (Response Time Requirements) to Exhibit D (Maintenance and Support Services) of this Agreement.

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

1.4.75 "Service Credits" shall have the meaning set forth in Paragraph 4.4.2 (Maintenance and Support Services).

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

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

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

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

(c) All Documentation, to the extent not inconsistent with any of the foregoing in this Paragraph 1.4.77;

(d) All functional and operational requirements/features included in Exhibit U (Contractor's Proposal), to the extent not inconsistent with any of the foregoing in this Paragraph 1.4.77;

(e) All manufacturer specifications and Updates thereto denominated as such by respective manufacturer(s), to the extent not inconsistent with any of the foregoing in this Paragraph 1.4.77;

(f) All specifications identified as such by Contractor, only to the extent (i) not inconsistent with any of the foregoing in this Paragraph 1.4.77 and (ii) acceptable to County in its sole discretion; and

(g) All written or electronic materials furnished by or through Contractor regarding Contractor's pre-developed and generally available software products, or otherwise agreed to by Contractor and County, which pertain to any element of the System, and which outline, describe or specify functionality, features, capacity, availability, Response Times, accuracy or any other performance or other criteria for the System or any element of the System, but only to the extent (i) not inconsistent with any of the foregoing in this Paragraph 1.4.77 and (ii) acceptable to County in its sole discretion.

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

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

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

1.4.81 "System" shall mean all System Software, and services described in this Agreement and as otherwise agreed to by County and Contractor, collectively comprising the System. Reference to the System may include one or more Components or modules thereof or the entire System.

1.4.82 "System Component" shall mean, individually and collectively, each and every Component of the System Software.

1.4.83 "System Hardware" shall mean all hardware provided by County in accordance with Contractor's specifications set forth in Attachment B.3 (System Hardware) to Exhibit B (Technical Solution Requirements) for meeting the System Performance Requirements. Reference to the System Hardware may include one or more components thereof or all System Hardware in the System.

1.4.84 "System Performance Requirements" shall mean the Response Time and other requirements for the System performance of the IBHIS identified in Schedule D.1 (Response Time Requirements) to Exhibit D (Maintenance and Support Services).

1.4.85 "System Software" shall mean all Application Software and related Documentation, including without limitation, software as set forth in Attachment B.4 (System Software) of Exhibit B (Technical Solution Requirements). Reference to the System Software may include one or more Components or modules thereof or all System Software in the System.

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

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

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

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

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

1.4.91 "Third Party Software" shall mean all the software, including all Source Code, if available, Object Code and related Documentation, which are developed and owned by third parties and are supplied by Contractor pursuant to this Agreement. Without limiting the foregoing, each such Component shall be set forth in Section I.B (System Software: Third Party Software) of Exhibit C (Price and Schedule of Payments).

1.4.92 "Updates" shall mean any additions to and/or replacements to Application Software, or any Components thereof, available or made subsequent to the System Software implementation in accordance with the Statement of Work, and shall include Enhancements, new version releases, upgrades, updates, revisions, improvements, bug fixes, patches, Deficiency corrections, modifications resulting from legal changes, statutory changes regulatory changes, and other modifications relating to the System Software, whether required for the System Software to remain in compliance with applicable Federal or State and local laws and regulations or otherwise needed. Reference to Updates may include one or more components or modules thereof or all Updates in the System.

1.4.93 "User" shall mean any person to whom County grants the privilege to access the System through the assignment of a unique identifier and password. Users shall be County Staff or employees or agents of any organization that may from time to time be authorized by County.

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

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

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

2. ADMINISTRATION OF AGREEMENT - COUNTY

2.1 County's Project Director

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

[Name]
[Title]
[Address]
[Phone]
[Fax]
[Email]

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

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

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

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

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

2.2 County's Project Manager

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

[Name]
[Title]
[Address]
[Phone]
[Fax]
[Email]

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

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

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

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

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

2.3 <u>County Personnel</u>

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

3. ADMINISTRATION OF AGREEMENT

3.1 <u>Contractor's Project Director</u>

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

[Name]
[Title]
[Address]
[Phone]
[Fax]
[Email]

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

3.1.3 Contractor's Project Director shall be responsible for Contractor's performance of all Work, including delivery of all Deliverables, and assuring Contractor's compliance with this Agreement.

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

3.2 <u>Contractor's Project Manager</u>

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

[Name]
[Title]
[Address]

[Phone]
[Fax]
[Email]

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

3.2.3 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Task 1.0 (Project Planning) of the Statement of Work.

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

3.3 Approval of Contractor's Staff

3.3.1 County has the absolute right to approve or disapprove (a) each member or proposed member of Contractor's staff, including Contractor's Project Director or Contractor's Project Manager, prior to, and during, their performance of any Work hereunder and (b) any proposed removals from or other changes in Contractor's staff. County's Project Director may require replacement of any member of Contractor's staff performing, or offering to perform, Work hereunder, including Contractor's Project Director or Contractor's Project Manager. County hereby approves of the persons set forth in Paragraphs 3.1.1 and 3.2.1 as Contractor's Project Director and Contractor's Project Manager, respectively. Prior to the performance of any Work hereunder by any member of Contractor's staff, including the Contractor's Project Director and Contractor's Project Manager, Contractor shall provide County's Project Director with a resume of such persons for County's review, interview (if requested), and approval. Contractor shall comply with the requirements of this Paragraph 3.3.1 for each proposed replacement member of Contractor's staff performing Work hereunder.

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

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

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

3.3.5 In the event Contractor should ever need to remove any staff from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Such plan shall include at least (i) immediate

commencement and substantiation of diligent efforts to provide any such replacement from Contractor's existing qualified staff; (ii) prompt commencement and substantiation of diligent and appropriately scoped advertising for any required hiring of replacement(s), within at most seven (7) days of the earlier of such removal or Contractor's prior notice of the need therefor, in each case if an internal proposed replacement has not already been identified to County within such period; and (iii) a timely opportunity for applicable County Staff to interview each proposed replacement, review such person's resume, and conduct any desired reference or background investigation.

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

3.4 Contractor's Staff Identification

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

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

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

3.5 Background and Security Investigations

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

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

3.5.3 Disqualification, if any, of any of Contractor's staff, pursuant to this Paragraph 3.5 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Agreement.

4. WORK

4.1 Scope of Work

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

4.2 Approval of Work

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

4.3 Unapproved Work

If Contractor provides any goods or services to County other than the Work required under this Agreement, or if Contractor submits an invoice for payment in respect of any Work, other than Maintenance and Support Services, without first having obtained an approved Task/Deliverable Acceptance Certificate by County's Project Manager in respect of such Work,

the same shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim whatsoever against County therefor. County shall furthermore have no obligation to approve Work hereunder before the Due Date in respect of such Work as set forth in the Statement of Work, Detailed Work Plan, or applicable Change Notice.

4.4 Maintenance and Support Services

4.4.1 Subject to County's termination rights hereunder, County elects to acquire maintenance and support from Contractor. In exchange for County's payment of the Maintenance and Support Fees, Contractor shall provide County with maintenance and support services as described in Exhibit D (Maintenance and Support Services) and in the Statement of Work (collectively, "Maintenance and Support Services"). Maintenance and Support Services shall commence with respect to each Component of the System on County's Acceptance thereof. Maintenance and Support Services in respect of the System and of each Component shall be provided by Contractor at no cost to County until Final System Acceptance, and thereafter at the rates set forth in such Section IV (Maintenance and Support Services) of Exhibit C (Price and Schedule of Payments). Updates provided to County and implemented by Contractor as part of Maintenance and Support Services shall be deemed part of the Application Software for all purposes hereunder. Provision of Updates under this Agreement shall not increase County's Maintenance and Support Fees.

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

4.5 Other Professional Services

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

4.6 Delivery and Acceptance of Detailed Work Plan

4.6.1 Delivery of Detailed Work Plan. No later than fifteen (15) Working Days after the Effective Date, Contractor shall provide to County's Project Manager a detailed work plan incorporating the Deliverables set forth in the Statement of Work and the dates utilized in the Project Schedule. The initial detailed work plan, or as subsequently revised pursuant to this Paragraph 4.6, is referred to herein as the "Detailed Work Plan". Contractor and County promptly shall review and revise the draft Detailed Work Plan as necessary, and Contractor shall submit the final Detailed Work Plan within thirty-five (35) Working Days following the Effective Date, but in any event, no payments will be due by County to Contractor under this Agreement until the Detailed Work Plan is approved by County's Project Director pursuant to Paragraph 4.2 (Approval of Work) and this Paragraph 4.6. The Detailed Work Plan is a Deliverable under the Statement of Work and shall be comprehensive in scope and breadth, setting forth in detail the

Work plan proposed by Contractor and County to install, configure and make operational, directly or through subcontractors, the System, provide the training, and otherwise deliver the System required by this Agreement. The Detailed Work Plan shall include, without limitation, all subject matter described in Task 1.3 (Develop and Present Detailed Work Plan) of the Statement of Work.

4.6.2 Approval of the Detailed Work Plan.

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

(b) Modification of the Revised Implementation Strategy. Upon Acceptance of a modified Detailed Work Plan, County's Project Manager shall provide Contractor with a written notice of Acceptance. In the event the modified Detailed Work Plan is rejected, County's Project Manager may alternatively provide a statement specifying the manner in which the Detailed Work Plan fails to meet the reasonable requirements of County. Failure by County's Project Manager to respond to a proposed modification shall be deemed non-approval under all categories (a) through (d) of Paragraph 4.6.2(a). If County's Project Manager provides Contractor with a description of such failures, Contractor will correct any such deficiencies and redeliver the Detailed Work Plan within ten (10) Working Days of receipt of the notice. If the redelivered Detailed Work Plan still fails to meet the requirements of County, the County's Project Manager and Contractor's Project Manager shall meet and implement the resolution process described in Paragraph 59 (Dispute Resolution Procedure).

4.6.3 Deviation from Detailed Work Plan. Contractor may make only "non-critical path deviations" (as defined herein) from the Detailed Work Plan without obtaining County's prior written consent; provided, however, that Contractor shall give County's Project Manager prior written notification of any such planned deviation through the delivery of an updated Project Status Report**,** and including, if applicable, a Gantt chart or schedule which shows the impact, if any, of such deviations on the remainder of the Project. As used in this Paragraph, "non-critical path deviations" mean those adjustments to the tasks or resources required of Contractor or to the date on which such Deliverable is required to be delivered or approved that do not (i) result in Contractor deviating from the scheduled delivery date of any Deliverable identified in the Detailed Work Plan, or (ii) require any greater resources from County than those identified in the Detailed Work Plan. Contractor may also deviate from the Detailed Work Plan, to change (earlier or later) the scheduled date of any Deliverable, on the condition that the County's Project Manager first expressly agrees in writing with such proposed deviation, and provided further such deviation does not change the scheduled date of delivery of Final System Acceptance, or any other Key Deliverable identified in the Project Schedule or Detailed Work Plan. Notwithstanding any provision of this Paragraph or this Agreement to the contrary, to the extent any proposed deviation from the Detailed Work Plan will alter any process for Contractor's achievement of Final System Acceptance, or any Key Deliverable, such

deviation may not be approved solely by County's Project Manager but must first be expressly approved by County in accordance with the Change process more particularly described in Paragraph 6 (Change Notices and Amendments).

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

4.7 Milestones

The Work to be carried out hereunder includes milestones to be achieved by Contractor, as set forth in the Detailed Work Plan (each a "Milestone", including without limitation each top level Task set forth in the Statement of Work), subject to the dates for completion set forth in the Project Schedule and the Detailed Work Plan. A Milestone shall be deemed completed on the earliest date that all of the Work required for completion of such Milestone is completed and delivered to County, provided that all such Work required for completion of such Milestone is thereafter approved in writing by County pursuant to Paragraph 4.2 (Approval of Work) without Contractor having to perform or deliver any Work in addition to such Work already completed and delivered in order to achieve approval of such Milestone. The determination of whether each Milestone has been completed and so approved, and of the date upon which such Milestone was completed (if all Work required for achievement of such Milestone was not completed and delivered to County on or before the date set forth in the Project Schedule or in the Detailed Work Plan), shall be made by County's Project Manager as soon as practicable after Contractor submits to County's Project Manager the applicable Task/Deliverable Acceptance Certificate, together with other necessary information, data and Documentation to verify such completion. Without limiting any other rights and remedies hereunder, a failure by Contractor to complete any Milestone by the applicable date set forth in the Project Schedule or in the Detailed Work Plan (as such date may be modified pursuant to Paragraph 36 (Notice of Delays) or Paragraph 6 (Change Notices and Amendments)) shall be subject to the provisions of Paragraph 7.3 (Credits to County), and Paragraph 32 (Termination for Default).

5. TERM

5.1 Term - General

The Term of this Agreement shall commence on the Effective Date and shall expire on the date that is seven (7) years following Contractor's achievement of Final System Acceptance, unless sooner terminated, in whole or in part, as provided in this Agreement (the "Initial Term"). At the end of the Initial Term, County may, at its sole option, through authority delegated by the Board to the Director, extend this Agreement for up to three (3) additional consecutive one (1) year terms (each an "Option Term"); provided that if County elects not to exercise its option to extend at the end of the Initial Term, or any Option Term, the remaining Option Terms(s) shall automatically lapse. County shall be deemed to have exercised an Option Term automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or any Option Term, County notifies Contractor in writing that it elects not to extend the Agreement pursuant to this Paragraph 5.1 or it extends the Agreement on a month-to-month basis pursuant to Paragraph 5.3 (Month-To-Month Extensions) below. The Initial Term as

extended, if at all, by any Option Term and any month-to-month extensions shall be referred to as the "Term."

5.2 Notice to DMH

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

5.3 Month-To-Month Extensions

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

6. CHANGE NOTICES AND AMENDMENTS

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

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

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

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

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

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

6.7 Notwithstanding any other provisions of this Paragraph 6, County's Project Director may execute an amendment in the form of a Change Notice, for the purchase of any additional Application Software or additional seat licenses, that otherwise do not add substantial new functionality to the System (collectively, "Ancillary Software") that County determines is necessary under the Agreement, provided the aggregate amount of Ancillary Software purchased in any County fiscal year pursuant to this Paragraph 6.7 shall not exceed three percent (3%) of the Contract Sum, and that the aggregate amount of Ancillary Software purchased throughout the Term shall not exceed ten percent (10%) of the Contract Sum. Such form of a Change Notice shall not be used for new Application Software designed to support new functionality, the purchase of which requires an amendment and approval of the Board (e.g. an additional small server to increase database size or optimize the speed of certain functions would be permissible, as would a software license for an additional CPU to run that database or a support utility to optimize or back up the database, but a server to support new functionality not previously acquired by County would not be a permissible use of funds). If the County's Project Director, in the County's Project Director's sole discretion, determines that Contractor shall provide Maintenance and Support Services for the items purchased pursuant to this Paragraph 6.7, then such Ancillary Software shall be covered under Maintenance and Support Services at Maintenance and Support Fees set forth in the applicable Change Notice. Upon purchase and Acceptance by County pursuant to this Agreement, all such Ancillary Software will become Components of System Software to be added to the items of System Software, as specified in Section IV (Maintenance and Support Services) of Exhibit C (Price and Schedule of Payments). Under no circumstances will the total cost of items (including projected Maintenance and Support Fees in respect of such items for the Term) purchased under this Paragraph 6.7 be greater than $[_____] for the Term.

6.8 Notwithstanding any other provision of this Paragraph 6, County's Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, which changes the items or prices of System Software as specified in Section I.A (System Software: Baseline Application Software) and Section 1.B (System Software: Third Party Software) of Exhibit C (Price and Schedule of Payments), provided that: (1) all such changes shall occur prior to installation of the particular items, (2) the total cost of all System Software as shown in such Section I.A (System Software: Baseline Application Software) and Section 1.B (System Software: Third Party Software) of Exhibit C (Price and Schedule of Payments) as of the Effective Date shall not be exceeded, (3) the total cost of Maintenance and Support Services of all System Software as shown in Section IV (Maintenance and Support Services) of Exhibit C (Price and Schedule of Payments) as of the Effective Date shall not be exceeded, and (4) Director obtains the prior written approval of County's Chief Information Officer for any such Change Notice.

6.9 Notwithstanding any other provision of this Paragraph 6 or Paragraph 34 (Termination for Convenience), Director shall take all appropriate action to carry out any orders of County's Board of Supervisors relating to this Agreement, and, for this purpose, Director is

authorized to: (1) issue written notice(s) of partial or total termination of this Agreement pursuant to Paragraph 34 (Termination for Convenience) without further action by County's Board of Supervisors or County's Purchasing Agent and (2) prepare and sign amendments to this Agreement which reduce the scope of Work or the Contract Sum, or terminate Maintenance and Support Services with respect to System Software or any Component thereof, without further action by County's Board of Supervisors or County's Purchasing Agent.

6.9.1 Notices of partial or total termination issued pursuant to this Paragraph 6.9 shall be authorized under the following conditions:

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

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

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

6.10 Notwithstanding any other provision of this Paragraph 6, County's Project Director and Contractor's Project Director may execute an amendment to this Agreement in the form of a Change Notice, which changes the terms of Paragraph 72 (Contractor's Obligations as a Business Associate Under HIPAA and HITECH Act) from time to time as is necessary for County to comply with the requirements of the Privacy and Security Regulations.

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

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

6.11.2 a statement, signed by Contractor's Project Director, which statement explains and certifies that such Work described pursuant to Paragraph 6.11.1 is outside the scope of Work required of Contractor under this Agreement in order for Contractor to deliver the System;

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

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

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

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

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

6.11.8 final delivery date for completed Work; and

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

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

7. CONTRACT SUM

7.1 Contract Sum - General

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

7.2 Pool Dollars

The aggregate amount of Pool Dollars available under this Agreement shall not exceed _____ dollars ($_____), plus any net reduction in the total price of all System Software and Maintenance and Support Fees under the Agreement resulting from Change Notices executed in accordance with Paragraph 6 (Change Notices and Amendments), plus any net surplus remaining after the completion of budgeted professional services for less total expenditure than what was budgeted. Contractor acknowledges that, as of the Effective Date, County has not initiated, and the parties have not executed, any Change Notice pursuant to Paragraph 6 (Change Notices and Amendments).

7.3 Credits to County

7.3.1 Key Deliverables

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

(b) In each instance where Contractor fails to complete and deliver a Key Deliverable by the Due Date for such Key Deliverable, County shall receive a credit against any or all amounts due to Contractor, under this Agreement or otherwise, in the total amount of (a) five thousand dollars ($5,000.00) for each day of the first ninety (90) days following the Due Date for which Contractor continues in default, and (b) ten thousand dollars ($10,000.00) for each day thereafter that Contractor continues in default, provided that the total aggregate credits pursuant to this Paragraph 7.3 shall not exceed two million dollars ($2,000,000.00). All of the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable described in this Paragraph 7.3.1 and set forth in the Project Schedule or Detailed Work Plan provided that the maximum liability of Contractor to County under this Paragraph 7.3.1 shall not exceed two million dollars ($2,000,000.00). To the extent that Contractor's failure to complete and deliver a Key Deliverable by the Due Date for such Key Deliverable is due to an excusable delay timely noticed pursuant to Paragraph 36 (Notice of Delays), County shall not be entitled to credits under this Paragraph 7.3.1 in respect of such Key Deliverable.

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

Key Deliverables

Deliverable 1.3 – Detailed Work Plan

Deliverable 3.3 – Load Baseline Application Software

Deliverable 3.4 – Synchronize for Application and Database Replication

Deliverable 4.2 – Training

Deliverable 6.1 – Integration

Deliverable 8.5 – System Performance Test

Deliverable 9.2 – Data Conversion Programs

Deliverable 9.3 – Data Conversion Test

Deliverable 9.4 – Conversion

Deliverable 10.3 – Final System Acceptance

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

7.3.2 Other Service Credits. Contractor acknowledges that Contractor's adherence to the service level standards described in Exhibit D (Maintenance and Support Services), Paragraph 9.8 (Response Time Warranty), and Exhibit B (Technical Solution Requirements), and otherwise in the Specifications, will each help ensure that County is able to utilize the System to fulfill its functions in a timely fashion, a goal as to which time is of the essence. If Contractor fails to adhere to such Specifications, it is mutually agreed that such failure renders County unable to rely on or utilize the System to perform mission-critical tasks on a timely basis, creates a higher risk of errors, and adds delays to the treatment process, leaving both the Department and County residents at risk of significant errors and omissions in medical treatment. In each instance where Contractor fails to adhere to the foregoing service level Specifications, County will accrue Service Credits in accordance therewith and with Paragraph 4.4.2. Any Service Credits accrued pursuant to this Paragraph 7.3.2 are in addition to, and do not limit, any other rights and remedies available to County, either pursuant to this Agreement, at law, or in equity, in respect of Contractor's failure to meet such Specifications. Further, any Service Credits that accrue pursuant to this Paragraph 7.3.2 do not limit Contractor's obligation to promptly and diligently cure Contractor's failure to adhere to the Specifications, including all service level standards.

7.4 County's Obligation in Future Fiscal Years

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

8. INVOICES AND PAYMENTS

8.1 Invoices - General

Contractor shall invoice County for all Work set forth in this Agreement which has been provided by Contractor and, except as to invoices solely containing Maintenance and Support Services, Accepted by County pursuant to the terms of this Agreement. The amount invoiced, and amounts payable by County, shall in each case comply with Exhibit C (Price and Schedule of Payments) and any applicable Change Notice except to the extent expressly set forth in this Paragraph 8 (Invoices and Payments). With regard to Maintenance and Support Services, Contractor shall invoice County the Maintenance and Support Fees on a quarterly basis in arrears. All invoices submitted by Contractor must have the written approval of County's Project Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Invoices, with all required information and documentation, may be submitted electronically. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Agreement, in strict compliance with the requirements of this Paragraph 8 (Invoices and Payments). County shall be entitled to a two percent (2%) discount for payments made by County to Contractor within thirty (30) days of receipt by County of Contractor's invoice, excluding Out-of-Pocket Expenses. All invoices under this Agreement shall be submitted in duplicate to County's Project Director and County's Project Manager at the address set forth in Paragraph 3 (Administration of Agreement).

8.2 Content of Invoices

Each invoice submitted by Contractor shall indicate:

8.2.1 The Work as described in the Statement of Work, Exhibit D (Maintenance and Support Services), the Detailed Work Plan, and any applicable Change Notice(s) for which payment is claimed.

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

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

8.2.4 In the case of invoices submitted for Ancillary Software, (a) the total Pool Dollars available prior to the payment requested in such invoice, (b) the amount of payment requested for such Ancillary Software and taxes for which Contractor may seek reimbursement pursuant to the terms of this Agreement, which amount shall not exceed Contractor's quote for such Ancillary Software under Paragraph 6.7, and (c) the remaining Pool Dollars available

assuming deduction for payment as requested in such invoice, and deduction for all Maintenance and Support Fees, if any, for such items for the remainder of the Term.

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

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

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

8.3 Invoice Discrepancies

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

8.4 Holdbacks

Holdbacks are applicable to Work performed under this Agreement. Except for invoices for Maintenance and Support Fees, County will retain twenty percent (20%) of the amount of each invoice (hereinafter "Holdback Amount") approved by County pursuant to Paragraph 4.2 (Approval of Work), which Holdback Amount is payable at later dates in accordance with this Paragraph 8.4. Other than for any Work provided pursuant to a Change Notice, or certain Other Professional Services (e.g., post-Acceptance supplemental training), that in each instance the parties agree will be completed after Final System Acceptance, the cumulative amount of such Holdback Amounts shall be due and payable to Contractor upon Final System Acceptance. Holdback Amounts due and payable shall be subject in each instance to adjustment for any amounts arising under this Agreement owed to County by Contractor, including, but not limited to, any amounts arising from Paragraph 8.7 (County's Right to Withhold Payment), and any partial termination of any Task set forth in the Statement of Work as provided hereunder. As to Change Notices or amendments that are to be completed after Final System Acceptance, the aggregate Holdback Amount for such Change Notice will be due and payable to County upon final acceptance by County of the Work provided under each such Change Notice.

8.5 Sales/Use Tax

8.5.1 The Contract Sum listed in Paragraph 7 (Contract Sum) shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other state and local sales/use taxes on all System Software and other goods and services procured by County pursuant to or otherwise due as a result of this Agreement. All sales/use taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall

be solely responsible for, and shall pay directly to the state or other taxing authority sales/use taxes for all other items including Application Software, Custom Programming Modifications, Interfaces, Conversions, Implementation Services, Other Professional Services, and Maintenance and Support Services. Contractor shall indemnify, defend, and hold County harmless from any and all such California and other state and local sales/use taxes.

8.5.2 Notwithstanding anything in Paragraph 8.5.1 to the contrary, if Contractor does not possess a California reseller's permit, County may, at County's sole discretion, withhold, or deduct from Contractor's invoice an amount equal to the appropriate California use tax. County will transmit such use tax amount directly to the State of California.

8.6 Overpayments

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

8.7 County's Right to Withhold Payments

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

8.8 Source of Funding

In addition to the other requirements relating to invoices under this Paragraph 8, each invoice submitted by Contractor under this Agreement shall set forth as a separate line item the cost for goods, services and other Work directly associated with the replacement of existing claims processing functionality for County, as such functionality is determined during Contractor's initial review of County's existing systems and processes.

9. WARRANTY

9.1 Warranty Services

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

9.1.2 Contractor's warranty services with respect to Software provided through Other Professional Services are set forth in Paragraphs 9.2 (Warranty Periods For Warranty Services), 9.3 (Warranty Services Response) and 9.5 (Notification of Deficiencies for Warranty Services). Contractor shall provide Maintenance and Support Services for Accepted Custom Program Modifications acquired as Other Professional Services commencing upon County's Acceptance thereof, but Contractor shall not charge, and County shall not pay, Maintenance and Support Fees for Contractor's provision of Maintenance and Support Services in respect of such Custom Program Modification until the expiration of the applicable Other Professional Services and Software Warranty Period.

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

9.2 Warranty Periods For Warranty Services

9.2.1 As used in this Agreement, "System Warranty Period" means, the period commencing on the delivery of each applicable Component and continuing until two (2) years following the date Contractor achieves Final System Acceptance of all Work as described in Task 9.3 (Conduct Data Conversion Test) of the Statement of Work. All Deficiencies reported during the System Warranty Period shall be corrected in accordance with Exhibit D (Maintenance and Support Services) at no cost to County. Should any Deficiencies persist at the end of the two (2) year period, the System Warranty Period shall be extended until all of such Deficiencies are corrected.

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

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

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

9.3 Warranty Services Response

9.3.1 If a Deficiency is discovered in the System, as determined by County's Project Director, in County's Project Director's sole judgment, Contractor promptly shall

commence corrective measures as specified in Exhibit D (Maintenance and Support Services) during the System Warranty Period.

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

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

9.3.4 If a Deficiency is discovered in an item of Ancillary Software, or other item of System Software covered under the Ancillary Software Warranty Period, Contractor promptly shall commence corrective measures as specified in Exhibit D (Maintenance and Support Services) during the Ancillary Software Warranty Period.

9.4 Further Warranties

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

9.4.1 The System shall strictly perform in accordance with, and Contractor shall comply strictly with, the descriptions and representations (including Documentation, performance capabilities, accuracy, completeness, characteristics, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in the Statement of Work and other Specifications.

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

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

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

9.4.5 Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the System or any System Component through any device, method or means including, the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, which has the potential or capability of compromising the security of County's or any third party's confidential or proprietary information or of purposefully causing any interruption of the operations of, or accessibility of the System or any System Component to County or any User, or which could alter, destroy, or inhibit the use of the System, any System Component, or the data contained therein (collectively referred to for purposes of this Paragraph 9.4. as "Disabling Device(s)"). Contractor further represents, warrants and agrees that it has not

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

9.4.6 Contractor shall support all System Software Components installed at any County Facility in full accordance with Exhibit D (Maintenance and Support Services) and generally accepted standards of support for mission critical software.

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

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

9.4.9 Contractor shall supply County, subject to the provisions of Paragraph 10.3 (Source Code), with all Source Code for all System Software and all Documentation and other proprietary information related to such Source Code for the entire term of the License (other than Source Code for any System Components which are proprietary to a third party and for which Contractor does not have the right to provide Source Code). Contractor shall ensure that County has at all times been delivered the most current version of the Source Code, as well as Object Code for all System Software.

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

9.4.11 Contractor shall not sell, assign, convey, sublicense, or otherwise transfer its interest in the System or any Component thereof without the prior written consent of County.

9.4.12 The System and the tasks performed by the System upon execution by a user, provided such user is using the System in an authorized manner, shall comply with federal, state, and local laws and regulations (including the Privacy and Security Regulations), which are deemed necessary by or through federal, state, and local agencies (including those

laws and regulations promulgated by Centers for Medicare and Medicaid Services (CMS) and Food and Drug Administration), and shall further comply with all applicable rules, regulations, and directives.

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

9.5 Notification of Deficiencies for Warranty Services

In the event of the discovery of any Deficiency by County during the applicable Warranty Period, and in accordance with Exhibit D (Maintenance and Support Services), as determined by County's Project Director, County's Project Director will make reasonable efforts to notify Contractor of the problem(s) within three (3) Working Days, but failure by County to notify Contractor within such time period shall not affect Contractor's warranty obligations under this Agreement. Upon the earlier of County notifying Contractor of such Deficiency, or Contracting becoming aware of same, Contractor shall undertake corrective action within the applicable time specified in Paragraph 9.3 (Warranty Services Response). If such notice to Contractor is given orally by County, County also shall provide written confirmation of the corrective action request to Contractor within ten (10) days of such oral notification, but County's failure to do so shall not relieve Contractor of any duty hereunder. Contractor's response (including any Service Credits arising in respect thereof) shall not be stayed pending receipt of County's written confirmation.

9.6 Breach of Warranty Obligations

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

In the event Contractor breaches the Response Time Warranty set forth in Paragraph 9.8 (Response Time Warranty), Contractor shall promptly, at no cost to the County, replace or supplement the System Hardware and/or System Software until its computing capacity is sufficient to support the System at the Response Time levels set forth in Schedule D.1 (Response Time Requirements) to Exhibit D (Maintenance and Support Services), as confirmed by the tests set forth in Task 8.0 (System Tests) of the Statement of Work. In the event County must incur any expense to conform the System to the Specifications, County shall be entitled to withhold such amount in accordance with Paragraph 8.7 (County's Right to Withhold Payments). No exercise of any rights or remedies under this Paragraph 9.6 shall limit County's other rights and remedies under this Agreement.

9.7 Third Party Software

9.7.1 Contractor hereby represents and warrants that it is the owner of all System Software and all proprietary rights therein, and that none of the System Software other than the Third Party Software is owned by or licensed from third parties. Contractor represents and warrants that it has not modified and shall not modify, nor does Contractor have any need to modify, Third Party Software in order for the System to fully perform in accordance with all requirements of this Agreement. Contractor represents and warrants that it does not have any license or other right to modify Third Party Software and that Third Party Software shall be

provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of the Agreement without the need for any modification of Third Party Software by Contractor or otherwise.

9.7.2 County acknowledges that it may have to execute certain third party license agreements in respect of Third Party Software, which license agreements, upon execution by County thereof, are incorporated herein by this reference. These third party license agreements shall be at no additional cost to County, shall include reasonable terms and conditions as determined by County, but shall not otherwise limit the terms of the License hereunder, or restrict County's ability to exercise its rights in respect of the System, except solely for limitation on the number of concurrent users of such Third party Software, as set forth in such agreements. Without limiting the generality of the foregoing, to the extent that any such third party license agreement conflicts with this Agreement as it applies to County's right to use the System, Contractor shall take all necessary action and pay all sums required to provide County with all the rights to use the System afforded by this Agreement. The licenses acquired and delivered to County pursuant to this Paragraph 9.7 do not and shall not in any way limit County's rights pursuant to Paragraph 10.2 (License).

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

9.8 Response Time Warranty

Contractor represents, warrants and covenants that during the term of this Agreement, the System, when configured in accordance with the System Hardware requirements set forth in Section 4.0 (Required Hardware) of Attachment B.3 (System Hardware) to Exhibit B (Technical Solution Requirements), as updated from time to time in accordance with Section IV.G of Exhibit D (Maintenance and Support Services), shall provide sufficient computing capacity to support the System at the Response Time levels required for Contractor to satisfy Task 8.0 (System Tests) of the Statement of Work and the Response Time requirements set forth in Schedule D.1 (Response Time Requirements) to Exhibit D (Maintenance and Support Services). Credits accruing under Paragraph 7.3 (Credits to County) for failures to maintain the required Response Time shall be in addition to all other remedies set forth herein or otherwise available in equity or at law.

10. OWNERSHIP OF THE SYSTEM AND LICENSE

10.1 Ownership

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

10.1.2 The System Software, any Interface and Custom Programming Modifications provided to County pursuant to this Agreement, other than Third Party Software, is

and shall remain the property of Contractor, and all such software, including the Third Party Software, is subject to the License to County granted pursuant to Paragraph 10.2 (License).

10.2 License

10.2.1 License Grant

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

(i) use the System Software, including the Third Party Software, on an unlimited number of computers, servers, local area networks and wide area networks, for an unlimited number of Users, including use by any and all other governmental agencies and other organizations and entities that County may allow to access the System, except that the use of certain Third Party Software shall be subject to limitations on the number of concurrent Users as set forth in Paragraph 9.7 (Third Party Software);

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

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

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

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

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

10.3 Source Code

10.3.1 Self-Escrow of Source Code

Contractor shall deposit with County in electronic media the Source Code for all Application Software. In addition, Contractor also shall deposit with County the Source Code for any Enhancements of all Application Software promptly after delivery to County, for any reason whatsoever, of the corresponding Object Code. Contractor's duty to deposit the Source Code

with County shall continue throughout the Term and Contractor shall keep all Source Code for the System Software, other than Third Party Software, current and equivalent to the System Software, other than Third Party Software, then being executed by County.

Except as provided in Paragraph 10.3.3 (County's Right to Verify Source Code), County shall hold the Source Code in strict confidence and not use it for any purpose unless one of the conditions described in Paragraph 10.3.2 (Source Code Release Conditions) has occurred which would permit County to use the Source Code as provided in Paragraphs 10.2.1(iii) and 10.2.1(iv). However, County is entitled to make copies of the Source Code for archival purposes.

10.3.2 Source Code Release Conditions

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

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

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

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

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

(v) Contractor ceases to provide, or otherwise breaches its Maintenance and Support Services obligations pursuant to Exhibit D (Maintenance and Support Services).

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

10.3.3 County's Right to Verify Source Code

Regardless of whether one of the Release Conditions occurs, County shall have the right to verify the relevance, completeness, currency, accuracy, and functionality of the Source Code by, among other things, compiling the Source Code and performing test runs for comparison with the Application Software other than Third Party Software.

10.3.4 Possession and Use of Source Code

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

11. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT; CONTINUOUS PRODUCT SUPPORT

11.1 Limitation on Assignment. Contractor shall not have any right to, and shall not, assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 11, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties, including by the Board. Any payments by County to any delegate or assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

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

11.3 Continuous Product Support. If (i) Contractor assigns this Agreement in accordance with Paragraph 11 (Prohibition Against Delegation and Assignment; Continuous Product Support), or (ii) Contractor sells, assigns, or transfers its interest in the System in accordance with Paragraph 9.4 (Further Warranties), and in either case, subsequent to such event, the System is not supported to at least the same level that Contractor supported the System as determined by County's Project Director (because, for example, Contractor's assignee chooses to support other products with similar functions), or, (iii) Contractor markets a successor software product which replaces the System Software (other than the Third Party Software), and with the consent of County in its sole discretion, ceases to provide Maintenance and Support Services for such System Software during the Term (each of conditions (i), (ii), and (iii) referred to as a "Successor Event"), then County, at its sole option, may elect to transfer the License, without cost or penalty, to another similar product ("Replacement Product") within Contractor's or its assignee's or successor's product offering. The assignee or successor, if applicable, by taking benefit (including acceptance of any payment under this Agreement) shall

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

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

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

11.3.3 County shall receive reasonable training for Users, for purposes of learning the Replacement Product. Training shall be provided at no cost to County or Users;

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

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

12. WARRANTY AGAINST CONTINGENT FEES

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

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

13. INDEPENDENT CONTRACTOR STATUS

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

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

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

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

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

14. SUBCONTRACTING

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

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

14.2.1 The reason(s) for the particular subcontract.

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

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

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

14.2.5 A draft copy of the proposed subcontract which shall contain, at a minimum, the provisions set forth in Exhibit I (Required Subcontractor Provisions). The provisions of Exhibit I (Required Subcontractor Provisions) may be changed only with the prior written approval of County's Project Director.

14.2.6 A certificate of insurance from the proposed Subcontractor which establishes that the Subcontractor maintains all the programs of insurance required by Exhibit I (Required Subcontractor Provisions).

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

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

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

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

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

14.4 In its proposed subcontract, Contractor may supplement but not amend the provisions set forth in Exhibit I (Required Subcontractor Provisions), so long as, after all such supplementation, the particular subcontract is not inconsistent with this Agreement, and does not reduce or limit County's rights or benefits hereunder. It is essential to County's willingness to permit any subcontracting that with respect to any subcontract and the performance, obligations, liabilities or responsibilities being subcontracted to that Subcontractor thereunder, the results and benefits to County are no less than if Contractor itself discharged such performance, obligations, liabilities or responsibilities.

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

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

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

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

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

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

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

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

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

14.12.1 An executed Subcontractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement (in the form attached to Exhibit I (Required Subcontractor Provisions)) for each of Subcontractor's employees performing work under the subcontract. Such agreements shall be delivered to County's Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee performs work under the subcontract.

14.12.2 Certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by Exhibit I (Required Subcontractor Provisions), and Contractor shall ensure delivery of all such documents to County's Project Director before any Subcontractor employee may perform any work hereunder.

14.12.3 Any other information reasonably requested by County.

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

15. INDEMNIFICATION, INSURANCE AND PERFORMANCE SECURITY

15.1 General Indemnification

For the purpose of this Agreement, to "Indemnify" means to indemnify, defend and hold harmless from and against any and all alleged or actual liability (whether arising under a theory of contract, statute, strict liability, product liability, common law, tort, equity or otherwise), including in each case all damages, losses, demands, claims, actions, fees, costs, fines, penalties, and expenses (including reasonable attorney's fees, legal, accounting, and other expert witness, consulting and professional fees, costs of electronic legal research, costs of factual investigation and investigators, other defense costs, and all costs of enforcing such indemnity), collectively hereinafter referred to as "Liabilities". Contractor shall Indemnify County, and its Special Districts, elected and appointed officers, officials, County Staff, and agents (the "County Indemnitees") from and against any and all Liabilities in any way arising from, connected with or related to Contractor's, Subcontractors', or any of their respective agents',

employees', officers', directors' or shareholders' breach of this Agreement, the performance or nonperformance of the System, or acts, errors or omissions in the performance of Work or provision of products or services by Contractor or any Subcontractor hereunder. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 15 shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County, such approval not to be unreasonably withheld. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law and this Agreement, County shall be entitled to reimbursement for all such costs and expense. In addition, Contractor shall not have the right without County's prior written approval to enter into any settlement, enter any plea of guilt or nolo contendere, agree to any injunction or make any admission, in each case, on behalf of County without County's prior written approval, other than a monetary judgment against County Indemnitees, which monetary judgment shall be covered by and within the policy limits of Contractor's insurance obligations under this Agreement and which shall be fully satisfied by a one-time monetary payment.

15.2 Intellectual Property Indemnification

15.2.1 Contractor shall Indemnify the County Indemnitees in accordance with Paragraph 15.1 (General Indemnification) from and against any and all Liabilities for or by reason of any actual or alleged infringement of any patent or copyright, any actual or alleged trade secret disclosure or misappropriation, or any other intellectual property rights of any third party, in each case arising from or related to the System or its use under this Agreement, or the operation and utilization of Contractor's or any Subcontractor's Work under this Agreement (hereafter collectively referred to as "Infringement Claim(s)"). Contractor shall have no obligation to County under this Paragraph 15.2 to the extent any Infringement Claim is caused by use by County of the System in a manner that is in material noncompliance with the Specifications and other applicable Documentation.

15.2.2 Without limiting the foregoing, in the event County's Project Director becomes aware that ongoing use of the System or any Component(s) thereof are the subject of any Infringement Claim that might preclude or impair County's use of the System or any System Component (e.g., injunctive relief), or that County's continued use of the System or any System Component may subject it to punitive damages or statutory penalties or other costs or expenses, County shall give written notice to Contractor of such facts. Upon notice of such facts or upon independent determination thereof by Contractor, Contractor shall, at no cost to County, either (1) procure the right, by license or otherwise, for County to continue to use the System or affected System Components, or parts thereof, to the same extent of County's license under this Agreement, or (2) to the extent Contractor is unable to procure such right, replace or modify the System or System Components with another system or Components of equivalent quality and performance capabilities, in County's determination, to become non-infringing, non-misappropriating and/or non-disclosing. If Contractor fails to complete the remedial acts set forth above within forty-five (45) days of the date of the written notice from County, County shall have the right to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of the System or System Components or Liabilities, or any damages or other costs or expenses (hereinafter referred to as "County's Remedial Acts"). Contractor shall promptly reimburse County for all amounts paid and all direct and indirect Liabilities and other costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts and costs within ten (10) days of invoice by County shall, in addition to, and cumulative with all other remedies entitle County to immediately withhold payments due to Contractor under this

Agreement up to the total of the amounts and costs paid in connection with County's Remedial Acts.

15.3 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 15.3 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

15.3.1 Evidence of Coverage and Notice to County:

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

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

(iii) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

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

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

Los Angeles County Department of Mental Health
Chief Information Office Bureau
695 South Vermont Avenue, 7th Floor
Los Angeles California 90005
Attention: Robert Greenless

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

15.3.2 Additional Insured Status and Scope of Coverage

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

15.3.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

15.3.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

15.3.5 Insurer Financial Ratings

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

15.3.6 Contractor's Insurance Shall Be Primary

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

15.3.7 Waivers of Subrogation

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

15.3.8 Subcontractor Insurance Coverage Requirements

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

15.3.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

15.3.10 Claims Made Coverage

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

15.3.11 Application of Excess Liability Coverage

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

15.3.12 Separation of Insureds

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

15.3.13 Alternative risk Financing Programs

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

15.3.14 County Review and Approval of Insurance Requirements

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

15.4 Insurance Coverage Requirements

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

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

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

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

15.4.4 Unique Insurance Coverage

(i) Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

(ii) Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for

a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

(iii) Property Coverage

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

15.5 Performance Security Requirements

Within ten (10) days of the Effective Date, and in any event prior to commencing any Work under this Agreement, Contractor shall obtain and provide to County evidence satisfactory thereto, of performance security in respect of its obligations under this Agreement. Such surety may be provided by one of the following forms, as approved by County in its sole discretion, and shall be conditioned upon faithful performance and satisfactory completion of all Work hereunder by Contractor until the expiration of the System Warranty Period:

15.5.1 Performance Bond. A faithful performance bond in a form acceptable to County, in an amount equal to one-hundred percent (100%) of the total Contract Sum award amount and executed by a corporate surety licensed to transact business in the State of California. Such performance bond shall be maintained until the expiration of the System Warranty Period.

15.5.2 Certificate of Deposit (CD) or Letter of Credit (LOC). A CD or an irrevocable LOC, in either case in a form acceptable to County, payable to County upon demand in an amount not less than the total Contract Sum. Such CD or LOC shall comply with minimum criteria and standards established by County in its sole discretion and shall be maintained until the expiration of the System Warranty Period.

15.6 Failure to Maintain Insurance and Performance Security

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

16. RECORDS RETENTION AND INSPECTION/AUDIT SETTLEMENT

16.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe

any pertinent transaction, activity, or records relating to this Agreement provided such access rights do not constitute an unlawful invasion of the privacy rights of any Contractor employee and would not in the reasonable opinion of Contractor subject Contractor to legal liability. All such material, including, all financial records, time cards and other employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location within Los Angeles County or (b) pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location outside of Los Angeles County.

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

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

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

17. COUNTY AUDIT SETTLEMENTS

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

18. FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(i) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of ten thousand dollars ($10,000) or more over a twelve-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

19. PUBLIC RECORDS ACT

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

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

20. CONFIDENTIALITY

20.1 General

Except to the extent otherwise expressly provided in this Agreement or by applicable law, Contractor shall strictly maintain the confidentiality of all records, data and information obtained as a result of or in connection with its performance of this Agreement, including events or circumstances which occur during the course of Contractor's performance hereof, the terms and conditions of this Agreement, County Materials, personally identifiable information regarding any patient, relative or guardian of a patient, customer, insurer or payor to, service provider to or resident of County, data processed using or converted or imported into the System, data comprising output of or resulting from use of the System, Contractor or County billings to each other or any third party, County records, any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County, and other nonpublic

federal, state, or County information (collectively "Confidential County Data"). Contractor shall inform all of its officers, employees and agents providing Work hereunder, as well as all Subcontractors, of the confidentiality provisions of this Agreement, and shall furthermore limit its disclosures of Confidential County Data in each case to only those employees, agents and Subcontractors as need to know the information in order to fully perform this Agreement.

20.2 Disclosure of Information

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

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

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

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

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

20.4 Use of County Name

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

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

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

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

20.5 This Provision Not Applicable to Certain Information

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

20.6 Indemnification

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

20.7 Injunctive Relief

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

21. PROPRIETARY CONSIDERATIONS

21.1 Contractor and County agree that without limiting Contractor's intellectual property rights in the System Software, County owns, and Contractor hereby transfers to County, all right, title, and interest in the physical media through which the System Software and any other Work performed by or on behalf of Contractor is delivered to County pursuant to this Agreement, in any form whatsoever, including the physical media through which the Source Code is held on deposit in escrow (collectively, the "Physical Materials").

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

21.3 Upon request of County, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title, and interest in and to the Physical Materials and the County Materials, including, all copyrights, patents, trade secret rights, moral rights and other proprietary rights. County shall have the right to register all copyrights and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's right, title, and interest, including, copyrights and patents, in and to the County Materials.

21.4 As requested in writing by County's Project Director, Contractor shall affix the following notice to County Materials developed under this Agreement: "Copyright 2008, County of Los Angeles. All Rights Reserved" (or such other applicable year of first development or publication). Contractor shall affix such notice as directed by County.

21.5 During the Term and for five (5) years thereafter, and without limiting Contractor's obligations under Paragraphs 20 (Confidentiality) and 72 (Contractor's Obligations As A Business Associate Under HIPAA and HITECH Act), Contractor shall maintain and provide security for all Contractor's working papers prepared under this Agreement, and to protect such working papers from loss or damage by any cause, including fire and theft. County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein, for County purposes only.

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

21.7 Subject to Paragraph 19 (Public Records Act), County will use reasonable means to ensure that Contractor's proprietary and confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute, or disclose to non-County entities (other than outside counsel or consultants subject to non-disclosure agreements or obligations)

Contractor's proprietary and confidential material, including the Application Software, without the prior written permission of Contractor or as required by law or pursuant to Paragraph 59 (Dispute Resolution Procedure).

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

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

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

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

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

22. COMPLIANCE WITH APPLICABLE LAW

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

23. FAIR LABOR STANDARDS

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

24. NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

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

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

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

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

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

24.8 Without limiting Contractor's indemnification obligations or County's other remedies hereunder, the parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

25. COMPLIANCE WITH JURY SERVICE PROGRAM

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

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

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

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

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

26. EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

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

27. WAIVER

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

Without limitation of the foregoing, County may deduct from amounts otherwise payable to Contractor hereunder County's uncompensated damages for Contractor's breach of any provision hereof. The preceding sentence is intended only as a clarification of County's remedies in the event of breach, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims pursuant to Paragraph 59 (Dispute Resolution Procedure).

28. GOVERNING LAW, JURISDICTION, AND VENUE

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

29. SEVERABILITY

If any provision of this Agreement is adjudged void invalid, or illegal for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of this Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deemed deleted here

from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

30. HIRING OF EMPLOYEES

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

31. TERMINATION FOR INSOLVENCY

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

31.1.1 Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County.

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

31.1.3 The appointment of a receiver or trustee for Contractor.

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

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

31.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States

Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, such Section 365(n) (including, the right to continued use of all source and Object Code versions of the System Software and related Documentation), and shall not interfere with the rights and benefits of County as provided therein. Furthermore, failure by County to assert its rights to "retain its benefits" under the Agreement pursuant to 11 U.S.C. § 365(n)(1)(B) shall not be construed by either Party or by a court as a termination of the Agreement by County under 11 U.S.C. § 365(n)(1)(A). The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

32. TERMINATION FOR DEFAULT

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

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

32.1.2 Immediately upon notice to Contractor if on two separate occasions in any single calendar month, or more than four times in the aggregate, during the Term, if Contractor fails to timely correct a Deficiency pursuant to the service level of support set forth in Exhibit D (Maintenance and Support Services); or

32.1.3 If Contractor fails to perform or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of fifteen (15) days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure; provided that (i) Contractor shall not be entitled to any cure period, and County may terminate immediately, in the case of a failure to successfully and timely complete any Key Deliverable, including any Milestone, or in the event that Contractor's failure to perform or comply is not reasonably capable of being cured, and (ii) that the above cure periods shall in no way apply to the calculation of the credits to County described in Paragraph 7.3 (Credits to County). If, pursuant to the preceding sentence, County has terminated this Agreement without providing a cure period, and subsequently a final determination is made that the default was capable of being cured, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 34 (Termination for Convenience).

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

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

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

32.2.3 County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services, and other work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services, and other work;

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

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

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

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

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

33. TERMINATION FOR IMPROPER CONSIDERATION

County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, County Staff, or other County agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement, or the making of any determinations with respect to Contractor's performance pursuant hereto. In

the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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

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

34. TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

34.5 For a period of five (5) years after final settlement under this Agreement, Contractor shall make available to County, at all reasonable times, all its books, records,

documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

35. POST-TERMINATION PROCEDURE

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

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

35.1.2 Transfer title to all System Components to County pursuant to the terms of this Agreement;

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

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

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

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

35.3 Nothing in this Paragraph 35 shall be deemed to prejudice any right of Contractor to make a claim against County in accordance with applicable law and regular County

procedures for payment for Work performed through the effective date of County's termination of this Agreement for convenience.

36. NOTICE OF DELAYS

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

37. CONFLICT OF INTEREST

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

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

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

38. DAMAGE TO COUNTY PROPERTY

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

38.2 Contractor at its own cost, shall repair, cause to be repaired, or replace at County's sole discretion, any and all County property that is damaged by Contractor, or employees or agents of Contractor including any Subcontractor, directly or indirectly including but not limited to System Hardware, System Software, office machines, office equipment, and/or furniture. Such repairs or replacements shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the earlier of discovery by Contractor or notice to Contractor of discovery by County.

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

39. UNLAWFUL SOLICITATION

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

40. OTHER PROVIDERS

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

41. RESOLICITATION OF BIDS OR PROPOSALS

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

41.2 Contractor acknowledges that County, in its sole discretion, may enter into a contract for the future provision of goods and services, based upon the bids or proposals

received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

42. CONTRACTOR'S OFFICES

Contractor's business offices are located at _____. Contractor shall notify in writing Department of Mental Health, Chief Information Office Bureau, 695 South Vermont Avenue, 7th Floor, Los Angeles, California, 90005, of any change in its business address at least ten (10) days prior to the Effective Date thereof.

43. VALIDITY

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

44. RESTRICTIONS ON LOBBYING

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

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

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

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

46. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

47. NONDISCRIMINATION IN SERVICES

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

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

48. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

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

49. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

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

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

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

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

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

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

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

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

53. DELIVERY AND RISK OF LOSS

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

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

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

54. ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, will be granted access to County Facilities, subject to Contractor's prior notification to County's Project Director, for the purpose of

executing Contractor's obligations hereunder. Access to County Facilities shall be restricted to normal business hours on Working Days. Access to County Facilities outside of normal business hours and on other than Working Days must be approved in writing in advance by County's Project Director, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights in County Facilities. While present at County Facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Director.

55. COUNTY FACILITY OFFICE SPACE

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

56. SYSTEM USE

Following installation by Contractor and prior to Final System Acceptance by County, County shall have the right to use, in a Production Use mode, any completed portion of the System, without any additional cost to County where County determines that it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall not be deemed Final System Acceptance.

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

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

58. PHYSICAL ALTERATIONS

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

59. DISPUTE RESOLUTION PROCEDURE

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

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

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

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

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

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

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

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

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

59.10 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 59, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

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

60. NEW TECHNOLOGY

Contractor and County acknowledge the probability that the technology applicable to the System will change and improve during the Term. County desires the flexibility to incorporate into the System new technologies as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Manager of all such new technologies. Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies and techniques, indicating the advantages and disadvantages of incorporating same into the System, and provide an estimate of the impact such incorporation will have on the performance, scheduling, and price of the System. County, at its sole discretion, may request that this Agreement be amended to incorporate the new technologies, methodologies and techniques into the System pursuant to the provisions of Paragraph 6 (Change Notices and Amendments). For clarity, nothing in this Paragraph 60 is intended to limit Contractor's obligations in respect of Maintenance and Support Services.

61. NOTICES

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

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

To County: (1) County's Project Director
[TBD]

(2) County's Project Manager
[TBD]

(3) Department of Mental Health
Chief Information Office Bureau
Attn: [TBD]
695 South Vermont Avenue, 7th Floor
Los Angeles, California, 90005
Facsimile:

To Contractor: _____
_____
Attention:_____
Facsimile:
Electronic mail:

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

62. NO THIRD PARTY BENEFICIARIES

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

63. MOST FAVORED PUBLIC ENTITY

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

64. COUNTY'S QUALITY ASSURANCE PLAN

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

65. CAPTIONS AND PARAGRAPH HEADINGS

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

66. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of arm's length negotiation between Contractor and County. Each party has had the opportunity to receive advice from independent counsel of its own choosing, by _____, in the case of Contractor, and Robert E. Kalunian, Acting County Counsel, by Jose Silva, Esq., Deputy County Counsel and outside counsel, Eric Clarke, Esq., in the case of County. This Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party.

67. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

68. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM

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

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

Failure by Contractor to meet the requirements of this Paragraph 68 shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

69. CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

69.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code (see Appendix R (Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance) and Appendix P (Listing of Contractors Debarred in Los Angeles County)), if County acquires information concerning the performance of Contractor on this or in other agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements Contractor may have with the County.

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

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

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

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

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

69.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the requesting contractor has been debarred for a period longer

than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

69.11 Appendix P (Listing of Contractors Debarred in Los Angeles County) provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

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

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

71. ASSIGNMENT BY COUNTY

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

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

County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, and regulations promulgated thereunder, including without limitation the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") codified at 45 C.F.R. Parts 160 and 164 (collectively the "Privacy and Security Regulations"). Under this Agreement, Contractor provides, and County receives Work which provides Contractor with access to Protected Health Information as such term is defined the Business Associate Agreement attached hereto as Exhibit M (Business Associate Agreement). Contractor understands and agrees that its Work hereunder subjects Contractor and any applicable Subcontractors to the requirements of the Privacy and Security Regulations and the HITECH Act, and covenants, represents, and warrants that each of them shall execute and strictly comply with the terms of the Business Associate Agreement.

73. PURCHASING RECYCLED-CONTENT BOND PAPER

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

74. AUTHORIZATION WARRANTY

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

75. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

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

76. SAFELY SURRENDERED BABY

76.1 Notice To Employees Regarding The Safely Surrendered Baby Law

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

76.2 Contractor's Acknowledgment Of County's Commitment To The Safely Surrendered Baby Law

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

77. CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF TOTAL CONTRACT SUM (UNDER CONTRACT PROVISION)

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

78. BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the Work to be provided by Contractor under this Agreement shall also be reduced correspondingly at the direction of County's Project Director. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board of Supervisors approval of such actions. Except as set forth in this Paragraph 78, Contractor shall continue to perform all of the Work set forth in this Agreement.

79. TIME IS OF THE ESSENCE

Contractor agrees and acknowledges that County's need for implementation of the System is urgent, and that therefore, time is of the essence in Contractor's performance of this Agreement.

80. SURVIVAL

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

4.3	Unapproved Work
8.7	County's Right to Withhold Payments
9	Warranty
9.7	Third Party Software
10	Ownership of the System and License
15	Indemnification, Insurance and Performance Security
16	Records Retention and Inspection/Audit Settlement
17	County Audit Settlements
18	Federal Access to Records
20	Confidentiality; Disclosure of Information
21	Proprietary Considerations
22	Compliance with Applicable Law
23	Fair Labor Standards
24	Nondiscrimination, Affirmative Action, and Assurance of Compliance with Civil Rights Laws
26	Employment Eligibility Verification
28	Governing Law, Jurisdiction, and Venue
29	Severability
30	Hiring of Employees
31	Termination for Insolvency
32	Termination for Default
33	Termination for Improper Consideration
34	Termination for Convenience
36	Notice of Delays
56	System Use
59	Dispute Resolution Procedure
62	No Third Party Beneficiaries
72	Contractor's Obligations as a Business Associate Under HIPAA and HITECH Act
74	Authorization Warranty
75	No Payment for Services Provided Following Expiration/Termination of Agreement

81. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

81.1 This Agreement is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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

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

81.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor 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:

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

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

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

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

82. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

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

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

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

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

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

82.5 **Local Small Business Enterprise (SBE) Prompt Payment Program**

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

83. FORCE MAJEURE

83.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

83.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

84. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

85. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 84 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM AGREEMENT

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

COUNTY OF LOS ANGELES

By _____
Chairperson, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By: _____

_____
CONTRACTOR

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:
ROBERT E. KALUNIAN
Acting County Counsel

Signed: _____
Printed: Jose Silva
Title: Deputy County Counsel

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APPENDIX F

GLOSSARY

Integrated Behavioral Health Information System

INTRODUCTION

This Appendix F (Glossary) is a compilation of commonly used terms and acronyms for Proposer's reference. Descriptions are provided for convenience purposes only and do not purport to be the legal definitions of such terms. In the event of conflict between the glossary and Appendix E (Sample Agreement), the definitions set forth in the Sample Agreement shall govern.

ITEM NO.	TERM	DESCRIPTION
1	3DES	See Triple Data Encryption Standard.
A		
2	AB3632	State Assembly Bill which provides a mental health service required in the client's existing individual education plan. A client must be between three (3) and twenty one (21) years of age at the time of service to qualify for AB 3632 services.
3	A-C	See Auditor-Controller.
4	Access Center Contact Manager	A system application that collects data from all call centers and displays it along with MHMIS, MEDS, and FFS information. This application is also used for client referrals.
5	ACCM	See Access Center Contact Manager.
6	Active Directory	Program providing central authentication and authorization services for MS Windows® based computers, allowing administrators to assign policies, deploy software, and apply critical updates to an entire organization.
7	ActiveX Data Objects	A set of Component Object Model objects for accessing data sources, which provide a layer between programming languages and OLE DB.
8	ADO	See ActiveX Data Objects.
9	Advance Directive	Legal documents or statements, including a living will, which are witnessed and allow an individual to convey in expressed instructions or desires concerning any aspect of an individual's health care, such as the designation of a health care surrogate, the making of an anatomical gift, or decisions about end-of-life care ahead of time. An Advance Directive provides a way for an individual to communicate wishes to family, friends and health care professionals, and to avoid confusion about end-of-life care ahead of time.
10	Advanced Encryption Standard	A block cipher adopted as an encryption standard by the U.S. government.
11	AES	See Advanced Encryption Standard.
12	American Standard Code for Information Interchange	Codes which represent text in computers, communications equipment, and other related devices.

ITEM NO.	TERM	DESCRIPTION
13	Annual Liability	The Annual Liability, also known as UMDAP liability, is based on a sliding scale fee and applies to services extended to the client and dependent family members. The annual liability is determined by using the adjusted monthly income amount and the number dependent on the adjusted monthly income. A client is responsible for the annual liability amount or the actual cost of care, whichever is less. The annual liability period runs from the date of the client's first visit through end of the subsequent eleven calendar months (e.g. An initial liability determination made of Jan 5, 2007 would be valid through December 31, 2007) and each 12-month period thereafter during which the client continues to receive services. It is renewed annually, provided the client continues to receive services, with the new 12-month period beginning on the 1st day of the month during which liability was originally determined (e.g. using the earlier example, the next annual liability period would run from Jan 1, 2008 through December 31, 2008). Note: Admissions and/or readmissions during the 12-month period do not change the sliding scale fee period.
14	ASC X12N	Official designation of the U.S. national standards body for the development and maintenance of Electronic Data Interchange standards.
15	Audit Record	Report on the status and performance of all network transactions seen in data network traffic.
16	Auditor-Controller	The department within the County that is responsible for auditing business operations and paying debts.
B		
17	Baseline Application Software	The commercial product initially provided by Contractor used for baseline test execution. Baseline testing has two purposes: First, all scripts are executed, validated and debugged (if necessary). Second, various single and multi-user tests are executed and recorded to provide a basis of comparison of all future testing. Initial baselines are typically taken as soon as the test environment is available. Re-baselining occurs at each new release.
18	BI	See Business Intelligence.
19	BMI	See Body Mass Index.
20	Body Mass Index	A measure of body fat based on height and weight that applies to both adult men and women.
21	Break-the-Glass	Break-the-Glass (which draws its name from breaking the glass to pull a fire alarm) refers to a quick means for a person who does not have access privileges to certain information to gain access when necessary. (Break the Glass procedure based on HIPAA security rule).
22	Bundling and Unbundling of Service Codes	Bundling or unbundling that occurs when the actual services performed and reported for payment on a claim can be represented by a different group of procedure codes.

ITEM NO.	TERM	DESCRIPTION
23	Business Intelligence	A business management term, which refers to applications and technologies that are used to gather, provide access to, and analyze data and information about company operations. Business intelligence systems can help companies have a more comprehensive knowledge of the factors affecting their business, such as metrics on sales, production, internal operations, and assist companies in making better business decisions.
C		
24	California Work Opportunity & Responsibility To Kids	A welfare program that gives cash aid and services to eligible needy California families. DMH maintains Memorandum of Understanding with the Department of Public Social Services to provide mental health services to CalWORKS beneficiaries.
25	CalWORKS	See California Work Opportunity & Responsibility to Kids.
26	CAU	See Central Authorization Unit.
27	CCHIT	See Certification Commission for Healthcare Information Technology.
28	CDR	See Contract Discrepancy Report.
29	Centers for Medicare & Medicaid Services - 1500	Standard paper claim form used by a non-institutional provider or supplier to bill Medicare carriers and Medicare administrative contractors when a provider qualifies for a waiver from the Administrative Simplification Compliance Act requirement for electronic submission of claims; also used to bill Medicaid State Agencies.
30	Central Authorization Unit	Unit of managed care division in the DMH Office of the Medical Director that conducts monitoring and authorization of services. Specific service authorizations include Over Threshold Authorization, psychological testing, Day Treatment/TBS Authorization and requests for authorization of out-of-county services.
31	Certification Commission for Healthcare Information Technology	A recognized certification authority for electronic health record products in the United States, setting the industry bar for functionality, interoperability of products and networks, and security.
32	Checkwrite	File created for processing of payment to FFS providers that are based on state approval.
33	Chief Information Office Bureau	A County department that provides information technology support for DMH. CIOB obtains some of the services needed by DMH through the County ISD, which serves all County departments. CIOB purchases some hosting services, particularly for Web-facing applications or those requiring 24/7 on-site support from ISD. CIOB is comprised of divisions like Enterprise Project Management, Planning, Administration, and IT Contracts.
34	Children's Countywide Case Management	A division within the DMH Child, Youth and Family Programs Administration which oversees a variety of Countywide administrative and service functions related to services provided to children and youth.

ITEM NO.	TERM	DESCRIPTION
35	CIOB	See Chief Information Office Bureau.
36	Citrix Client	Application delivery solution that provides a secure single point of access to all applications prior to streaming them to Users over a network.
37	Client and Services Information	A defined set of data elements that DMH is required to provide to the State Department of Mental Health on a regular basis.
38	Client Supportive Services	Essential service that may not be reimbursable under Medi-Cal or other benefits programs (e.g., outreach and engagement services, housing services, employment services, transportation, etc.).
39	CMS 1500	See Centers for Medicare & Medicaid Services - 1500.
40	COB	See Coordination of Benefits.
41	Cognos Business Intelligence	A BI product that delivers a complete range of BI capabilities, including reporting, analysis, score carding, dashboards, business event management and data integration, on a single architecture.
42	Cognos Report Writer	An individual who develops tests, deploys, and maintains Cognos reports and Cubes. The Cognos Report Writer also collaborates on County Business Intelligence initiatives.
43	Community Outreach Service	Services provided to the community-at-large, who include special population groups, human service agencies, and individuals and families who are not clients of the mental health system.
44	Community Services and Supports	One of the Plans funded under California's Mental Health Services Act. CSS plan focuses on children and families, transitional age youth, adults, and older adults who have the most severe and persistent mental illness or serious emotional disturbances, including those who are at risk of homelessness, jail, or being put or kept in other institutions because of their mental illness. The CSS Plan for Los Angeles County was initiated in 2005 and funds several new service delivery programs including Full Service Partnerships, Wellness Centers, Service Area Navigation Teams, Urgent Care Center, and Family Supportive Services.
45	Community Treatment Facility	The specific licensing term associated with a high level residential treatment facility for youth. A CTF facility is a higher level of care than an RCL 14 facility.
46	Component Object Model	A software architecture that allows the components made by different software vendors to be combined into a variety of applications. Component Object Model defines a standard for component interoperability, is not dependent on any particular programming language, is available on multiple platforms, and is extensible.

ITEM NO.	TERM	DESCRIPTION
47	Contract Discrepancy Report	A written report prepared by the County to identify Contractor's specific failures in meeting contract standards.
48	Contract Provider	A person/group/organization that contracts with DMH to provide any type of mental health services (e.g., direct services, indirect services, consultation).
49	Coordination of Benefits	A process for determining the respective responsibilities and priority order of two or more insuring entities that have some financial responsibility for a medical claim.
50	COS	See Community Outreach Service.
51	County Data Center	The County of Los Angeles Data Center, determined at the sole discretion of the Director, to be the primary production data center for the System. The County's Data Center hosts many County systems.
52	County Local Recovery Center	The County of Los Angeles Local Recovery Center, determined at the sole discretion of the Director, to be the fail-over recovery site which mirrors the County's production applications and databases. The Local Recovery Center contains dedicated servers, storage, and network equipment used to recover County systems quickly.
53	Countywide Resource Management	An organizational division within the DMH that centrally tracks capacity and prospectively authorizes access to approximately one thousand, three hundred (1,300) beds distributed across institutes for Mental Disease, a Psychiatric Health Facility, state hospitals, intensive residential facilities, and inpatient facilities servicing indigent clients.
54	CPT-4	See Current Procedural Terminology, 4th Edition.
55	Credentialing	A process of review to approve a provider who applies to participate in a health plan. Specific criteria and prerequisites are applied in determining initial and ongoing participation in the health plan.
56	CSI	See Client and Services Information.
57	CSS	See Community Services and Supports.
58	CTF	See Community Treatment Facility.
59	Current Procedural Terminology, 4th Edition	The official coding system for physicians to report their professional services and procedures to third parties for payment. It is produced and maintained by the American Medical Association.
D		
60	Data Center Hardware	A centralized location where computing resources that are critical to an organization are maintained in highly controlled environment, which include, for example, disks, disk drives, display screens, keyboards, printers, boards, and chips.
61	Data Mart	A database, or collection of databases, designed to help managers make strategic decisions about their business. A Data Warehouse combines databases across an entire enterprise as opposed to Data Marts that are usually smaller and focus on a particular subject or department.

ITEM NO.	TERM	DESCRIPTION
62	Data Triggers	Procedural code that is automatically executed in response to certain events on a particular table in a database.
63	Data Warehouse	A repository of historical data from disparate sources that can serve as corporate memory. The Data Warehouse contains raw data that could be fed into Data Marts which are available to decision support systems and/or Report Generation Languages.
64	Database Administrator	A database administrator directs or performs all activities related to maintaining a successful database environment. Responsibilities include designing, implementing, and maintaining the database system as well as establishing policies and procedures pertaining to the management, security, maintenance, and use of the database management system, and training employees in database management and use.
65	Database Management System	A collection of programs to access and manage data. Also called database system, or simply database. The primary goal of such a system is to provide an environment that is both convenient and efficient to use in retrieving and storing information.
66	Day Treatment Rehabilitation	Day Rehabilitation is a structured program of therapeutic services and activities, in the context of a therapeutic milieu, designed to improve, maintain and restore personal independence and functioning consistent with age-appropriate learning and development. It provides services to a distinct group of clients. Day Rehabilitation is a packaged program with services available at least three (3) hours and less than twenty-four (24) hours each day the program is open. In Los Angeles County these services must be authorized by the Central Authorization Unit.
67	DBA	See Database Administrator.
68	DBMS	See Database Management System.
69	DDE	See Direct Data Entry.
70	Deputy Director	An executive management position in the DMH that may have responsibility for multiple Service Areas (of which DMH has 8) as well as provide oversight for a particular type of Countywide program (e.g. Adult Systems of Care); and alternatively, may have responsibility for certain administrative functions (e.g., Program Support, Planning, and Training).
71	Diagnostic and Statistical Manual of Mental Disorders, 4th. Edition, Text Revision	Manual that is published by the American Psychiatric Association and provides diagnostic criteria and other information related to all psychiatric disorders.
72	Direct Data Entry	A process, using dumb terminals or computer browser screens, where the data is directly keyed by a health care provider into a health plan's computer system.
73	Directly Operated Facility(ies)	County mental health service delivery site that operates under the DMH's jurisdiction, and are staffed by County employees.
74	Director	The Director of Los Angeles County Department of Mental Health or the duly authorized designee.

ITEM NO.	TERM	DESCRIPTION
75	Double-Take Software	Software products and services that enable customers to protect and recover business-critical data and applications to support disaster recovery, high availability and centralized backup. The software provides solutions that ease recovery for Exchange, SQL, Virtual Systems, Oracle and more.
76	Dragon Naturally Speaking	A speech recognition software package produced by Nuance Communications for Windows PCs.
77	DSM IV	See Diagnostic and Statistical Manual of Mental Disorders, 4th. Edition, Text Revision.
E		
78	Early and Periodic Screening, Diagnosis, and Treatment program	A requirement of the Title XIX of the Social Security Act, Medi-Cal program to provide comprehensive health care, providing medically necessary services to underserved Medi-Cal eligible beneficiaries less than twenty one (21) years of age.
79	EARS	See Employee Application Request System.
80	ECMA	See European Computer Manufacturers Association.
81	EDI	See Electronic Data Interchange.
82	E-Fax	Fax messages transmitted with the aid of a computer.
83	EFT	See Enhanced File Transfer.
84	EHR	See Electronic Health Record.
85	Electronic Data Interchange	A set of standards for structuring information to be electronically exchanged between and within businesses, organizations, government entities and other groups.
86	Electronic Health Record	An electronic health record provides secure, real-time, patient-centric information to aid clinical decision-making by providing access to a patient's health information at the point of care.
87	Employee Application Request System	Web application to facilitate the tracking of employee and contract provider requests for access to various User information systems.
88	Enhanced File Transfer	A web-based secure file transfer solution that provides secure transport protocols, extensive User account control, and post processing workflow for the transfer of electronic files from business to business.
89	Entity-Relationship Diagram	A conceptual data model in graphical notation for representing databases.
90	Episode Data	Information collected regarding a patient that is associated with an Episode of Care.
91	Episode of Care	The time period between the opening and closing of a case within a mental health provider site and the services delivered during that time period through that provider site. It is possible for a client to have multiple episodes of care open at a given point of time.
92	EPSDT	See Early and Periodic Screening, Diagnosis, and Treatment program.
93	ERD	See Entity-Relationship Diagram.

ITEM NO.	TERM	DESCRIPTION
94	ETL	See Extract, Transform, and Load.
95	European Computer Manufacturers Association	ECMA is an international, Europe-based industry association founded in 1961 and dedicated to the standardization of information and communication systems. Many ECMA standards have been accepted as a base for international and European standards.
96	Extensible Markup Language	A general-purpose markup language whose primary purpose is to facilitate the sharing of data across different information systems, particularly via the Internet.
97	External payers	Entity external to DMH that reimburse the cost of care to the service provider.
98	Extract, Transform, and Load	A process in data warehousing that involves extracting data from outside sources, transforming it to fit business needs, and ultimately loading it into the Data Warehouse.
F		
99	Facility	A building or place that provides a particular service or is used for a particular industry.
100	Federal Financial Participation	The portion of costs payable for Short-Doyle/Medi-Cal [services covered by the Federal Medicaid (California Medi-Cal)] program.
101	Fee-for-Service	A funding mechanism whereby a provider is reimbursed based on services delivered.
102	FFP	See Federal Financial Participation.
103	FFS	See Fee-for-Service.
104	Fiscal Year	County's fiscal year which commences on July 1st and ends the following June 30th.
105	FSPs	See Full Service Partnerships.
106	Full Service Partnerships	Full Service Partnerships (FSPs) are a program model funded under the MHSA Community Service and Supports (CSS) Plan. In these programs, individuals and, where appropriate, their families enroll in a voluntary program designed to insure that the person(s) receiving services are provided the broad range of support needed to accelerate their recovery and develop an on-going realization of wellness. Each enrolled individual is assigned to a single point of responsibility case manager and team with a low enough caseload to insure around-the-clock availability. Services include linkages to, or provision of, all needed services or benefits as defined by the client and/or family in consultation with the case manager. Services are founded on a “whatever-it-takes” commitment and are judged effective by how well the individuals make progress on concrete outcomes of well-being.
107	FY	See Fiscal Year.

ITEM NO.	TERM	DESCRIPTION
G		
108	Grant-in-aid	Monies allocated by one level of government to another level of government to be used for specific purposes.
109	Guide to Procedure Codes	A manual created by DMH that defines specific mental health services covered under this contract and the acceptable codes that can be used to claim those services.
H		
110	HCPCS	See Healthcare Common Procedure Coding System.
111	Health Level Seven	Standards for electronic interchange of clinical, financial, and administrative information among health care oriented computer systems.
112	Healthcare Common Procedure Coding System	A standardized coding system for describing the specific items and services provided in the delivery of health care for Medicare, Medicaid, and other health insurance programs to ensure that insurance claims are processed in an orderly and consistent manner.
113	Healthy Families	The federally subsidized health insurance program administered by the State of California for the provision of comprehensive health services (including medical, dental, and vision care) to children from low income families from birth until their 19th birthday.
114	HIPAA Final Security Rules	Rules dealing specifically with electronic protected health information, which lay out three types of security safeguards required for compliance: administrative, physical, and technical.
115	HL7	See Health Level Seven.
116	Hot-Site	A disaster recovery facility that mirrors the organization's production databases in real time. Operational recovery is provided within minutes of a disaster.
117	HTTP	See Hypertext Transfer Protocol.
118	Hypertext Transfer Protocol	A communications protocol used to transfer or convey information on the World Wide Web.
I		
119	ICD-9	See International Classification of Diseases, Ninth Revision.
120	IE7	See Windows Internet Explorer 7.
121	IFB	See Invitation For Bid.
122	IMD	See Institutes for Mental Disease.

ITEM NO.	TERM	DESCRIPTION
123	Indigent Medication Program	A program managed by DMH Pharmacy Services division that coordinates the enrollment of indigent clients in pharmaceutical company Patient Assistance Programs (PAP) that enables indigent clients to receive free medications if they are unable to pay. Once an application is approved, replacement medications are shipped by the relevant pharmaceutical company to DMH Pharmacy Services, who in turn ships those medications to the dispensing contract pharmacy.
124	Information Warehouse	An information storage tier containing information derived as a result of data manipulation performed by data analysts utilizing complex queries and analysis. The information derived is designed to help management with the decision making process.
125	Inpatient Fee-for-Services	Services provided at a FFS/Medi-Cal Hospital. Such hospitals submit reimbursement claims for Medi-Cal psychiatric inpatient hospital services through DMH as the fiscal intermediary. Within DMH, this process is managed by the Medi-Cal Inpatient Consolidation Unit.
126	Institutes for Mental Disease	An IMD is a specifically licensed hospital, nursing facility or other institution of more than sixteen (16) beds that is primarily engaged in providing diagnosis, treatment or care of persons with mental illnesses, including medical attention, nursing care and related services.
127	Integrated System	A custom-developed web-based wrapper of the MHMIS developed in order to generate HIPAA-compliant claims. ISD hosts this application that runs on the Intel® platform.
128	Interagency Placement Screening Committee	Committee consisting of DMH and other community agencies that recommends and authorizes residential placement for children and adolescents with severe emotional disorders. This committee is coordinated by the DMH Countywide Children's Case Management Program.
129	Internal Services Department	Provides wide area network services throughout the County and County-level information security oversight.
130	International Classification of Diseases, Ninth Revision	The ICD-9 is used to provide a standard classification of diseases for the purpose of health records.
131	International Organization for Standardization	An international organization that consists of member bodies that are the national standards bodies of most of the countries of the world. ISO is responsible for the development and publication of international standards in various technical fields.
132	Internet Protocol	Set of techniques used by many hosts for transmitting data over the Internet.
133	Internet Protocol Security	A suite of protocols for securing IP communications by authenticating and/or encrypting each IP packet in a data stream.
134	Invitation For Bid	Solicitation based on a very specific and non-negotiable Statement of Work.

ITEM NO.	TERM	DESCRIPTION
135	IP	See Internet Protocol.
136	IPSec	See Internet Protocol Security.
137	IS	See Integrated System.
138	ISD	See Internal Services Department.
139	ISO	See International Organization for Standardization.
K		
140	Knowledge Base	A database for knowledge management that provides the means for the computerized collection, organization, and retrieval of knowledge.
L		
141	LAMHPS	See Los Angeles Mental Health Plan System.
142	LAPIS	See Los Angeles Public Administration/Guardian Information Systems.
143	Los Angeles Mental Health Plan System	A browser-based system used by Provider Relations to assist in maintaining credentials for Contract Providers. The LAMHPS is on an SQL server that is located in the Provider Relations office. The system contains information on: • Credentials • Contracts • Demographics • Group Members/Staff • Billing Address • License Number • Languages • Specialties • Contact Persons The data for this system in keyed in by the Provider Relations staff. There is an external interface with the MHMIS. The provider ID and license number is extracted from LAMHPS and stored in a DB2 table on MHMIS.
144	Los Angeles Public Administration/Guardian Information Systems	Information system that provides accounting, information management, and office automation for conservatorship, investigation and case management, placement tracking, funeral arrangement, and fiscal tracking.
M		
145	MAA	See Medi-Cal Administrative Activities.
146	Medi-Cal	The Medicaid program in the State of California.
147	Medi-Cal Administrative Activities	Activities outside of actual treatment that support the medical treatment such as enrolling people in Medi-Cal, recruiting new providers or any other administrative type of activities for the proper and efficient administration of the Medi-Cal program. Claims for MAA are currently entered in an internet browser based application.

ITEM NO.	TERM	DESCRIPTION
148	Medical Director	The psychiatrist who is responsible for the supervision of the psychiatric/medical service and leadership in the development and execution of clinical services provided under the DMH.
149	Medi-Cal Eligibility Data System	The data system maintained by the State of California Department of Health Services that contains information on Medi-Cal eligibility. This database is the authority for determining a beneficiary's eligibility for Medi-Cal specialty mental health services and the County responsible for authorization and payment of services.
150	Medicare Fiscal Intermediary	Private insurance companies that serve as the federal government's agents in the administration of the Medicare program, including the administration of claims payment.
151	MEDS	See Medi-Cal Eligibility Data System.
152	Mental Health Fee-for-Service	Backend system that applies edits to FFS claims before they are forwarded to the State as HIPAA compliant claims via the IS.
153	Mental Health Management Information System	Legacy mainframe based applications that encompass a number of distinct applications including PATS.
154	Mental Health Services Act	During the November 2004 General Election, the MHSA (Proposition 63) was approved by California voters to address the unmet needs of individuals with severe mental illness. The MHSA provides state tax dollars for specific county mental health programs and services. Proposition 63 will bring significant resources to Los Angeles County to expand mental health services to children, adults, and seniors.
155	Message Integrity	Process of ensuring that the data is whole or complete and preservation of data for its intended use.
156	MHFFS	See Mental Health Fee-for-Service.
157	MHMIS	See Mental Health Management Information System.
158	MHSA	See Mental Health Services Act.
N		
159	National Council for Prescription Drug Programs	An American National Standards Institute accredited standards development organization. NCPDP creates and promotes standards for the transfer of data to and from the pharmacy services sector of the healthcare industry.
160	National Drug Code	A medication-labeling mechanism used in the United States.
161	National Drug Code Number	A unique 10-digit, 3-segment number identifying the labeler, product, and trade package size that is assigned to each listed drug product.
162	National Provider Identifier	A unique, ten-digit numeric identifier assigned to covered health care providers by the National Plan and Provider Enumeration System. This identifying number does not carry any information about health care providers, such as the state in which they practice or their provider type or specialization. The intent of the NPI is to improve the efficiency and effectiveness of electronic transmission by allowing providers and business entities to submit the same identification number(s) to all payers, such as insurance plans, clearinghouses, systems vendors, and billing services.

ITEM NO.	TERM	DESCRIPTION
163	NCPDP	See National Council for Prescription Drug Programs.
164	NDC	See National Drug Code.
165	Negotiation Package	Detailed documents submitted by Contractor consisting of five major parts: Agency Identification; Program Description; Budget; Corporate Capability; and Required Supplemental Documentation.
166	Network Time Protocol	A means of transmitting time signals over a computer network.
167	NGA	See Non-Governmental Agency.
168	NOA	See Notice of Action.
169	Non-Governmental Agency	Any organization other than a unit of government or agency. Includes private profit and nonprofit organizations.
170	Non-repudiation	Verification that the sender and the recipient were, in fact, the parties who claimed to send or receive the message.
171	Notice of Action	A required document that is given to Medi-Cal beneficiaries informing them of denials, terminations, reductions or modifications of requested specialty mental health services from the County of Los Angeles Department of Mental Health Local Mental Health Plan, and the beneficiary's right to appeal.
172	NPI	See National Provider Identifier.
173	NTP	See Network Time Protocol.
O		
174	Object Linking and Embedding	A distributed object system and protocol developed by Microsoft® that is primarily used for managing compound documents and transferring data between different applications.
175	Object Linking and Embedding Database	A programming interface for data access from Microsoft. Applications can use OLE DB to access data sources directly or they can use OLE DB to call ODBC to access ODBC databases.
176	ODBC	See Open Database Connectivity.
177	Office Of Medical Director	A division of DMH that has Department-wide professional responsibility for the design, implementation, and quality management of clinical services.
178	OLE	See Object Linking and Embedding.
179	OLE DB	See Object Linking and Embedding Database.
180	OMA	See Outcome Measures Application.
181	OMD	See Office of Medical Director.
182	Open Database Connectivity	Application that provides a standard software application programming interface method for using database management systems.
183	Oral Presentation	An explanation and/or clarification of information stated in the Proposal. Presentations may be requested by the Department.
184	OTAR	See Over Threshold Authorization Request.

ITEM NO.	TERM	DESCRIPTION
185	Outcome Measures Application	Custom-developed system to capture and report MHSA-related outcome measures.
186	Over Threshold Authorization Request	Custom developed application to track TAR requests for authorization of treatment beyond a threshold of services not requiring pre-authorization during a given trimester of care. OTAR is used by the DMH Medi-Cal Professional Services division to manage mental health care provided through the Fee-for-Service Outpatient network. County anticipates replacing this application with the IBHIS.
187	Over-Threshold Specialty Mental Health Services	All services provided which exceed eight (8) sessions per trimester period are considered over-threshold and require prior authorization from the CAU. Over threshold limits and authorization are limited to specialty mental health services being delivered to Medi-Cal funded clients being served by Fee-for-Service Network providers.
P		
188	PAP	See Patient Assistance Program.
189	Intentionally Omitted.	
190	PATH	See Project for Assistance in Transition from Homelessness.
191	Patient Assistance Program	A program operated by a pharmaceutical company foundation that provides a mechanism by which indigent patients can obtain medications at no cost.
192	PATS	See Prescription Authorization and Tracking System.
193	PBM	See Pharmacy Benefits Manager.
194	PEI	See Prevention and Early Intervention.
195	Pharmacy Benefits Manager	A company that allows health plans to outsource the administration of their prescription drug benefit for plan members. This includes prescription claims adjudication, formulary/prior authorization management, manufacturer's rebate negotiation and data submission.
196	PHF	See Psychiatric Health Facility.
197	PHI	See Protected Health Information.
198	PIER	See Post-Implementation Review Report.
199	PMA	See Psychotropic Medication Authorization System.
200	PMM	See Project Management Methodology.
201	PMRT	See Psychiatric Mobile Response Team.
202	Point of Service	A Point-of-Service Medi-Cal program that gives providers the most current information available on Medi-Cal client accounts.

ITEM NO.	TERM	DESCRIPTION
203	Post-Implementation Review Report	The first or subsequent review of an IT solution and/or the process of its implementation, performed after its implementation, to assess any or all of the following: ▪ Whether the intended objectives of the solution are realized ▪ Actual costs and benefits compared against budget ▪ The effectiveness and appropriateness of the implementation process ▪ Causes of time and/or cost overruns, and quality and/or performance issues, if any ▪ Productivity and performance improvements resulting from the solution ▪ Whether business process and internal controls are implemented ▪ Whether User access controls are implemented in accordance with organizational policy ▪ Whether Users have been appropriately trained ▪ Whether the system is maintainable and can be further developed effectively and efficiently ▪ Whether available features and procedures, as relevant, have been implemented ▪ Compliance with relevant statutory requirements and organizational policies ▪ Opportunities for further improvement in either the solution or implementation process
204	Prescription Authorization and Tracking System	Electronic prescribing and pharmacy billing module hosted by ISD.
205	Prevention and Early Intervention	A Plan funded under the California Mental Health Services Act. This plan focuses interventions and programs on individuals across the life span prior to the onset of a serious emotional or behavioral disorder or mental illness.
206	Professional Services Unit	Administrative unit of managed care division in the DMH Office of the Medical Director that oversees the Central Authorization Unit and manages the credentialing of Fee-for-Service Network Medi-Cal providers.
207	Program Head	Program Head oversees personal, budget, and hiring of their specific program.
208	Project for Assistance in Transition from Homelessness	Program that provides services to individuals who have a severe mental illness or who have co-occurring severe mental illness and substance abuse disorders, and who are homeless or at imminent risk of becoming homeless.
209	Project Management Methodology	Highly detailed description of the procedures to be followed in a project life cycle. Often includes forms, charts, checklists, and templates to ensure structure and consistency.
210	Protected Health Information	Any information about health status, provision of health care, or payment for health care that can be linked to an individual. This term is specifically defined under HIPAA.

ITEM NO.	TERM	DESCRIPTION
211	Psychiatric Advance Directive	An Advance Directive specific to healthcare concerns associated with a psychiatric condition and the care provided for that condition. See Advance Directive.
212	Psychiatric Health Facility	A facility licensed under the provisions of Title 22, Chapter 9, Division 5 that provides therapeutic and/or rehabilitative services to clients who need acute care, but whose physical health needs can be met in an affiliated hospital.
213	Psychiatric Mobile Response Team	A field-based, directly-operated service delivery program that provides evaluations and interventions (including the initiation of an involuntary psychiatric hold, if indicated) of clients experiencing a psychiatric crisis in the community. These programs operate under the DMH Emergency Outreach Bureau. Similar field based programs (MET, SMART, HOPE) pair DMH staff with local law enforcement agencies.
214	Psychotropic Medication Authorization	Web application that allows doctors and clerks to enter medical and background information on Child and Transition Age Youth clients which require prescribed medications. The information is sent to the Courts for their approval.
Q		
215	QA activities	See Quality Assurance activities.
216	Qualified Proposer	A bidder, lawfully able to conduct business in the state, which is solvent, not in financial distress, and is willing and able to meet the requirements of the RFP.
217	Quality Assurance activities	Indirect activities defined by the Federal government that assist a Local Mental Health Plan in insuring and improving the quality of care delivered by its organization that are not provided as a service to or in relation to a specific client of the Department. Claiming for these services is currently paper-based. Only licensed professionals may claim for QA activities.
218	Quality Improvement Program	A DMH program involving DMH leadership, management, staff, consumers and family members intended to create and sustain a culture of system-wide involvement and continuous improvement to the delivery of care.
219	Quest Diagnostics	The organization with which DMH currently contracts to provide laboratory services to clients under the care of DMH.

ITEM NO.	TERM	DESCRIPTION
R		
220	RCL	See Residential Care Level.
221	RCL Certification Unit	A unit of the Childrens' Countywide Case Management division within the DMH Child, Youth and Family Programs Administration that issues placement certifications to residential care facilities to provide care for youth in need of this level of care. The unit also monitors the care being provided in these facilities.
222	Report Writer Tool	Solution used to modify existing reports or create entirely new ones from information throughout the System and usually also contains the ability to use multiple fonts, colors, sizes, and graphics to design the report for specific audiences and improve usability.
223	Reporting Repository	A database used to manage data delivered by the reporting functions for report generation.
224	Request for Information	A non-competitive request of information, data, comments, or reactions from possible Contractors preceding the issuance of a RFP document.
225	Request for Proposals	All documents, whether attached or incorporated by reference, utilized for soliciting proposals. Solicitation based on proposed solutions in response to a defined need of the County.
226	Residential Care Level	A licensing term used to designate specific levels of care, and associated requirements, for residential treatment facilities for youth. An "RCL 14" facility, for example, is a higher level of care than an "RCL 12" facility, and licensing requirements related to staffing and programming differ between the two types of facilities.
227	RFI	See Request for Information.
228	RFP	See Request for Proposals.
229	Intentionally Omitted.	
230	RSA SecurID	Credit card sized security token used to authenticate the authorized user, which also produces an unpredictable code that automatically changes every 60 seconds.
S		
231	S/MIME	See Secure / Multipurpose Internet Mail Extensions.
232	SAMHSA	See Substance Abuse and Mental Health Services Administration.
233	SAML	See Security Assertion Markup Language.
234	Schiff Cardenas Crime Prevention Act	State Assembly Bill 1913 administered as the Juvenile Justice Crime Prevention Act, providing a source of funding for community-based solutions to locally identified juvenile crime prevention needs.
235	SD/MC	See Short-Doyle/Medi-Cal.
236	SDMH	See State of California Department of Mental Health.
237	Secure / Multipurpose Internet Mail Extensions	A standard for public key encryption and signing of e-mail encapsulated in MIME.

ITEM NO.	TERM	DESCRIPTION
238	Secure Hash Algorithm	A secure hash or message digest algorithm adopted as a Federal Information Processing Standard.
239	Secure Sockets Layer	A cryptographic protocol which provides secure communications on the Internet for such things as web browsing, e-mail, Internet faxing, instant messaging and other data transfers.
240	Security Assertion Markup Language	An XML standard for exchanging authentication and authorization data between security domains, that is, between an identity provider (a producer of assertions) and a service provider (a consumer of assertions).
241	Service Area District Chief	A middle management position within the Los Angeles County Department of Mental Health that provides administrative oversight of directly-operated and contracted mental health service providers within one of Los Angeles County DMH's eight (8) geographically-based Service Areas. These individuals report to a Deputy Director.
242	Service Areas	Los Angeles County is administratively divided into eight (8) geographically-based Service Areas, also referred to as "Service Planning Areas". This organizational structure facilitates closer coordination among agencies providing services in that geographic area.
243	Service Providers Artisan and Tradesman Activities	Assists potential contractors in obtaining affordable general and auto liability insurance. The SPARTA Program is administered by the County's insurance broker, which is currently Municipality Insurance Services.
244	Service Request Tracking System	Contractor's system for reporting, tracking and monitoring System problems reported by County, as described in Section II.A(16) to Appendix D (Maintenance and Support Services).
245	SFPR	See Single Fixed Point of Responsibility.
246	SGF	See State General Fund.
247	SHA 1	See Secure Hash Algorithm.
248	Share of Cost	A monthly dollar amount some Medi-Cal recipients must pay, or agree to pay, toward their medical expenses before they qualify for Medi-Cal benefits. A Medi-Cal recipient's SOC is similar to a private insurance plan's out-of-pocket deductible.
249	Short-Doyle/Medi-Cal	The Federal Medicaid program in California that provides reimbursement for County mental health services to Medi-Cal eligible individuals.
250	Simple Network Time Protocol	A protocol for synchronizing the clocks of computer systems over packet-switched, variable-latency data networks.
251	Simple Object Access Protocol	A protocol for exchanging XML-based messages over computer networks, normally using HTTP/HTTPS.
252	Single Fixed Point of Responsibility	A specifically designated individual or team within a clinic or agency who has responsibility for maintaining the Client Care Coordination Plan and for coordinating and authorizing services provided to clients who are receiving ongoing mental health services.

ITEM NO.	TERM	DESCRIPTION
253	Sliding fee schedule	The charge for services based upon the income and family size of the individual or family requesting services.
254	SNTP	See Simple Network Time Protocol.
255	SOAP	See Simple Object Access Protocol.
256	SOC	See Share of Cost.
257	SPARTA	See Service Providers Artisan and Tradesman Activities.
258	Specialized Intensive Foster Care	A community-based alternative placement for children who require out-of-home care along with therapy and specialized services-including those children who are emotionally and behaviorally disturbed, developmentally disabled, and medically disabled. Specialized Intensive Foster Care programs involve the application of specific evidence-based practices designed to treat this population.
259	SRTS	See Service Request Tracking System.
260	SSL	See Secure Sockets Layer.
261	STAR	See System for Treatment Authorization Request.
262	State General Fund	California State General Fund (SGF) used as FFP match.
263	State of California Department of Mental Health	Provides oversight of the state public mental health budget, which includes local assistance funding. SDMH responsibilities include providing leadership for local county mental health departments, evaluating and monitoring public mental health programs, administrating federal funds for mental health programs and services, and the implementation of the Mental Health Services Act (Proposition 63).
264	STOP	See Supportive and Therapeutic Options Program.
265	Intentionally Omitted.	
266	Substance Abuse and Mental Health Services Administration	Federal agency which administers various programs related to SAMHSA within DMH. SAMHSA also refers to block grant funding received from SAMHSA to pay for certain services.
267	Supportive and Therapeutic Options Program	Program for children who do not qualify for any other type of funding for a particular service or support. The main goal of intervention or support is to help bring the child home, maintain the child in the home, or return the child to his/her community.
268	System Administrator	An individual responsible for maintaining a multi-user computer system, including a local-area network. Typical duties include: • Adding and configuring new workstations • Setting up User accounts • Installing system-wide software • Performing procedures to prevent the spread of viruses • Allocating mass storage space
269	System for Treatment Authorization Request	Tracks inpatient days approved and denied TAR. County anticipates to fully replacing this application with the IBHIS System.

ITEM NO.	TERM	DESCRIPTION
270	System Log	A computerized data logging of record events in a certain scope in order to provide an audit trail that can be used to diagnose problems.
T		
271	TA1 Interchange Acknowledgment	Indicator that a file was successfully received and any errors that existed within the envelope segments of the received X12 file.
272	TAR	See Treatment Authorization Request.
273	TAR Update Transmittal form	Form that allows for the correction of a previously adjudicated TAR.
274	Taxonomy	A particular code that defines the professional discipline of providers who render services to clients.
275	TBS	See Therapeutic Behavioral Services.
276	Therapeutic Behavioral Services	TBS is a short-term intensive intervention that may be included as one component of a comprehensive mental health service plan. TBS provides one-to-one support for full scope Medi-Cal children and youth under the age of twenty one (21) years, who are experiencing a life crisis or when a life crisis is imminent, who need additional support to transition from a higher to lower level placement or to prevent movement to a higher level of care. In Los Angeles County, these services must be authorized by the Central Authorization Unit.
277	TLS	See Transport Layer Security.
278	Transport Layer Security	A cryptographic protocol which provides secure communications on the Internet for such things as web browsing, e-mail, Internet faxing, instant messaging and other data transfers.
279	Treatment Authorization Request	A request submitted to DMH administration requesting authorization for the provision of a particular service or type of service of medication.
280	Triage	A process for sorting injured people into groups based on their need for immediate medical treatment.
281	Triple Data Encryption Standard	A block cipher formed from the Data Encryption Standard cipher by using it three times.
282	TUT Form	See TAR Update Transmittal form.
U		
283	UB-04	See Uniform Bill-04.
284	UB-92	See Uniform Bill-92.
285	UMDAP	See Uniform Methods of Determining Ability to Pay and Annual Liability.
286	Uniform Bill-04	A standardized form from the Centers for Medicare and Medicaid Services used to electronically submit claims for health care received in an institutional setting to payers.
287	Uniform Bill-92	Starting May 23, 2007, all of paper claims must use the UB-04 since the UB-92 will no longer be acceptable. See Uniform Bill-04.
288	Uniform Methods of Determining Ability to Pay	Process by which annual liability is determined. See Annual Liability.

ITEM NO.	TERM	DESCRIPTION
289	Unit of Service	The increment unit of time used to capture the quantity of services provided (e.g., 1 minute = 1 Unit of Service) during a mental health service procedure. Claims are generated based upon the service provided and multiplied by the rate for that procedure.
290	US ASCII	See American Standard Code for Information Interchange.
W		
291	Warm-Site	A disaster recovery facility that mirrors the organization's production databases in real-time. Operational recovery is expected not to exceed four (4) hours.
292	Web-enabled	Ability to access content using a web browser and HTTP (see Hypertext Transfer Protocol) as a primary communication protocol through the Internet or Intranet. Content may reside in the folder on the web server or on a database connected to the web server and is transparent to the user.
293	Webven	Program containing the Vendor's business profile and identifies the goods/services the business provides.
294	Welfare and Institutions Code	Code enacted to insure the rights or physical, mental or moral welfare of children are not violated or threatened by their present circumstances or environment. WIC establishes programs and services designed to provide protection, support or care of children and provides protective services to the fullest extent deemed necessary by the juvenile court, probation department or other public agencies designated by the Board of Supervisors to perform the duties prescribed by this code.
295	Wellness Center	Wellness Centers provide services for clients at advanced stages of recovery and include a mix of professional, peer-led and vocational services. Staffing includes at least fifty (50%) percent consumers in recovery.
296	WET	See Workforce Education and Training.
297	WIC	See Welfare and Institutions Code.
298	Windows Internet Explorer 7	A web browser released by Microsoft® in late 2006 for Windows Vista and XP SP2.
299	Workforce Education and Training	A Plan funded under the California Mental Health Services Act which provides financial and other support to counties in educating and training their workforce to better meet the service delivery. requirements of MHSA.
X		
300	XML	See Extensible Markup Language
301	XML Signature	A W3C recommendation that defines an XML syntax for digital signatures.

APPENDIX G - EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AND COPYRIGHT ASSIGNMENT AGREEMENT

DO NOT INCLUDE IN PROPOSAL CONTENT

APPENDIX G BECOMES AN EXHIBIT TO RESULTANT AGREEMENT

APPENDIX G - EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to COUNTY. Work cannot begin on the Agreement until this document has been executed.)

Contractor: _____

Agreement No: _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above (the "Contractor") has entered into a contract (the "COUNTY Agreement") with the County of Los Angeles (the "COUNTY") to provide certain services to the COUNTY. The COUNTY requires your signature on this Contractor's Employee Acknowledgement, Confidentiality & Assignment Agreement (the "Agreement").

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the COUNTY Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the COUNTY Agreement.

I understand and agree that I am not an employee of the COUNTY for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the COUNTY by virtue of my performance of work under the COUNTY Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the COUNTY pursuant to any contract or other arrangement between any person or entity and the COUNTY.

I understand and agree that I may be required to undergo one or more background and security investigation(s) administered by my employer or by the COUNTY. Such investigations may consist of credit, criminal, and/or motor vehicle record checks. I understand that to the extent consistent with applicable federal and state laws, I will not be able to work under the COUNTY Agreement if I have any felony convictions or outstanding warrants. I further understand that I may not work under the COUNTY Agreement if I have been convicted of a misdemeanor within the last five (5) years, or convicted of multiple misdemeanors prior to the last five (5) years. I understand and agree that my continued performance of work under the COUNTY Agreement is contingent upon my passing any and all such investigations to the satisfaction of the COUNTY as well as to my employer. I understand and agree that my failure to pass any such investigation shall result in my immediate release from performance under the COUNTY Agreement and/or any future contract with the COUNTY.

Contractor Name: _____ Agreement No. _____

Employee Name: _____

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the COUNTY and, if so, I understand that I may have access to confidential data and information pertaining to persons and/or entities receiving services from the COUNTY. In addition, I may also have access to proprietary information supplied by other vendors doing business with the COUNTY. The COUNTY has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning property, health, criminal, voting and welfare recipient records. I understand that if I am involved in COUNTY work, the COUNTY must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this Agreement as a condition of my work to be provided by my employer for the COUNTY. I have read this Agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any Confidential Information (as defined below), or other data or information obtained in connection with my work pursuant to the above-referenced COUNTY Agreement between my employer and the COUNTY. I agree to forward all requests for the release of any data or information received by me in connection herewith to my immediate supervisor.

I agree to keep confidential all property, health, criminal, voting and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the COUNTY, as well as all design concepts, algorithms, programs, formats, documentation, Contractor proprietary information provided in connection with the COUNTY Agreement, third party information or information disclosed by COUNTY that Contractor or COUNTY treats as confidential, any information embodied in or relating to the Works (as defined below), and all other original materials produced, created, obtained or provided to or by me under or in connection with the COUNTY Agreement (collectively, “Confidential Information”). I agree to protect such Confidential Information against disclosure to other than my employer or COUNTY employees who have a need to know the information. I agree that if proprietary information supplied by other COUNTY vendors is provided to me during this employment or otherwise in connection with this Agreement, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this Agreement by myself and/or by any other person of whom I become aware. I agree to return all materials embodying or containing Confidential Information to my immediate supervisor upon completion of work under the COUNTY Agreement, the termination of this Agreement, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT AGREEMENT:

As used in this Agreement, “Works” means (a) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in

Contractor Name: _____ Agreement No. _____

Employee Name: _____

whole or in part during my employment with Contractor which relates to the COUNTY Agreement, (b) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's or COUNTY's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (c) any part or aspect of any of the foregoing.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a "work made for hire," I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, create derivative works of, publish, distribute, sublicense, publicly perform and communicate, display, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor (including but not limited to the COUNTY) may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor, including but not limited to executing any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for my United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on my behalf and stead to execute and file any such

Contractor Name: _____ Agreement No. _____

Employee Name: _____

applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights, with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's or the COUNTY's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that violation or threatened violation of this Agreement may cause irreparable harm to COUNTY, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action, and that the COUNTY may furthermore seek all possible legal and equitable redress against me with respect to any such violation or threatened violation, including, without limitation, injunctive relief, without the posting of bond or other security.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

APPENDIX H - CONTRACTOR'S EEO CERTIFICATION

DO NOT INCLUDE IN PROPOSAL CONTENT

APPENDIX H BECOMES AN EXHIBIT TO RESULTANT AGREEMENT

APPENDIX H - CONTRACTOR'S EEO CERTIFICATION

Contractor Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

		YES	NO
1.	Contractor has written policy statement prohibiting discrimination in all phases of employment.	☐	☐
2.	Contractor periodically conducts a self-analysis or utilization analysis of its work force.	☐	☐
3.	Contractor has a system for determining if its employment practices are discriminatory against protected groups.	☐	☐
4.	When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal or timetables.	☐	☐

Authorized Official's Printed Name: _____

Title: _____

Authorized Official's ***Signature***: _____

Date: _____

APPENDIX I - REQUIRED SUBCONTRACTOR PROVISIONS

NOT ATTACHED

WILL BE DETERMINED DURING AGREEMENT NEGOTIATIONS

APPENDIX J - FORM OF CHANGE NOTICE

DO NOT INCLUDE IN PROPOSAL CONTENT

APPENDIX J BECOMES AN EXHIBIT TO RESULTANT AGREEMENT

APPENDIX J - FORM OF CHANGE NOTICE

Capitalized terms used in this Change Notice, without definition, have the meanings given to such terms in that certain **Agreement No. [ ]** (Agreement), or if not defined therein, in that certain Glossary attached thereto as Exhibit F (Glossary).

REQUESTOR INFORMATION:

Request Date: _____ Control No.: _____

Requested By: _____

Change Notice Amount: _____

FOR DMH USE ONLY

JUSTIFICATION FOR APPROVAL:

Pursuant to the applicable Section(s) of Paragraph 6 (Change Notices and Amendments) of the Agreement:

County's Project Director ***Signature:*** _____

Date: _____

County's Project Manager ***Signature:*** _____

Date: _____

County's Chief Information Officer
Signature: _____

Date: _____

Director of Mental Health ***Signature:*** _____

Date: _____

CHANGE NOTICE INFORMATION FROM REQUESTOR:

Requestor must include all information as set forth in Agreement Paragraph 6 (Change Notices and Amendments), Section 6.11, as follows:

1. Detailed functional and technical description of the Work to be performed

_____

2. "Not to Exceed" Price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion and payment schedule and estimated personnel hours for completion of Work

3. If applicable, Pool Dollars to be utilized by such Change Notice and the amount of Pool Dollars available under the Agreement, both before and after giving effect to such Change Notice

4. Related Tasks, Subtasks, and Deliverables

5. Description and itemized cost of any applicable hardware, software, and other materials required to complete the requested Work (also included, for avoidance of doubt, in Item No. 2)

6. Description and calculation of cost savings if requested Change Notice is accepted by County

7. Final delivery date for completed Work

8. As applicable, proposed revised Detail Work Plan, incorporating any changes to the Tasks, Subtasks and Deliverables or their completion schedules

This certifies that the above-requested Work is outside the scope of Work required of Contractor under this Agreement in order for Contractor to deliver the System.

Contractor's Project Director ***Signature:*** _____

Date: _____

Requestor shall submit the Change Notice to County's Project Manager. At that time, County's Project Manager will assign a control number so that the Change Notice can be tracked to completion. All outstanding Change Notices will be reviewed on a regular basis by County's Project Director.

APPENDIX K - TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

DO NOT INCLUDE IN PROPOSAL CONTENT

APPENDIX K BECOMES AN EXHIBIT TO RESULTANT AGREEMENT

APPENDIX K - TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address) _____	TRANSMITTAL DATE _____
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE	CONTRACT NUMBER _____

FROM:	TO:
_____ Contractor's Project Manager (Signature Required)	_____ County's Project Director

Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto, to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of all completion criteria applicable to such Tasks and Deliverables, and County's approval thereof. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Specifications as defined in the Agreement, including any applicable Change Notices. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.

TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Detailed Work Plan or applicable Change Notice)	DELIVERABLES (including Deliverable numbers as set forth in the Detailed Work Plan or applicable Change Notice)

COMMENTS: _____

Attached hereto is a copy of all supporting documentation required pursuant to the Agreement, including any additional documentation reasonably requested by County.

COUNTY ACCEPTANCE:

NAME _____ SIGNATURE _____ DATE _____
County's Project Director

NAME _____ SIGNATURE _____ DATE _____
County's Project Manager

Distribution:

Original - Financial Services	Copy 2 - County's Project Manager
Copy 1 - Contractor	Copy 3 - Master Contract File

APPENDIX L-U

COUNTY ORDINANCES AND POLICIES

Addendum Number Two
February 2, 2010

Integrated Behavioral Health Information System

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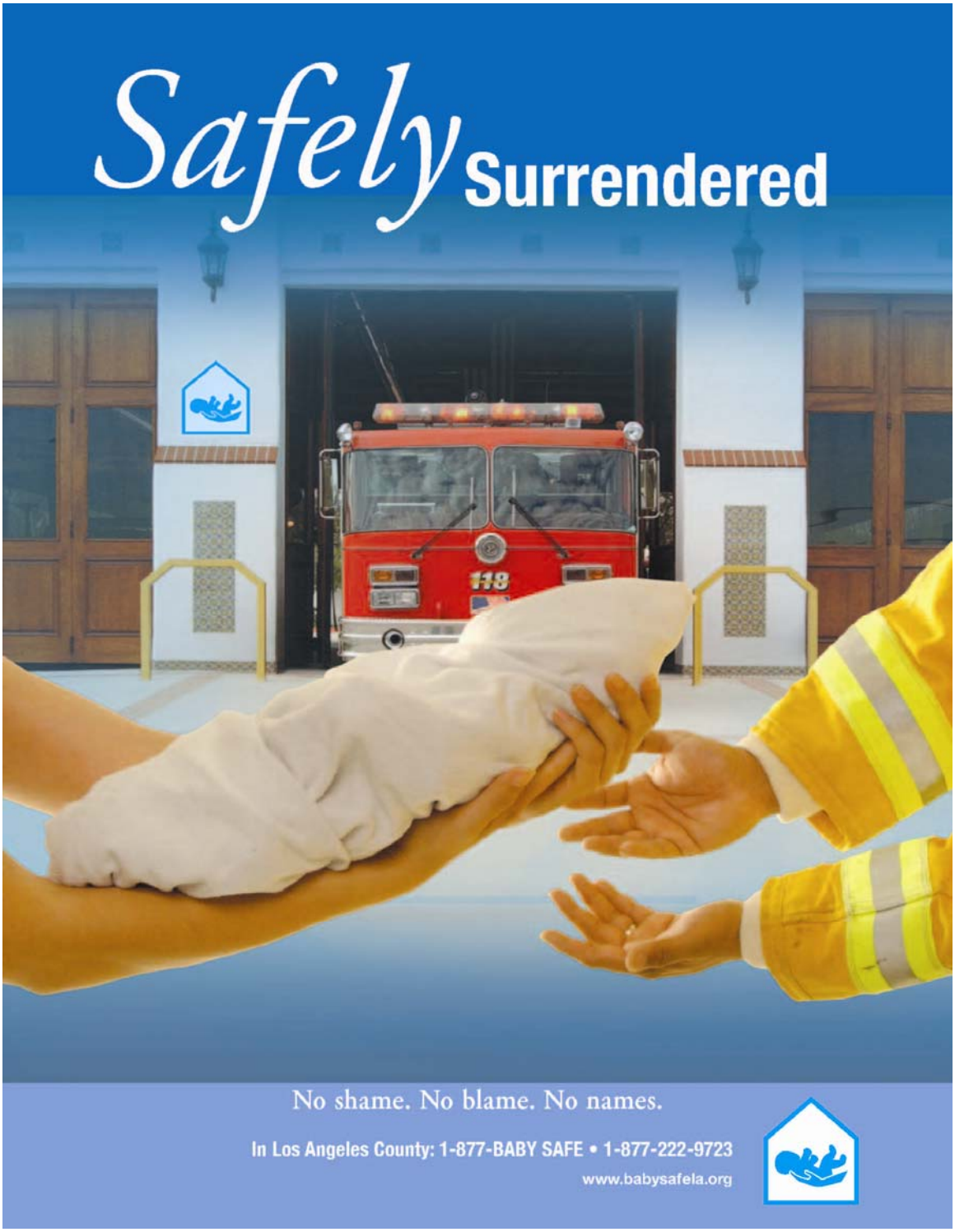
APPENDIX - L SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org


Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés
Sin Peligro
118
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

APPENDIX – M BUSINESS ASSOCIATE AGREEMENT

Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an

electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the

information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

1.13 "Services" has the same meaning as in the body of this Agreement.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by a telephone call to 1-562- 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Ángeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health

Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

APPENDIX – N TRANSMITTAL FORM TO REQUEST A RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 days of issuance of the solicitation document as described in Section 4.14 (Solicitation Requirements Review) of the RFP Body.

Proposer Name: _____ **Date of Request:** _____

Project Title: _____ **Project No.:** _____

*A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantage for the following reason(s): (**check all that apply**)*

- ☐ Application of **Minimum Requirements.**
- ☐ Application of **Evaluation Criteria.**
- ☐ Application of **Business Requirements.**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses.

- *I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.*
- *For each area contested, Proposer must explain in detail the factual reasons for the requested review.* (***Attach additional pages and supporting documentation as necessary***.)

_____

Request submitted by:

Name: _____ **Title:** _____

FOR COUNTY USE ONLY

Date Solicitation Released: _____

Date Transmittal Received by County: _____

Reviewed by: _____

Results of Review (Comments): _____

_____

Date Response sent to Proposer: _____

APPENDIX – O COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

APPENDIX – P LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

APPENDIX – Q IRS NOTICE 1015

Department of the Treasury
Internal Revenue Service

Notice 1015
(Rev. December 2007)
Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than $39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?
You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of $825, he or she must file a 2007 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2007)
Cat. No. 20599I

APPENDIX – R TITLE 2 ADMINISTRATION DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE

Sections:

2.202.010 Findings and declarations.
2.202.020 Definitions.
2.202.030 Determination of contractor non-responsibility.
2.202.040 Debarment of contractors.
2.202.050 Pre-emption.
2.202.060 Severability.

2.202.010 Findings and declarations.

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing

and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

(1) The actual or potential harm or impact that results or may result from the wrongdoing.
(2) The frequency and/or number of incidents and/or duration of the wrongdoing.
(3) Whether there is a pattern or prior history of wrongdoing.

(4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.

(5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.

(6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.

(7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.

(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor's principals participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and

recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

APPENDIX – S BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, **http://caag.state.ca.us/** , contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§

999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: **http://caag.state.ca.us/charities/statutes.htm**.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management,* 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 **http://www.cnmsocal.org/**., and statewide, the *California Association of Nonprofits,* **http://www.canonprofits.org/**. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix S is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

APPENDIX – T JURY SERVICE ORDINANCE
TITLE 2 ADMINISTRATION CHAPTER 2.203.010 THROUGH 2.203.090

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28,2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have

and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

APPENDIX – U DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Chapter 2.206

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed,

extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and

Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

PROPOSER'S NAME: _____

RFP NO: DMH-1109B2

APPENDIX V

COUNTY REQUIRED FORMS

Integrated Behavioral Health Information System

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EXHIBIT 1 - PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant to an offer and contract. ***(Attach additional pages if needed)***

1. If your firm is a corporation, state its legal name (as found in your Articles or Certificate of Incorporation) and State of incorporation:

   Name: _____

   State: _____ Year of Inc. : _____

2. If your firm is a limited liability company (LLC), state its legal name, state of organization and managing member(s) or manager(s):

   Name: _____

   State: _____ Year of Org. : _____

   Name of Manager(s) or Managing Member(s): _____

3. If your firm is a sole proprietorship or a limited partnership, state the name of the proprietor or all partners including limited partners, and identify the managing partner(s):

   Name of Proprietor: _____

   "or" Name of all Partners: _____

   Name of Managing Partner(s): _____

4. If your firm is doing business under one or more DBAs, please list all DBAs and the localities of registration:

   Name: _____

   Locality of Registration: _____ Year became DBA: _____

   Name: _____

   Locality of Registration: _____ Year became DBA: _____

5. Is your firm wholly or majority owned by, or a subsidiary of, another entity? Yes ☐ No ☐

   "If yes", Name of Parent entity: _____

   State of incorporation or registration of parent entity: _____

6. Please list any other names your firm has used within the last five (5) years:

   Name: _____

   Year of Name Change: _____

7. Is your firm considering, discussing, or otherwise in any way involved in any potential or pending acquisition/merger? If yes, describe the proposed transaction and provide the associated company name. (If not applicable, so indicate below.)

   _____

EXHIBIT 1 - PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT (continued)

Proposer acknowledges and certifies that it meets and will comply with all of the minimum mandatory requirements listed in Section 3.2 (Minimum Mandatory Requirements), of this Request for Proposal, as listed below. Failure to meet the minimum mandatory requirements will result in elimination from further consideration. *(Check appropriate boxes)*

Minimum Mandatory Requirements	**Yes**	**No**
1. Are you a legal entity licensed to do business in the State of California?	☐	☐
2. Do you maintain an office in the United States of America?	☐	☐
3. Does your proposed System have a current installation / customer site whose primary business is behavioral health or substance abuse service delivery and administration?	☐	☐
4. Does your proposed System run on one of the following production operating system platforms, at the stated version level or higher (e.g., more recent)? a. IBM AIX 5.3 b. HP-UX 11i v2 c. VMware ESX Server 3.5 d. Microsoft Windows 2003 Server e. Red Hat Enterprise Linux 5	☐	☐
5. Does your proposed System share data across modules and minimize the need for redundant data entry of client demographic data?	☐	☐
6. Does your proposed System offer role-based access security (RBAC)?	☐	☐
7. Does your proposed System have the ability to permit centralized administration and reporting across two (2) or more physical locations?	☐	☐
8. Does your proposed System include integrated products that provide practice management and claims processing?	☐	☐
9. Do you currently have a customer that is using the claims processing software of the proposed System, whose annual claims volume is 150,000 or more?	☐	☐

EXHIBIT 1 - PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT (continued)

Key Staff Qualifications	Yes	No
10. **Dedicated Participation and English Language Fluency**		
Proposer's core Project Team which have a primary project team role, including without limitation Proposer's Project Manager and technical staff, must be dedicated to the project to the extent necessary to meet project deliverables, deadlines and contractual commitments and **must** be fluent in spoken and written English.	☐	☐
11. **Proposer's Project Manager Minimum Qualifications**		
• Project Manager **must** have previous experience implementing the proposed System.	☐	☐
• Project Manager **must** have at least five (5) years of experience managing large software implementation projects.	☐	☐
• Project Manager **must** have at least five (5) years of experience in the healthcare industry.	☐	☐
12. **Proposer's Technical Staff Minimum Qualifications**		
Proposer must complete and submit Appendix B.6 (Proposer's Technical Staff Minimum Qualifications) describing Proposer's technical staff, technical roles and compliance with minimum qualifications and experience requirements.		
• Vendor's technical staff **must** possess a minimum of two (2) years experience within the last five (5) years for each of the following areas:		
◦ System Configuration;	☐	☐
◦ Troubleshooting;	☐	☐
◦ Interface Development;	☐	☐
◦ Custom Programming Modifications;	☐	☐
◦ Business Analysis;	☐	☐
◦ Testing;	☐	☐
◦ Quality Assurance; and	☐	☐
◦ Technical and application training and developing training materials.	☐	☐
• Vendor's technical staff responsible for System configuration and Interface development **must** have at least six (6) months experience supporting or implementing the proposed System.	☐	☐
• Vendor's technical staff responsible for database administration **must** have at least two (2) years of experience within the last five (5) years, with at least one (1) year experience on the proposed System in this capacity.	☐	☐
• At least one project team member of vendor's technical staff **must** have at least two (2) years of experience integrating the Components of the proposed System with other software.	☐	☐

EXHIBIT 1 - PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT (continued)

- At least one project team member of vendor's technical staff **must** have prior paid experience in the applied knowledge of the laws and principles governing State of California Department of Mental Health Medicare and Medi-Cal certification process, eligibility, claiming and billing, and payment rules. ☐ ☐

Additional Instructions

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the Proposal or at some later time, the County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign Agreements.

If the below referenced documents are not available at the time of Bid submission, Proposer must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the bid:

1. A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
2. A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership

The Proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with California Secretary of State and any amendments.

EXHIBIT 1 - PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT (continued)

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, then without limiting County's other remedies in respect thereof, the proposal may be rejected. The evaluation and determination in this area shall be at the County's sole judgment and such judgment shall be final.

The undersigned represents and warrants that he or she is a duly authorized representative of Proposer with all legal rights and authority necessary to fully bind Proposer to this offer and to all conditions hereof.

Proposer Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone No.: _____ Fax No.: _____

On behalf of _____
(Proposer's Name)

I _____ *(Name of Proposer's authorized representative)*

certify that the information contained in this Proposer's Organization Questionnaire/ Affidavit is true and correct to the best of my information and belief.

Signature: _____

Title of Authorized Signatory: _____

Internal Revenue Service Employer Identification Number: _____

California Business License Number: _____

County WebVen Number: _____

Date: _____

EXHIBIT 2 – CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGMENT OF RFP RESTRICTIONS

A. **By submission of this proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.**

B. List all names and telephone number of person legally authorized to commit the Proposer.

Name: _____ Phone No.: _____

Name: _____ Phone No.: _____

Name: _____ Phone No.: _____

***NOTE*:** Persons signing on behalf of the Proposer represent and warrant that they are authorized to bind the Proposer.

C. ***List names*** of all joint ventures, partners, subcontractors, or others having any right or interest in this proposal or any resulting contract or the proceeds thereof. (If not applicable, state "NONE").

_____

_____

D. **Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.**

Proposer's Name: _____

Signature: _____

Print Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

EXHIBIT 3 – CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated. Proposer certifies that neither it nor any of its employees, agents, partners, principals, shareholders, officers or directors are disqualified from County contracting in accordance with County Code Section 2.180.010.

Proposer's Name: _____

Signature: _____

Print Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

EXHIBIT 4 – FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

1. It is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;

2. That all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and

3. It is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Proposer's Name: _____

Signature: _____

Print Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

EXHIBIT 5 – COUNTY OF LOS ANGELES COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM - REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM

INSTRUCTIONS: **All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.**

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

COUNTY VENDOR NUMBER: _____

☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is my Local SBE Certification letter issued by the County.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify): _____

Total Number of Employees (including owners)**:** _____

Race/Ethnic Composition of Firm. Please distribute the above total number of employees into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name:	Authorized Signature:	Title:	Date:

EXHIBIT 6 – ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

		Yes	No
A.	Proposer has a proven record of hiring GAIN/GROW participants. *(Subject to verification by County.)*	☐	☐
B.	Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.	☐	☐
C.	Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.	☐	☐
	If Program Not Available: ☐ **N/A**		

Proposer's Name: _____

Signature: _____

Print Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Telephone No.: _____ Fax No.: _____

Date: _____

EXHIBIT 7 - COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM - CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Proposer is excepted from the Program.

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____

Solicitation for: _____ ***Services.***

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program. '**OR'**

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Proposer's Name: _____

Signature: _____

Print Name of Authorized Signatory: _____

Title of Authorized Signatory: _____ Date: _____

EXHIBIT 8 – OFFER TO PERFORM AND ACCEPTANCE OF TERMS AND CONDITIONS FOR AN INTEGRATED BEHAVIORAL HEALTH INFORMATION SYSTEM (IBHIS)

Proposer's Company Name: _____

hereby offers to provide and perform the Work set forth in the above-identified Request for Proposal (RFP) for Los Angeles County, under all the terms and conditions specified in the Sample Agreement included therein, except to the extent it has provided, in accordance with the instructions set forth in the body of the RFP, exceptions and proposed replacement language. Proposer hereby agrees that this offer shall be an irrevocable offer which shall remain in full force and effect for a minimum of three hundred ninety (390) days after the proposal submission deadline set forth in Section 1.3 (RFP Timetable), or until execution by County's Board of Supervisors of any resultant Agreement, whichever occurs later.

Proposer's Name: _____

Signature: _____

Print Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

EXHIBIT 9 – CERTIFICATION OF EMPLOYEE STATUS

Note: *This certification is to be executed and returned to COUNTY with your proposal package. If you are a successful Proposer, your company cannot begin work until COUNTY receives this executed document.*

Should COUNTY receive evidence that this certification is false, your company's proposal may be disqualified or, if awarded an Agreement, COUNTY may suspend, revoke or otherwise terminate said Agreement.

I CERTIFY THAT:

1. I am an officer or partner of Proposer;

2. Except to the extent pre-approved by County in accordance with the Agreement, all individuals who will work on the IBHIS account are employees of this organization (**NOT** subcontracted or leased workers from another company or temporary agency);

3. Applicable State and federal income tax, FICA, unemployment insurance premiums, and worker's compensation insurance premiums, in the correct amounts required by State and federal law, will be withheld as appropriate, and paid by Proposer for the employees who will work on the IBHIS account for the entire time period covered by the Contact.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Financial Officer: _____

Date: _____

Printed Name of Financial Officer: _____

Title: _____

Name of Company: _____

EXHIBIT 10 – PROPOSER CERTIFICATION

Proposer's Company Name: _____

(hereafter "Proposer") hereby certifies that the information submitted by Proposer named above in response to Los Angeles County's Request for Proposal (RFP) for an Integrated Behavioral Health Information System (IBHIS) for the Department of Mental Health (DMH) is true and correct to the best of Proposer's information and belief.

Proposer's Name: _____

Signature: _____

Print Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

EXHIBIT 11 – PROPOSER'S AGREEMENT TO ADHERE TO THE COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Child Support Compliance Program, Los Angeles Code Chapter 2.200. The Proposer also agrees to adhere to the County's Child Support Compliance Program if awarded an agreement.

Proposer's Name: _____

Signature: _____

Print Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

EXHIBIT 12 – PROPOSER INVOLVEMENT IN LITIGATION/CONTRACT COMPLIANCE DIFFICULTIES

Proposer's Name: _____

Check **YES** or **NO** on the following questions. If a yes answer is checked, please explain the circumstances and include discussion of the potential impact on the business. As part of the project selection process, the County, in its own discretion, may implement procedures to verify the responses made below. The County reserves the right to reject all or part of the proposal if false or incorrect information is submitted by the Proposer.

		Yes	No
1.	Is the Proposer currently, or within the past seven (7) years, involved in litigation?	☐	☐
2.	Is the Proposer currently, or within the past seven (7) years, involved in litigation related to the administration and operation of a program or organization?	☐	☐
3.	Is the Proposer or any member of Proposer's organization unable to be bonded?	☐	☐
4.	Have there been unfavorable rulings by a government agency or private business for improper conduct or contract compliance deficiencies?	☐	☐
5.	Has the Proposer ever had contract funds withheld, liquidated damages assessed, or a contract terminated in connection with any allegation of inadequate or otherwise unsatisfactory performance, or improper conduct?	☐	☐
6.	Has the Proposer refused to participate in any fiscal audit or review request by a government agency/private business?	☐	☐
7.	Is the Proposer aware of any contract dispute in which litigation is or may be pending?	☐	☐
8.	Is the Proposer involved in a Bankruptcy?	☐	☐
9.	Is the Proposer planning office closures?	☐	☐
10.	Is the Proposer involved in an impending merger?	☐	☐
11.	Is the Proposer involved in an Acquisition?	☐	☐

I certify that the above and any explanation attached is true and correct.

Proposer's Name: _____

Signature: _____

Print Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

EXPLANATION (use separate pages(s))

EXHIBIT 13 – CURRENT MEMBERS OF BOARD OF DIRECTORS

Proposer's Name: _____

Position: _____ Name: _____

Position: _____ Name: _____

Position: _____ Name: _____

Position: _____ Name: _____

Position: _____ Name: _____

Position: _____ Name: _____

Position: _____ Name: _____

Position: _____ Name: _____

I certify that the above is true and correct.

Proposer's Name: _____

Signature: _____

Print Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

EXHIBIT 14

[INTENTIONALLY OMITTED]

EXHIBIT 15 – CHARITABLE CONTRIBUTIONS CERTIFICATION

Proposer's Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Internal Revenue Service Employer Identification Number: _____

California Registry of Charitable Trusts "CT" Number: _____
(*if applicable*)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Proposer's Name: _____

Signature: _____

Print Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

EXHIBIT 16 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIERED COVERED TRANSACTIONS (45 C.F.R. PART 76)

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Proposer shall provide immediate written notice to County if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances

3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction”, “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact County for assistance in obtaining a copy of those regulations.

4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. Proposer further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transaction (45 C.F.R. Part 76), as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

7. Proposer acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

EXHIBIT 16 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIERED COVERED TRANSACTIONS (45 C.F.R. PART 76) (continued)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Expert for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10. Where Proposer and/or its Subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/.or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Proposer's Name: _____

Signature: _____

Print Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

EXHIBIT 17 – REQUEST FOR PROPOSAL/GROUNDS FOR REJECTION

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

a. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
b. Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
c. Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
d. Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Proposer hereby certifies that personnel who developed and/or participated in the preparation of the proposal do not fall within scope of Code Section 2.180.010 as outlined above.

Proposer's Name: _____

Signature: _____

Print Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

EXHIBIT 18 – PROPOSER'S NONDISCRIMINATION IN SERVICES CERTIFICATION

Proposer's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Internal Revenue Service Employer Identification Number: _____

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the Americans with Disabilities Act of 1990, the Proposer certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFCATION (*check one*)

	Yes	No
1. The Proposer has a written policy statement prohibiting discrimination in providing services and benefits.	☐	☐
2. The Proposer periodically monitors the equal provision of services to ensure nondiscrimination.	☐	☐
3. Where problem areas are identified in equal provisions of services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time.	☐	☐

Proposer's Name: _____

Signature: _____

Print Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

EXHIBIT 19 – TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- ❑ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years *(attach IRS Determination Letter)*;
- ❑ I have submitted my three most recent annual tax returns with my application;
- ❑ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ❑ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	***APPROVED***	***DISAPPROVED***	***DATE***

EXHIBIT 20 – PROPOSER'S REFERENCES

Proposer's Name: _____

Provide the following information for a **minimum of three (3) organizations** where most of the proposed Baseline Application Software is in production status. Choose organizations that are most comparable to DMH as an organization. DMH will contact these organizations for reference purposes.

It is the Proposer's sole responsibility to ensure that each firm's name, and point of contact name, title and phone number for each reference is accurate and that the point of contact is available to provide a reference for the Proposer when contacted by DMH.

References should be able to describe completed and/or ongoing projects on which they have worked with the Proposer and the size, volume, and scope are the same or similar to the project described in this RFP. References should be able to describe Proposer's performance and responsiveness to the project.

EXHIBIT 20 – PROPOSER'S REFERENCES (continued)

Reference No. 1

Company/Facility name: _____

Corporate address: _____

City: _____ State: _____ Zip: _____

Customer contact name: _____ Title: _____

Email address: _____

Telephone number: _____ Fax No.: _____

Project name: _____

Project objective: _____

Date of system implementation: _____

Product versions currently being supported:

1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____

List of System Components implemented:

1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____

Number of clients: _____

Number of providers: _____

Number of locations/sites for each product provided: _____

Number of System Users for each site and for each Component provided: _____

Line(s) of business:

1. _____ 3. _____
2. _____ 4. _____

EXHIBIT 20 – PROPOSER'S REFERENCES (continued)

Reference No. 2

Company/Facility name: _____

Corporate address: _____

City: _____ State: _____ Zip: _____

Customer contact name: _____ Title: _____

Email address: _____

Telephone number: _____ Fax No.: _____

Project name: _____

Project objective: _____

Date of system implementation: _____

Product versions currently being supported:

1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____

List of System Components implemented:

1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____

Number of clients: _____

Number of providers: _____

Number of locations/sites for each product provided: _____

Number of System Users for each site and for each Component provided: _____

Line(s) of business:

1. _____ 3. _____
2. _____ 4. _____

EXHIBIT 20 – PROPOSER'S REFERENCES (continued)

Reference No. 3

Company/Facility name: _____

Corporate address: _____

City: _____ State: _____ Zip: _____

Customer contact name: _____ Title: _____

Email address: _____

Telephone number: _____ Fax No.: _____

Project name: _____

Project objective: _____

Date of system implementation: _____

Product versions currently being supported:

1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____

List of System Components implemented:

1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____

Number of clients: _____

Number of providers: _____

Number of locations/sites for each product provided: _____

Number of System Users for each site and for each Component provided: _____

Line(s) of business:

1. _____ 3. _____
2. _____ 4. _____

EXHIBIT 21 – LIST OF SUBCONTRACTORS

Proposer's Name: _____

Proposer must provide the following information, if any Subcontractors will be used to fulfill the requirements of this project. (*Attach additional pages if needed*)

Subcontractor No. 1

Subcontractor name: _____
Address: _____
City: _____ State: _____ Zip: _____
Proposer's contact name: _____ Title: _____
Email address: _____
Telephone number: _____ Fax No.: _____
Project function: _____
Proposer's experience with subcontractor: _____

Subcontractor No. 2

Subcontractor name: _____
Address: _____
City: _____ State: _____ Zip: _____
Proposer's contact name: _____ Title: _____
Email address: _____
Telephone number: _____ Fax No.: _____
Project function: _____
Proposer's experience with subcontractor: _____

Subcontractor No. 3

Subcontractor name: _____
Address: _____
City: _____ State: _____ Zip: _____
Proposer's contact name: _____ Title: _____
Email address: _____
Telephone number: _____ Fax No.: _____
Project function: _____
Proposer's experience with subcontractor: _____

EXHIBIT 22 – EXCEPTIONS TO APPENDIX E (SAMPLE AGREEMENT), APPENDIX D (MAINTENANCE AND SUPPORT SERVICES) AND APPENDIX A (STATEMENT OF WORK)

Complete and submit this Exhibit 22, for **each** exception to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work). As to **each** exception, the Proposer shall provide:

- **Column 1 (Appendix Name):** Name of document.
- **Column 2 (Page No.):** Page number of document.
- **Column 3 (Section No./Par):** Applicable Section number or paragraph where exception is taken.
- **Column 4 (Line No.):** Line number where exception is taken.
- **Column 5 (Proposed Alternative Language):** The proposed alternative language for County's consideration.
- **Column 6 (Reason(s) for Exception/Benefit):** An explanation of the reason(s) for the exception and the benefits to County of the proposed alternative language if any.
- **Column 7 (Price Reduction):** A description of the reduction, if any, to the Proposer's price should the revised proposed alternative language be accepted by County. If the price is ***not impacted***, Proposer shall state to that affect.
- **Column 8 (Project Schedule Impact):** A description of the impact on the project schedule, if any, should County accept Proposer's alternative language.

Note: If necessary, add additional rows. No other templates shall be accepted. Failure to adhere to these procedures may at County's sole discretion render the proposal non-responsive.

Exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work)							
Appendix Name	**Page No.**	**Section No./Par.**	**Line No.**	**Proposed Alternative Language**	**Reason(s) for Exception/Benefits**	**Price Reduction (if any)**	**Project Schedule Impact**

Exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work)							
Appendix Name	**Page No.**	**Section No./Par.**	**Line No.**	**Proposed Alternative Language**	**Reason(s) for Exception/Benefits**	**Price Reduction (if any)**	**Project Schedule Impact**

Exceptions to Appendix E (Sample Agreement), Appendix D (Maintenance and Support Services) and Appendix A (Statement of Work)							
Appendix Name	**Page No.**	**Section No./Par.**	**Line No.**	**Proposed Alternative Language**	**Reason(s) for Exception/Benefits**	**Price Reduction (if any)**	**Project Schedule Impact**

EXHIBIT 23 – CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAMS

Proposer's Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Telephone number: _____ Email Address: _____

Solicitation/Contract For: _____ Services

The Proposer/Bidder/Contractor certifies that:

□ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

□ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Proposer's Name: _____

Signature: _____

Print Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____