

**ATTACHMENT 8 – RFP 719
MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM**



County of San Diego

Department of Purchasing and Contracting
5555 Overland Avenue, Building 11, Suite 1111, San Diego, California
92123-1249

Winston F. McColl
Director

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September 13 2005

**REQUEST FOR PROPOSALS (RFP) 719
MENTAL HEALTH INFORMATION SYSTEM (MIS)**

The County of San Diego, Health and Human Services Agency's (HHS) Adult and Children's Mental Health Services (MHS) is requesting proposals from qualified firms to replace their legacy Management Information Systems (MIS) with a Commercial Off-the-Shelf (COTS) Practice Management and Managed Care System utilizing current technology. The new system shall replace in their entirety the legacy applications currently in use:

InSyst application - supported by Echo Management, Inc. and resides on VAX hardware. It is a client and service tracking and billing application that is used by CoSD and contract mental health providers to coordinate client care, perform required State reporting requirements and bill Medi-Cal and other payors.

eCura application - supported by InfoMC and used for Managed Care. The end users are United Behavioral Health (UBH) Administrative Services Organization (ASO) employees.

Proposals shall be received at the front desk at the address listed above no later than 3:00 PM, October 20, 2005.

PRE-PROPOSAL CONFERENCE

The Pre-Proposal conference for this solicitation will be held at September 26, 2005, 1:30-3:30 pm at Mental Health Administration - La Jolla Conference Room, 3255 Camino del Rio South, San Diego, CA 92108. For a Mapquest link <http://www.mapquest.com/maps/map.adp?searchtype=address&country=US&addtohistory=&searctab=home&address=3255+Camino+del+Rio+South&city=San+Diego&state=CA&zipcode=92108>. The pre-proposal will be set up for conference call FOR THOSE NOT ABLE TO ATTEND Provided by SBC and Conference Plus, Inc. AS FOLLOWS: Dial 1-866-424-4283; Passcode 8445052; (Alternate dialing #1-630-827-6657 with same passcode)

Questions should be emailed to Steve Glenn, Senior Contracting Officer at <mailto:Steve.Glenn@sdcounty.ca.gov> no later than close of business Friday, September 28, 2005. An addendum to the RFP may be posted to BuyNet listing any possible modifications to the RFP documents, as well as having a written record of questions received and answers provided.

When submitting proposal's, mark packages clearly with the following information:

RFP 719 and the closing date of October 20, 2005.

The name and address of the Offeror.

LATE SUBMISSIONS CANNOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.

This RFP packet includes:

Cover Page-RFP (PC600 Form) – Requests necessary offeror information and includes the offeror's signed authorization for the RFP. This must be completed and submitted as the cover page for the proposals. Do not include any other document as a cover page.

Representations and Certifications - Requests additional offeror information related to affirmative action and pricing. This must be completed and submitted as the second page for the proposals.

- RFP Terms and Conditions
- RFP Submittal Requirements
- Draft Pro Forma Agreement, including all Exhibits and attachments. Please note, Exhibit A, Attachment 1 System Requirements must be downloaded as a separate Excel document.

This solicitation is posted on the County's interactive Internet site BUYNET. To receive automatic e-mail notifications that there are new solicitations or changes/clarifications to this solicitation, you must register at BUYNET. To register, please go to the website: <http://buynet.sdcounty.ca.gov>. If you have any questions, they should be submitted in writing with reference to RFP 719 to Steve Glenn, Senior Procurement Contracting Officer at Steve.Glenn@sdcounty.ca.gov, the aforementioned address or faxed to (858) 694-3581. Email is the preferred method of correspondence.

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM: SG: nrs

COUNTY OF SAN DIEGO REQUEST FOR PROPOSALS

THIS IS NOT AN ORDER

MAIL OR DELIVER YOUR PROPOSAL TO:
 County of San Diego, Office of Purchasing and Contracting
 5555 Overland Avenue, Building 11, Suite 1111
 San Diego, CA 92123

FOR INFORMATION, PLEASE CALL
 STEVE GLENN, PCO (858) 694-2929; FAX: 694-3581
 E-MAIL ADDRESS: steve.glenn@sdcounty.ca.gov

Proposals shall be **received** at the above front desk at the address above,
 prior to **3:00 PM LOCAL TIME, October 20, 2005**.

SUBMIT PROPOSALS IN RESPONSE TO RFP 719 IN SEALED ENVELOPES OR PACKAGES MARKED ON THE OUTSIDE WITH "RFP 719," THE DUE DATE, AND OFFEROR'S NAME AND ADDRESS.

DESCRIPTION

RFP 719 MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS)

The County of San Diego (CoSD) Health and Human Services Agency's (HHSA) Adult and Children's Mental Health Services (MHS) plans to replace their legacy Management Information Systems (MIS) with a Commercial Off-the-Shelf (COTS) Practice Management and Managed Care System utilizing current technology. The new system shall replace in their entirety the legacy applications currently in use:

- InSyst application - supported by Echo Management, Inc. and resides on VAX hardware. It is a client and service tracking and billing application that is used by CoSD and contract mental health providers to coordinate client care, perform required State reporting requirements and bill Medi-Cal and other payors.
- eCura application - supported by InfoMC and used for Managed Care. The end users are United Behavioral Health (UBH) Administrative Services Organization (ASO) employees.

The Pre-Proposal conference for this solicitation will be held at September 26, 2005, 1:30-3:30 pm at Mental Health Administration - La Jolla Conference Room, 3255 Camino del Rio South, San Diego, CA 92108.

TYPE OR USE BLACK INK TO COMPLETE THE OFFEROR INFORMATION BELOW

Offeror hereby acknowledges receipt the RFP and Addenda Number 1 through [].

OFFEROR INFORMATION:

AUTHORIZATION FOR OFFER (Must be signed):

Firm Name:

Street:

City/State/Zip:

By: _____

Signature

Offer Date

Phone No: ()

Fax No: ()

Printed Name:

E-Mail Address:

Title:

Contact Person: Name:
 (If other than above)

Phone No: ()

FAX: ()

Title:

E-Mail Address:

NOTE: RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 5555 Overland Ave, Building 11 or by downloading from the department's Web site "Buynet" at WWW.CO.SAN-DIEGO.CA.US. It is the Offeror's responsibility to periodically check the Web site for addendum that may be issued to implement changes or clarification to the RFP, prior to the due date.

SUBMIT THIS COMPLETED FORM AS THE COVER PAGE OF THE PROPOSAL

P&C 600 FORM (-600)

12/01/09

COUNTY OF SAN DIEGO
REPRESENTATIONS AND CERTIFICATIONS
RFP 719

The following representations and certifications are to be completed, signed and returned with bid or proposal.

1 NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 2.

2 BUSINESS REPRESENTATION**2.1 DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE**

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, Section 999).

2.2 REPRESENTATION AS DISABLED VETERANS OWNED BUSINESS:

(Mark all applicable blanks). This offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 1.1.

I am currently certified by (Government. Agency)

Certification #:

3 CERTIFICATE REGARDING DEPARTMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that it or any of its officers:

- 3.1** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 3.2** Have not within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- 3.3** Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 3.2 of this certification; and
- 3.4** Have not within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- 3.5** Are not presently the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4 CERTIFICATE OF CURRENT COST OR PRICING

"This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this bid or proposal, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of (date)_____."

5 CERTIFICATE OF INDEPENDENT PRICING

- 5.1** By submission of this bid or proposal, each offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:
- 5.2** The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other bidder or offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
- 5.3** Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and
- 5.4** No attempt has been made or will be made by the bidder or proposal to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

6 TAX IDENTIFICATION NUMBER

(Corporations) Federal Tax I.D. #

(Individuals) Social Security #

CERTIFICATION:

The information furnished in Paragraph 1 through 6 is certified to be factual and correct as of the date submitted.

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR BIDS OR PROPOSALS

Purchasing and Contracting Representations and Certifications Form

(P&CREP&CERTSFRM) (2/14/05)

**COUNTY OF SAN DIEGO
REQUEST FOR PROPOSAL (RFP) 719
MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS)
RFP TERMS AND CONDITIONS**

1 RFP PROCESS

- 1.1 RFP's shall normally be made available on the County of San Diego's BuyNet site. Firms may request a hard copy from Purchasing and Contracting Clerical Section.
- 1.2 The County reserves the right to host pre-proposal conference(s). If scheduled, the date, time, and location for the first pre-proposal conference can be found in the Cover Letter to this RFP and on the County BuyNet site under NOTICES on the Request for Bid or Proposals page.
- 1.3 Diligence Material, if provided, is subject to the following disclaimer: The County nor any of its agents, advisors, or representatives: has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the Diligence Material. Without limiting the generality of the foregoing, the Diligence Material may include certain assumptions, statements, estimates, and projections provided by or with respect to the County. Such assumptions, statements, estimates, and projections reflect various assumptions made by the County, which assumptions may or may not prove to be correct. No representations are made by the County as to the accuracy of such assumptions, statements, estimates, or projections.
- 1.4 Offerors Inquiries and County Responses - All contacts from your organization related to this RFP or your Proposal must be directed in writing exclusively to the County's Contracting Officer. You should not attempt to contact any other County personnel about this RFP unless authorized by the Contracting Officer.
- 1.5 Written addenda to the RFP may be issued to provide clarifications, corrections, or to answer questions.
- 1.6 Proposals must be submitted by the time and Date specified in the PC Form 600 and/or the Cover Letter. Late submissions cannot be reviewed unless it is the only one received or there was mishandling on the part of County staff.
- 1.7 Proposals will be evaluated by a Source Selection Committee (SSC) appointed by a Source Selection Authority(s) (SSA).
- 1.8 The County's Contracting Officer may seek clarifications for the SSC. The Contracting Officer shall determine the appropriate means of clarification: telephonic, e-mail, letter, or oral interviews.
- 1.9 Upon recommendation of the SSA, negotiations may be held with one or more offerors. Negotiations will be concluded with those firms remaining in the competitive range, which shall conclude with a request for best and final offer.
- 1.10 The County of San Diego, Contracting Officer will notify all Offerors and post a Notice of Intent to Award for five workdays after receipt and approval of the Source Selection Authority(s) recommendation to award.
- 1.11 The Office of Purchasing and Contracting will notify all Offerors of the status of each Proposal, prior to posting the Notice of Intent to Award.

2 SUBMISSION OF PROPOSAL

- 2.1 RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 5555 Overland Ave, Building 11 or by downloading from the department's Web site "BuyNet" at <http://63.200.213.30/cnty/cntydepts/general/prchcntr/newfctns.hts>. It is the Offeror's responsibility to periodically check the Web site for addendum that may be issued to implement changes or clarification to the RFP, prior to the due date.
- 2.2 It is understood and agreed upon by the Offeror in submitting a Proposal that the County has the right to withhold all information regarding this procurement **until after contract award**, including but not limited to: the number received; competitive technical information; competitive price information; and the County evaluation concerns about competing Proposals. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.
- 2.3 Offerors shall submit an original and an electronic copy on a CD prior to the date and time specified. In addition the offeror may be requested to submit additional copies, these copies should be submitted along with the original. Failure to submit the required number of copies may result in finding of non-conformance. Originals should be clearly marked.
- 2.4 Unless otherwise specified proposals shall be on 8-1/2" x 11" white bond paper with no less than 1/2" margins and ten (10) point font. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments, such that if the document became separated, it could easily be put back together. Ensure that each copy is **securely fastened**, and original and all copies are submitted in a sealed envelope or box with the RFP number and the name and address of the offeror on the outside of the package/container. Note: There does not need to be a separate envelope or package for each of the copies.
- 2.5 Unless other specified the Proposal shall conform to the following format:
 - 2.5.1A completed and signed PC 600 Form shall be submitted as the cover of your proposal.

**COUNTY OF SAN DIEGO
REQUEST FOR PROPOSAL (RFP) 719
MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS)
RFP TERMS AND CONDITIONS**

- 2.5.2A completed and signed Representations and Certifications form shall be submitted as the second page of your Proposal.
- 2.5.3A table of contents listing, by page number and all other contents of the Proposal shall be submitted after the Representations and Certifications form.
- 2.5.4The proposal shall be in the required format with all forms, answers and attachments sequentially numbered to correspond to the applicable question or requirement.
- 2.5.5Each Proposal shall be typed and be concise but comprehensive. Proposal shall not include promotional material. Proposal shall be in accordance with the requirements discussed herein.
- 2.5.6All information provided shall be verifiable by telephone. The County may, but is not obligated to, use only those telephone numbers and names of contacts provided in the Proposal.

3 EVALUATION AND SELECTION

- 3.1 Proposals will be evaluated based upon the information provided in response to the RFP "Evaluation and Submittal Requirements" and other information known to the County. This information may be provided by written material, electronic means, or oral presentations.
- 3.2 The "Evaluation and Submittal Requirements" may authorize the use of Presentations as a primary method of presenting the offerors proposal. The Committee may invite each Offeror to make a presentation to the County at a date, time and location determined by the County. The purpose of such presentations would be to allow the Offerors to present their proposed solutions to the County and the key points in their Proposals will be evaluated by a Source Selection Committee (SSC).
- 3.3 The evaluation to determine the competitive range shall use the non-exclusive list of criteria contain in "Evaluation and Submittal Requirements".
- 3.4 The overall total cost to the County will be considered in evaluation. Although cost may be of lesser importance as an evaluation factor, it should not be ignored. The degree of importance will increase with the degree of quality of the proposals with respect to the other evaluation factors.
- 3.5 The County reserves the right to request clarification and/or request additional information from Offerors if necessary. Such clarifications and/or additional information shall be submitted by the Offerors as an Addendum to the Proposal upon request of the Contracting Officer. However, since no additional input may be required, Offerors are advised to submit complete information in the Proposal.
- 3.6 The Source Selection Authority may, at its sole discretion, authorize the Contracting Officer to enter into negotiations with any Offerors found to be in the competitive range.
- 3.7 Best and Final request will be issued at the conclusion of negotiations and may contain additional selection discriminators. The Source Selection Committee shall review best and finals responses and make an award recommendation to the SSA.
- 3.8 Upon Posting of the Notice of intent to Award, the Contracting Officer will enter into contract finalization negotiations and upon the successful completion, award an Agreement with the Offeror whose Proposal has been ranked first by the County on the basis of best value to the County.
- 4 SIGNATURE.** All Proposals shall be signed by an authorized officer or employee of the submitting organization. The title of the authorized officer or employee, the name, e-mail, address and phone and fax number of the organization shall be included. Obligations committed by such signatures shall be fulfilled.
- 5 COST COMPARISONS.** The County Charter requires a finding of economy and efficiency prior to award of contracts for service that can be performed by persons employed in the Classified Service to an independent contractor. It is the intent, subject to a finding of economy and efficiency, to contract for these services. The cost comparison is subject to review and approval by the Chief Administrative Officer.
- 6 PROPRIETARY INFORMATION** All proposals become the property of the County of San Diego unless return is specifically requested as specified in Paragraph 9. The County is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for "trade secrets". If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a public Records Acts request, you must agree in writing to defend and indemnify the County if litigation results.
- 7 UNNECESSARILY ELABORATE INFORMATION.** Unnecessarily elaborate brochures, visual or other presentations, art work and paper and binding beyond those sufficient to present a complete and effective Proposal are neither necessary nor desired.

8 COUNTY COMMITMENT

**COUNTY OF SAN DIEGO
REQUEST FOR PROPOSAL (RFP) 719
MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS)
RFP TERMS AND CONDITIONS**

- 8.1 County shall have the right to reject or accept any Proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.
- 8.2 This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 8.3 The County reserves the right to terminate this RFP at anytime prior to contract execution.
- 8.4 No prior, current, or post award verbal conversation or agreement(s) with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.
- 9 LATE, MODIFIED, OR WITHDRAWN PROPOSAL**
- 9.1 Any Proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and
- 9.1.1 It was sent by mail, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt at the County; or
- 9.1.2 It is the only Proposal received.
- 9.2 Any modification of a Proposal, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as the initial submission.
- 9.3 Proposals may be withdrawn by written notice received at any time prior to Notice of Intent to Award. Thereafter, all Proposals constitute firm offers, subject to negotiation and execution of definitive documents that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter. Proposals may be withdrawn in person by an Offeror or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the Proposal prior the posting of Notice of Intent to Award o contract award.
- 10 NON-CONFORMING SUBMISSIONS.** Any submission may be construed as a non-conforming Proposal and ineligible for consideration if it does not comply with the requirements of the Request for Proposal. Failure to comply with the technical features, and acknowledgment of receipt of amendments, are common causes for holding a Proposal non-conforming.
- 11 KNOWLEDGE OF RFP AND PROPOSAL CONDITIONS.** Before submitting a Proposal, Offerors shall carefully read all sections of this RFP, including all forms, schedules and exhibits, and shall fully inform themselves as to all existing conditions and limitations.
- 12 DUTY TO INQUIRE.** Should an Offeror find discrepancies in or omissions from the RFP, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's Web site "BUYNET." **It is the Offerors responsibility to periodically check the Web site for such addenda.** The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet website.
- 13 EXPLANATION TO PROPOSERS.** Any explanation desired by an Offeror regarding the meaning or interpretation of the Proposal must be directed in writing exclusively to the County's Contracting Officer. The preferred method of delivering written questions is by e-mail or by an internationally recognized courier to the address listed in the Cover Letter. Telephone calls will not be accepted. In no event will the County be responsible for ensuring that prospective Offerors' inquiries have been received by the County. You should not attempt to contact any other County personnel about this RFP solicitation. Oral explanations or instructions will not be binding. Any explanation concerning a solicitation will be provided to all prospective Offerors through posting on BUYNET in the form of an addendum to the solicitation. **No response will be provided to questions received after the date stated in the Cover Letter.**
- 14 PROTEST PROCEDURE.** County policy requires that contracts resulting from a negotiated procurement shall be awarded only after a notice of the proposed award has been posted in a public place.
- Protests must be submitted to the Director of Purchasing and Contracting within five (5) days of posting of notice of contract award in accordance with Board of Supervisor's Policy A-97 titled "Protest Procedure for Award of Contracts." Copies of the Board Policy are available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's Web site at <http://www.sdcountry.ca.gov/> under the Clerk of the Board's page.
- 15 DEBRIEF AND REVIEW OF CONTRACT FILES:** When an Offeror has been notified by the Contracting Officer, that the proposal is no longer being considered for award, the Offeror may request a "debriefing" from the Contracting Officer on the findings about that one proposal (with no comparative information about proposals submitted by others).
- After contract award, any interested party may make an appointment to review the files to look at all Proposals, the Source Selection Committee Report and any other information in the file. Copies of any documents desired by the reviewer will be prepared and sold to the requestor at current County prices for such information.

**COUNTY OF SAN DIEGO
REQUEST FOR PROPOSAL (RFP) 719
MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS)
RFP TERMS AND CONDITIONS**

- 16 NEWS RELEASES:** Offerors shall not issue any news release pertaining to this RFP without prior written approval of the County's Contracting Officer, which may be withheld in such Officer's sole discretion. A minimum of two- (2) business day's notice is required for approval.
- 17 CLAIMS AGAINST THE COUNTY:** Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive Agreement with your organization in accordance with the terms thereof).
- 18 EMPLOYMENT OFFERORS:** Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County's employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror, without prior written approval of the County's Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.
- 19** Timing and sequence of events resulting from this RFP shall ultimately be determined by the County.

COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
MENTAL HEALTH SERVICES
RFP 719 MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS)
SUBMITTAL REQUIREMENTS

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COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
MENTAL HEALTH SERVICES
RFP 719 MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS)
SUBMITTAL REQUIREMENTS

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PROPOSAL SUBMITTAL AND EVALUATION – INSTRUCTIONS FOR RESPONSE

The submittal requirements listed below are in descending order of importance by paragraph, not subparagraphs, and will be weighted in the evaluation of the Offeror's written and oral proposals accordingly. The proposal should give clear, concise information in sufficient detail and in the order presented below to allow an evaluation based on these requirements. Although some of the elements listed below will be weighted more heavily than others, all requirements are considered necessary for evaluation. An Offeror must, therefore, be acceptable in all six areas to be eligible for award of a contract. The expectation is that those proposals in the competitive range and considered for contract award will exceed the minimum requirements.

All responses and attachments shall be sequentially numbered to correspond to the applicable question or requirement. Submit the proposal files on a CD plus an original and 10 hard copies of each proposal prior to the date and time specified in the cover letter and PC600 form.

To assist in clearly describing how the work specified in the Functional Requirements and Technical Specification (FR&TS) will be accomplished, samples, literature, program description attachments such as flow charts, tables, and other graphic aids and other materials supporting the program description may be submitted as attachments to the proposal. Limit attachments to the most critical information applicable to the response to the RFP. All attachments must be in a separately bound volume(s). It is good practice, if you choose to provide the extra volume(s), to include information in your proposal that tells the evaluators what items they should look for in the extra volume(s) and the purpose for each particular inclusion. Offerors are cautioned that evaluations may be made solely on the information provided in the proposal and without review of the attachments.

1. Proposed Compliance with Project Requirements**1.1. Executive Summary**

Contractors shall provide an Executive Summary that includes an overview of the proposed system development and implementation process, including a summary of the System's principle features, programming language for system development, database management system, testing and other tools to be used, and hardware requirements (limited to 10 pages of text, not including graphics). If the contractor intends to use an existing system, either as-is or modified (COTS or Contractor), for any level of the Mental Health Management Information System (MIS) functionality, the technical proposal must provide a complete response to the Functional Requirements and Technical Specification Document (including detailed system design, system architecture, database design, and data dictionary).

1.2. Statement of Work (SOW)

Contractors shall respond to each and every requirement identified in the Statement of Work (SOW) in the draft contract of this RFP. The Contractor shall map the written response to each requirement back to item numbers in the SOW to facilitate review by the County of San Diego (CoSD). Contractors shall identify all resources, including but not limited to support to be provided by County employees and the County's third party IT outsourcing contractor, as required to be provided by the County in the performance of the Project.

Note that the current third-party IT outsourcing contractor for the County is the Pennant Alliance (PA) consortium, comprised of Computer Sciences Corporation (CSC), Science Applications International Corporation (SAIC), Pacific Bell, and Avaya Communications, Inc. This entity will hereinafter be referred to the 'third-party IT outsourcing contractor.' A separate RFP for a re-compete is currently underway for the next phase of the IT outsourcing contract and new contractors for the third-party outsourcing contract are likely to be involved in CY 2006.

Wherever the Contractor's proposal requires services to be provided by the third-party IT outsourcing contractor,

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the Contractor's proposal shall clearly specify whether such services are to be performed by the third-party IT outsourcing contractor pursuant to the Subcontract between the third-party IT outsourcing contractor and Contractor (and hence included within Contractor's total System Price), or whether such services are to be performed pursuant to the existing outsourcing contract between the third-party IT outsourcing contractor and the County (and hence not included within the total System Price).

1.2.1. Project Planning and Management

Show how you plan to meet all the requirements of the SOW. In addition to your response to the requirements outlined in the SOW, include the following:

1.2.1.1. Organization Plan:

An organizational management plan is required. The organizational management plan must indicate controls for effectuating timely response and cost effectiveness, and must include proposed lines of responsibility, authority, and communication between project staff (Contractor and County), Subcontractors, County Management, and the third-party IT outsourcing contractor. It must clearly outline the level of participation the Contractor requires from County and third-party IT outsourcing contractor's staff during each phase of the Project.

1.2.1.2. Project Personnel:

Contractors shall submit resumes of the primary management and professional personnel who would be assigned to the Project, including a description of their anticipated roles in this effort. All resumes must clearly indicate skills commensurate with the technical and professional requirements. Information on related experience, education, and knowledge shall include delineation of work on specific California property tax projects, which relate to the County's requirements. If resumes are submitted on personnel not currently employed by the Contractor, a statement must be provided from that person indicating a willingness to accept employment if the contract is awarded.

1.2.1.3. Gantt Charts

Gantt charts are required. These charts are to show the timelines from the beginning of the Project through System implementation with major milestones and deliverables indicated. Gantt charts must take into consideration the Contractor's proposal for development phases.

1.2.1.4. Phased Software Release

The Contractor's implementation plan shall provide for the phased software releases, identified below, for the development and implementation of the MH MIS functionality. Customized Screens, Reports and Interfaces will be developed in the release specified for each functional area.

Release 1

- Administrative Workflow
- Managed Care
- Billing & Accounting business processes.

Release 2

- Electronic Health Record

Include the functionality contained within each release traced specifically to the functional areas identified in Functional Requirements and Technical Specification document.

1.2.2. Transition Plan Requirements

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Describe your plan for the transition of application Operation and Maintenance functions to the third-party IT outsourcing contractor. For each stage of the Project that the third-party IT outsourcing contractor will be involved with pursuant to Contractor's Subcontract with the PA, the plan must identify the number of third-party IT outsourcing contractor staff involved, their roles and responsibilities, and the timeframe for their involvement. Include in your plan the steps you will take to ensure a successful transition. The response must also contain a complete listing of the Documentation that contractor will provide the County to permit County to successfully undertake the ongoing Maintenance and Operation of the System and at what stage of the Project each type of Documentation will be delivered to the County.

1.2.3. Functional Requirements and Technical Specification (FR&TS)

Contractors shall respond to each and every requirement identified in the Functional Requirements and Technical Specification (FR&TS) document, Exhibit A, Attachment 1, of this RFP. Exhibit A, Attachment 1 is provided as a separate Microsoft Excel file and shall be maintained in exactly the same format and context as furnished in this RFP. The written response to each requirement shall be entered in the "Vendor Response" column and additional information may be entered in the "Vendor Comments" column. For detailed instructions refer to the FR&TS document Introduction and Legend at the front of the document.

2. Vendor Corporate Capacity

Each section of vendor corporate capacity describes a major corporate area and contains the items relevant for the area. Contractors shall respond to each and every requirement identified in the Corporate Capacity section. The Contractor shall map the written response to each requirement back to item numbers in the Corporate Capacity to facilitate review by the County of San Diego (CoSD).

2.1. Corporate Information

2.1.1. Prime Contractor & Sub-Contractors

In the table below, note the prime contractor for this proposal. List all other companies who may serve as sub-contractors during the course of the proposed system implementation. For each listed company, note the associated products that are proposed to address the FR&TS in Exhibit A, Attachment 1 of this RFP.

2.1.1.1. Prime Contractor

| | |
|----------------------|--|
| Corporate Name: | |
| Proposed Product(s): | |
| Contact Name: | |
| Contact Address: | |
| Contact Email: | |
| Contact Telephone: | |

2.1.1.2. Sub-Contractor 1

| | |
|----------------------|--|
| Corporate Name: | |
| Proposed Product(s): | |

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| | |
|--------------------|--|
| Contact Name: | |
| Contact Address: | |
| Contact Email: | |
| Contact Telephone: | |

2.1.1.3. Sub-Contractor 2

| | |
|----------------------|--|
| Corporate Name: | |
| Proposed Product(s): | |
| Contact Name: | |
| Contact Address: | |
| Contact Email: | |
| Contact Telephone: | |

2.1.1.4. Sub-Contractor 3

| | |
|----------------------|--|
| Corporate Name: | |
| Proposed Product(s): | |
| Contact Name: | |
| Contact Address: | |
| Contact Email: | |
| Contact Telephone: | |

2.2. Prime Contractor Years in Business

| |
|--|
| |
|--|

2.3. Prime Contractor Type of Company

(Check all that apply)

| Type of Company | Check if Yes | Vendor Comments |
|------------------------|--------------|-----------------|
| Software Manufacturer: | | |
| Value-Added Reseller: | | |

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| | | |
|------------------|--|--|
| Consulting Firm/ | | |
| Other (Specify): | | |

2.3.1. Prime Contractor Legal and Ownership Structure

Provide information about the Prime Contractor's Legal and Ownership Structure (e.g., Public Company, Privately Held Corporation, Stock Exchange Symbol, Dun & Bradstreet number).

| |
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| |
|--|

2.3.2. Name(s) of Individual(s), if any, owning 25% or more in the Prime Contractor

| |
|--|
| |
|--|

2.3.3. Number and Locations of Prime Contractor's Corporate Offices

| |
|--|
| |
|--|

2.3.4. Financial and Market Information

2.3.4.1. Prime Contractor's Installations and Contracts

A. Provide the total number of active Installations by Market Segment:

| Market Category | Active Installs | California Installs | Customers |
|---|-----------------|---------------------|-----------|
| a. Behavioral Health | | | |
| b. Medicine/Surgery | | | |
| c. Public Health | | | |
| d. Mental Retardation/ Developmental Disabilities | | | |
| e. Social Services | | | |
| f. Other | | | |
| g. Total | | | |

B. Provide the total number of active Government Contracts (City, County, State or Federal):

| Market Category | Customer | Quantity |
|-----------------|----------|----------|
| a. City | | |
| b. County | | |
| c. State | | |
| d. Federal | | |
| | Total | |

2.3.4.2. Prime Contractor's Source of Revenue

Provide the source of revenue for the prime contractor as indicated below. Last Year's Revenue Ratios (a. – h.

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should equal 100%):

| Revenue Category | Percentage of Total Revenue (column should total 100%) |
|--|--|
| a. Software Licenses/Fees | |
| b. Custom Programming, Configuration Data Conversion | |
| c. Implementation and Training | |
| d. Hardware Sales | |
| e. Software Maintenance | |
| f. Consulting Fees (not included above) | |
| g. Other Revenue | |
| h. Total | |

2.3.4.3. Prime Contractor's Financing – Revenue and Sales Volume

A. Provide the prime contractor total revenue for each of the past 3 years:

| | Total Revenue | Behavioral Health Revenue |
|-------|---------------|---------------------------|
| 2002: | | |
| 2003: | | |
| 2004: | | |

B. What is the average Annual Number of Sales in Last 3 Years?

| | Average All Sales | Average Number Behavioral Health Sales |
|--------|-------------------|--|
| Number | | |

C. What is the average Contract Size (Dollars) in Last 3 Years?

| | Average all Contracts | Average Behavioral Health Contracts |
|---------|-----------------------|-------------------------------------|
| Dollars | | |

D. What is the size of the Largest Contract (Dollars) in Last 3 Years?

| Dollars | All Contracts | Behavioral Health Contracts |
|---------|---------------|-----------------------------|
| | | |
| | | |

2.3.4.4. Financial Statements of Firm and Owners and/or Principal Shareholders

A. Include three years of audited financial statements including a current Balance Sheet, and a Profit and Loss Statement for its last fully completed

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accounting year, with Balance Sheets reflecting its opening and closing positions for that fiscal year. These financial statements must be independently audited by a Certified Public Accountant. The financial statements of firm owners and/or principal shareholders (owners of more than 15% of outstanding shares) must also be submitted.

B. The responder's financial statements must show ratios that meet or exceed those for the applicable industry in order to qualify. In addition these financial statements must reflect sound ethical business practices, the payment of living wages to employees, payment of all taxes and benefits as may be due to employees, and make reasonable allowances for expenses and depreciation. No responders will be found qualified if its key ratios suggests to the County, as determined at the sole discretion of the County, that the responder would be incapable of financing and/or completing performance under the contract. The responder and/or its owners and/or shareholders must be able to positively demonstrate to the County that it/they is/are in a position to sustain an ongoing business without award of this or any other contract by the County.

2.3.5. Insurance and Bonding

2.3.5.1 Include a letter of commitment by a surety (not by a broker) acceptable to the County, with a firm commitment to provide a performance bond or irrevocable letter of credit in an amount up to \$10,000,000.00.

2.3.5.2 Include proof of current General Liability Insurance or Commercial General Liability Insurance, acceptable to the County, in the amounts and form set forth below:

2.3.5.3 Comprehensive General Liability Insurance: A policy of Comprehensive General Liability Insurance with a combined single limit (CSL) per occurrence of \$5,000,000 per occurrence. For further information regard the insurance and bonding requirements please refer to Exhibit B to the Agreement that is contained in Section E.

2.3.5.4 Examination of Public Documents and Records Relating to the responder and/or its Owner(s) and/or Principal Shareholders (Greater than 15%):

A. List all unsatisfied judgments, tax or property liens, unpaid taxes, all assets encumbered by priority security interest and the percentage of these assets as a whole.

B. In addition to the information provided, the County of San Diego may undertake its own investigation of public records relating to the responder and/or its owner(s) and/or its principal shareholders. At a minimum, this will include an examination of all recorded documents maintained by the Assessor/Recorder/County Clerk for the County of San Diego and/or the County of the responder's principal operation and/or where it performs its major contracts; all documents maintained by the California Secretary of State including, but not limited to, corporate records, records of judgment liens on personnel property, and recorded security interests; and all other records maintained by regulatory agencies relating to the contractor. The County may also research records on publicly held companies on file at the Securities and Exchange Commission, Department of Justice, and similar federal and state agencies.

C. It is the position of the County that no responder, which on a regular and

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consistent basis, is involved in litigation which result in judgments against it which remain unsatisfied or for which enforcement procedures have been required; or which, on a regular and consistent basis is delinquent on payment of its state and federal taxes, or which has all or essentially all of its assets encumbered by priority security interest, is sufficiently stable to provide consistent and reliable services for the County of San Diego.

D. Therefore, as an absolute requirement for successful qualification that the responder and/or its owner(s) and/or its principal shareholders, shall have no more than three recorded tax liens, or unsatisfied judgments, in the four years preceding the date of submittal of its Proposals, as reflected in the County and State public records, nor shall an excessive (defined as more than 50%) of its assets be encumbered by prior U.C.C.-1 filings. This is an absolute requirement and the County has no interest in the reasons for these filings or their ostensible validity. If they are not valid, it is as important that the responder has not taken any action to expunge them as that they were filed or recorded in the first place.

2.4. Leadership, Staffing and Infrastructure

2.4.1. Prime Contractor's Leadership

Provide a brief biographic summary for each of the following positions in the Prime Contractor's organization, including experience and education and provide an organization chart of the staff that will be involved in this project:

2.4.1.1 Chief Executive Officer:

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2.4.1.2 Chief Financial Officer:

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2.4.1.3 Product Development Executive responsible for the behavioral health product line:

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2.4.1.4 Implementation Executive responsible for the behavioral health product line:

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2.4.1.5 Customer Service Executive responsible for the behavioral health product line:

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2.4.2. Prime Contractor's Strategic Plan

Describe your strategic plan to develop and sell information systems in the public sector behavioral health area. Using today as a base point, where do you expect your company to be in the next 5 years? How does your plan address the national economic situation? Address your strategy for the public sector.

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2.4.3. Prime Contractor's Mergers, Acquisitions, and Partnerships

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Describe any current or recent (previous 24 months) mergers or acquisitions by your company. Note the name of any company relevant to such corporate activity and the dates of acquisition or merger. Explain how these actions will benefit your corporation's capacity.

2.4.4. Prime Contractor's Contract Termination History

During the past 24 months, note by organization name, any customer that initiated contract terminations for a proposed or implemented system. Cite the date of termination, the customer contract manager, and the listed contact information.

| Organization | Termination Date | Name of Customer Contract Manager | E-mail | Telephone |
|--------------|------------------|-----------------------------------|--------|-----------|
| | | | | |
| | | | | |

2.4.5. Prime Contractor's Human Resource Allocation

Provide the following information regarding your current staffing. Indicate the percentage of staff that is currently sub-contractors. Do not duplicate entries where an employee may span more than one type of activity; list each employee only once; i.e., for their primary responsibility.

| Type of Employee | Full Time Equivalent (FTE) | Percent Sub-Contractor |
|-------------------------------------|----------------------------|------------------------|
| Administration | | |
| Sales and Marketing | | |
| Research & Development | | |
| Database Services | | |
| Implementation & Training | | |
| Hardware/Network/Telecommunications | | |
| Help Desk/Support | | |
| Other | | |
| Total | | |

2.4.6. Capacity and Strategy for Human Resource Growth

Assume that your company is awarded several contracts with California counties. Further, assume the new contracts are spread throughout the State and that 5 counties wish to have operational systems within 12 months. Drawing on this hypothetical (but possible) scenario, describe your human resource strategy.

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2.4.7. Vendor Project Staff

Provide the resume and job description of key staff members who will support the CoSD MH MIS Project.

2.4.7.1. Implementation Project Manager

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2.4.7.2. Lead Software Engineer

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2.4.7.3. Lead Database Support Analyst

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2.4.7.4. Engineering Services Support Manager/Lead

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2.4.7.5. Training Manager/Lead

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2.4.7.6. Other

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2.4.8. Training Staff Qualifications

Provide a resume and job description of vendor training staff from each of the following areas:

2.4.8.1. Administrative Workflow

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2.4.8.2. Billing Operations

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2.4.8.3. Electronic Health Records

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2.4.8.4. Managed Care

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2.4.8.5. Reporting

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2.4.8.6. System Administrator

| |
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2.4.9. Project Management Strategy and Methods

Describe the project management strategy and methods you will employ to support this project from inception through implementation and project close down.

2.4.9.1 Describe your methods for planning, tracking and managing schedule timelines and milestones. What scheduling tool(s) do you utilize?

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- 2.4.9.2 Describe your method for measuring project activities percent complete relative to budget and schedule:

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| |
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- 2.4.9.3 Describe your method for project status reporting (written reports, meetings, teleconferences):

| |
|--|
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- 2.4.9.4 Describe your method for managing project scope:

| |
|--|
| |
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- 2.4.9.5 What path in the vendor organization would the project manager utilize to escalate functional and technical issues that cannot be resolved at his/her level?

| |
|--|
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- 2.4.9.6 Describe your method for conducting Joint Application Design (JAD) sessions with the user representatives for the development of menus, screens and reports:

| |
|--|
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|--|

2.5. Ability to Service Current Behavioral Health Contracts

2.5.1. Current California County Operations

Note the indicated information for each of your current behavioral health California County contracts.

| County Name | Date of Original Contract | Scheduled Completion Date | Status: (I) Implementation (O) Operational | Product Name |
|-------------|---------------------------|---------------------------|--|--------------|
| | | | | |
| | | | | |

- 2.5.1.1 Do you consider any of the above noted county projects to be relevant to the CoSD MH MIS replacement (and briefly explain why)?

| |
|--|
| |
|--|

2.5.2. Current California Non-County Behavioral Health Contracts

Note the indicated information for your current California behavioral health (non-County) contracts. Include non-profit and for profit behavioral health organizations.

| Customer Name | Date of Original | Scheduled Completion | Status: | Product Name |
|---------------|------------------|----------------------|---------|--------------|
| | | | | |

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| | Contract | Date | (I) Implementation (O) Operational | |
|--|----------|------|---------------------------------------|--|
| | | | | |
| | | | | |

2.5.2.1 Do you consider any of the above noted non-county projects to be relevant to the CoSD MH MIS replacement (and briefly explain why)?

| |
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2.5.3. National Customer Contracts

Indicate the 10 active customer sites outside of California that you believe are most relevant to the CoSD behavioral health requirements.

| Organization Name | State | Contact (Name, Phone & Fax) | Date of Original Contract | Organization Type (e.g. behavioral health, healthcare) | Product Name |
|-------------------|-------|-----------------------------------|---------------------------------|--|--------------|
| | | | | | |
| | | | | | |

2.5.3.1 Do you consider any of the above noted non-county projects to be relevant to the CoSD MH MIS replacement (and briefly explain why)?

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2.5.4. Relevant Experience

Briefly describe how your past work with customers has prepared your organization to provide service to CoSD MH customers. In particular, indicate two key recent contracts in which you have provided services to a customer base with a similar multi-disciplinary, wide area ambulatory and inpatient service delivery system. Note how you have worked to assist your customers with governmental regulations relevant to your system.

| |
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2.5.5. Plan for Content Expertise in the California Regulatory Environment

As in many States, California has a demanding and dynamic set of regulations that effect the operation of key elements of county behavioral health programs. How will your organization secure and retain personnel with content expertise regarding California requirements? Explain how your company stays current with the latest State and Federal legal and regulatory changes so that your product remains compliant with the latest regulations.

| |
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| |
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2.5.6. Regulatory Change Example

Provide an example of how your company recently made a significant regulatory change to your product. Note how

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you became aware of the change and modified your product. Provide a short description of the regulation, your modification and the time cycle from initiation to installation.

| |
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2.6. Product Quality Assurance

2.6.1. Product Development – Overview

Provide a brief descriptive summary of your software development methodology for product enhancements. Explain your testing process prior to release. Provide a sample of your test plan and release notes. The test plan should indicate, by task, typical durations.

| |
|--|
| |
|--|

2.6.2. Product Development – California Strategy

What is your product development strategy for California regulatory product changes? How does your strategy allow for the maintenance of your other State and County customers while simultaneously developing products for CoSD customers?

| |
|--|
| |
|--|

2.6.3. Product Development – Illustrative case example

Provide one brief case example of a recent software enhancement to your core product. Note the development cycle dates from initiation to completion and the testing and release process.

| |
|--|
| |
|--|

2.6.4. Product Releases

Note the release frequency during last 12 months for each product in your proposal.

| Product Name | # Of Releases past 12 months |
|--------------|------------------------------|
| | |
| | |
| | |

2.6.5. User Group Involvement

Explain how your company works with a user group. Indicate the size and nature of such a group and how the group is involved in your product development process.

| |
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|--|

2.7. Training Experience

2.7.1. Electronic Health Record Training

Describe your approach to training clinicians including physicians for multiple programs who have only previously worked with paper charts. Explain how your training approach supports a successful implementation of your EHR.

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3. Implementation

3.1. Delivery

The application shall be installed, tested and deployed in two software releases in accordance with the scheduled dates as noted in the SOW.

3.1.1 Describe how your company plans to meet this requirement.

3.1.2 Submit an implementation plan detailing your proposed schedule that indicates major tasks from contract signing until the “go live” date of the system. The plan should indicate, by task, a sample start and end date. Provide a Gantt chart to illustrate your plan with a January 3, 2006 start date.

3.1.3 Describe your solution and any known conflicts.

3.2. Installation

The vendor shall be responsible for software support including but not limited to installation, maintenance and troubleshooting. The vendor will be responsible for travel, per-diem and lodging expenses associated with personnel performing installation.

3.2.1 Describe how your company plans to meet this requirement.

3.2.2 Describe your solution and any known conflicts.

3.3. Implementation Support

3.3.1. Implementation Lessons Learned – Customer Focus

Drawing on your experience installing behavioral health information systems, what have you identified as the most common customer problem areas? That is what areas have you learned to watch most carefully during an implementation?

3.3.2. Implementation Lessons Learned – Vendor Focus

Drawing on your experience installing behavioral health information systems, what mistakes have you made from which you have learned? Demonstrate your experience by noting your mistakes.

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3.3.3. Implementation – History

Provide a listing of each implementation of your proposed system during the past 12 months. If you are proposing a new system, list past implementations that you consider comparable. If there are more than 10 implementations, list the 10 most relevant projects.

| Customer Name | Behavioral Health (Yes/No) | Contact (Name, Phone & Fax) | Implementation Status: Pending/Active/ Completed | Start Date of Contract | Vendor Project Manager Name |
|---------------|----------------------------|-----------------------------|--|------------------------|-----------------------------|
| | | | | | |

3.4. Data Conversion

3.4.1. Data Conversion Process

Describe your strategy for moving data from a legacy system to your new system. Include your assessment, development and testing process.

3.4.2. Data Conversion Strategy

Describe your experience converting data such as service records, claims, receivables and account balances.

3.4.3. Data Cleansing Process

Describe the method you will use to ensure the data to be imported into the new system does not contain any anomalies. What data cleansing tools, if any, will you use to accomplish this?

3.4.4. Data Conversion Troubleshooting Experience

Describe your experience troubleshooting data conversion problems and anomalies.

3.5. Training Strategy

Provide an overview of your training strategy to support a phased release for the CoSD having up to approximately 4,000 users (1,400 current users across Administrative Workflow, Managed Care and Billing & Accounting, and approximately 1,000 future Clinical users and potentially 1,500 Fee For Service Providers for the Electronic Health Record functionality). Users are spread across an extensive geographic area for each of the functional areas that will be implemented in accordance with the Functional Requirements and Technical Specification Document.

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3.5.1. Training by Vendor

The vendor shall provide training on selected topics. For the following topics, indicate the estimated hours for each topic area and the method of training based on the current 1500 users spread across the CoSD area, as the basis for your estimate.

| Major Training Topics | Hours of Training Performed by Vendor | Train the Trainer Method? Yes/No | Will a sub-contractor do the training? Yes/No |
|---|---------------------------------------|-------------------------------------|--|
| System Administration (should provide all information needed by the County's MIS outsourcing contractor to maintain the system on the designated servers) | | | |
| Administrative Workflow | | | |
| Managed Care | | | |
| Electronic Health Records | | | |
| Billing Operations (Bill generation, receipt of payments) | | | |
| Report Writing | | | |
| Other: Specify | | | |

3.5.2. Configuration Training Provided by Vendor

During the initial implementation of your system, new customers (e.g., system administrators) will be trained to perform various set-up tasks. Indicate by topic, an estimate of the duration of customer training that supports the initial set-up of the proposed new system for the CoSD. Note the number of hours each trainee will require by topic.

| Configuration (Set-Up) Training Topic | Training Hours Needed Per Trainee |
|---------------------------------------|-----------------------------------|
| Table Set-up for Validations | |
| Screen Development | |
| Form Development | |
| Report Development | |
| Billing Rules | |
| Workflow Management | |
| Tickler Engine | |
| Interface Engine | |
| User Authorization | |
| Security Set-Up | |

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| Other (Specify) | |
|-----------------|--|

3.5.3. Training Services – Location & Format

CoSD is interested in local training, where CoSD will provide the training facilities located through the County of San Diego. If you offer various educational methodologies for training, describe how you offer to deliver training to the CoSD users. The format, media and methodologies used for your training courses are:

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4. Warranty and Maintenance Support

The selected vendor will provide a comprehensive support package that meets or exceeds the minimum support requirements, as noted below. Vendors must carefully review the following and note any exceptions.

4.1. Warranty

The selected vendor shall provide a warranty against all defects. This warranty will begin upon final acceptance of the application by the County. The cost of this warranty shall be included with the application software price. Please attach a copy of your standard warranty to this proposal and note the Attachment number_____.

4.1.1 What is the length of the warranty in years beginning on the date of acceptance?

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4.1.2 At the conclusion of the warranty period the selected vendor will provide ongoing maintenance services for the life of the contract. This maintenance agreement will be included in the Cost Proposal. Please note the Attachment number.

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4.1.3 How many years will you guarantee support of the proposed software after the warranty and maintenance agreement?

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4.1.4 List any exceptions or limitations to your proposed warranty/maintenance services for the software as indicated within the matrix.

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4.1.5 Complete the following table to describe your Warranty Services offerings.

| Warranty Services | Vendor Response |
|--|-----------------|
| What are the hours of warranty coverage? | |
| What are the hours of maintenance coverage (after the warranty expires)? | |
| Warranty Services: | |
| Telephone Support (Y/N) | |
| Toll free "800" number (Y/N) | |
| Remote software diagnostics (Y/N) | |
| Updates, enhancement and bug fixes included? (Y/N) | |
| How often are enhancements provided yearly? | |
| User group membership (Y/N) | |

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| | |
|--|-------------------|
| Newsletter (Y/N) | |
| Service/Support Response Time-to-resolution statistics | Hours or Minutes: |
| Via telephone: | |
| Average? | |
| Guaranteed? | |
| On-site: | |
| Average? | |
| Guaranteed? | |

4.2. Technical Support

4.2.1. Support Process – Tracking

When a customer contacts the vendor, how is the reported problem tracked? Describe your customer support flow from problem report to resolution. Include measures, such as time-to-resolution statistics that you currently monitor. Describe your problem escalation procedure.

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4.2.2. Technical Support Features

Complete the following table to list your technical support offerings.

| Technical Support Features | Do You Provide this Support?(Yes/No) |
|--|--------------------------------------|
| Software Support 8:00 - 5:00 PST, Monday through Friday | |
| 24 Hours/Day, 7 Days/Week | |
| Customized Workshop/Educational Programs | |
| Electronic Documentation on Updates | |
| Training on System Software Upgrades | |
| Training on New Releases | |
| Operational Audit/System Performance Evaluation | |
| Vendor Sponsored User Group Membership | |
| Web based customer support including FAQ, Searchable Knowledgebase | |
| Web based problem reporting and customer inquiry on problem status | |

4.2.3. Problem Resolution & Escalation Procedure.

4.2.3.1 Describe your proposed software problem reporting and escalation procedure. Indicate your severity classification system.

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4.2.3.2 Hourly rate for services not covered in this proposal?

4.2.3.3 Minimum hours charged?

4.3. Software Upgrades

- 4.3.1 The CoSD HHSA Mental Health Services Administration, Adult and Children's Mental Health Services Department Deputies in concert with the third-party IT outsourcing contractor will oversee and approve all application software updates. If the installation software upgrades and updates are to be performed by the vendor, then the County, the third-party IT outsourcing contractor and the vendor shall mutually agree upon the installation dates and times.

For each upgrade, the vendor shall provide release notes, detailing what changes have been made to the application, and updated documentation, user manuals, and training materials with each update/upgrade of the application while under maintenance agreement, to include:

One (1) complete set of documentation for the application administrator.

One (1) complete set of documentation for the County's systems engineer.

One (1) complete user set able to be copied.

One (1) electronic copy in the most current version of Microsoft Word.

One (1) electronic copy in web browser accessible format, such as HTML or PDF.

- 4.3.2 The vendor shall describe the procedures for backing out software updates/upgrades and reverting to the prior version of the software if problems occur with the update/upgrade.

The vendor shall describe the routine database maintenance procedures (e.g., rebuilding indices, compression, cold back-ups), what effect the maintenance process will have on the application, and what portions of the maintenance are the agency's responsibilities to perform.

4.4. Maintenance and Upgrades

4.4.1. Maintenance and Upgrade Features

| Maintenance & Upgrade Features | Is This a Standard Maintenance /Upgrade Feature? (Yes/No) |
|---|---|
| Error reports to vendor are tracked and reported back to customer | |
| Bug-fixes and corrections are included in upgrades | |
| Upgrades are applied to a test environment | |

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|--|--|
| Software upgrades include all enhancements paid for by the CoSD | |
| How frequent are new releases issues? | |
| How are new releases configuration managed and coordinated with customized software? | |
| Conformance to Federal Regulations | |
| Conformance to California Regulations | |
| Conformance to JCAHO Requirements | |
| Conformance to HIPAA Requirements | |

4.4.1.1 The vendor shall provide the County with scripts for maintenance tasks and monitoring critical components.

4.4.1.2 The vendor shall provide the Application Administrator with a rolling 12-month schedule of planned downtime for maintenance. Each schedule shall be provided thirty (30) days in advance. This schedule shall stipulate a deadline for inserting new tasks into the next period.

4.4.1.3 The vendor shall work with the Application Administrator to work out the exact, mutually acceptable dates for maintenance.

4.4.1.4 The vendor's routine maintenance on the application shall not require shutting down the County's operations unless previously discussed, scheduled and agreed.

4.5. Application Maintenance and Operation

4.5.1 What are the County's obligations following a new release/major redesign of the application?

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4.5.2 We require no system interruption during regular business hours, 0600 to 1800 hours Pacific Time, Monday through Friday, for scheduled maintenance. Describe how your solution meets, or does not meet, this requirement.

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4.5.3 Please answer the following items related to software releases:

| Software Releases | Vendor Response |
|--|-----------------|
| Does the vendor mandate the installation of new releases? (Y/N?) | |
| How soon? (Months?) | |
| Is there an additional charge for the new release? (Y/N) | |
| Is conversion assistance provided, if necessary? (Y/N) | |
| Is new documentation supplied? (Y/N) | |

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| Is additional training provided? (Y/N) | |
| Is maintenance continued for the old release? (Y/N) | |
| Is conversion assistance provided, if necessary? (Y/N) | |

4.5.4 Describe your policy, timing and notification for dropping support of client operating system(s), server operating system(s) and database versions.

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4.5.5 Describe problem management and escalation procedures.

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4.5.6 Describe the application's keyword search capability. Does it facilitate a search of the vendor's knowledge base to facilitate problem resolution?

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4.5.7 Describe the vendors support knowledge base format (e.g., web site, distributed media).

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4.5.8 Describe the procedures for trouble notification.

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4.5.9 Describe the procedures for problem reporting, status tracking and correction.

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4.5.10 Describe how upgrading and updating versions and portions of software will be handled.

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5. Pricing**5.1. Release 1**

Release 1 shall deploy the general release software for the Administrative Workflow, Managed Care, and Billing & Accounting functionality specified in the FR&TS Document. Customized screens, reports and interfaces shall be included that are required for the Release 1 functionality.

Cost Sheet – Release 1

| ITEM | COST | COMMENTS |
|---|------|--|
| Release 1 Baseline Package for 1,500 Users – Must satisfy FR&TS Document Sections as follows: 1. General 2. Administrative Workflow 3. Managed Care 4. Billing & Accounting 5. Reporting | | (List all software modules included in the baseline application package. List the version number of each module and note how long each has been in general release.)(Include the cost for all items that you responded to with a 'M' (existing functionality requires minor modification to support functionality) in the FR&TS Vendor Response) |
| Interfaces – Must satisfy FR&TS Document Section 7, Interfaces (those that apply to Release 1) | | (Break out the costs for the HL7 compliant Interface Engine and the individual interfaces listed.) |
| Technical – Must satisfy FR&TS Document Section 8, Technical | | (Break out any costs specifically needed to meet the requirements of the technical components listed.) |
| Additional system tools and/or utilities needed | | (List any additional system software tools and/or utilities that are required to provide full operational capability.) |
| Licenses – primary vendor | | |
| Licenses – 3rd party | | (Include licenses such as for database, etc.) |
| Data Conversion Activity | | |
| Data Cleansing Activity | | |
| Implementation | | (Provide comments to explain services rendered) |
| On-site training for Train-the-trainer classes in San Diego, CA | | (Specify recommended class types, sizes and duration.) |
| User/System Documentation | | |
| Warranty 1st year maintenance | | |
| Annual ongoing maintenance | | (Break down the costs allocated for version updates, ongoing maintenance, help desk support, etc.) |
| Software Escrow | | |

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5.2. Release 2

Release 2 shall deploy the general release software for the Electronic Health Record functionality specified in the FR&TS Document. Customized screens, reports and interfaces shall be included that are required for the Release 2 functionality.

Cost Sheet – Release 2

| ITEM | COST | COMMENTS |
|---|------|--|
| Release 2 Baseline Package for potentially 2,000 Clinical Users – Must satisfy FR&TS Document Sections as follows: 5. Electronic Health Record 6. Reporting | | (List all software modules included in the baseline application package. List the version number of each module and note how long each has been in general release.)(Include the cost for all items that you responded to with a 'M' (existing functionality requires minor modification to support functionality) in the FR&TS Vendor Response) |
| Interfaces – Must satisfy FR&TS Document Section 7, Interfaces (those that apply to Release 2) | | (Break out the costs for the HL7 compliant Interface Engine and the individual interfaces listed.) |
| Technical – Must satisfy FR&TS Document Section 8, Technical | | (Break out any costs specifically needed to meet the requirements of the technical components listed.) |
| Additional system tools and/or utilities needed | | (List any additional system software tools and/or utilities that are required to provide full operational capability.) |
| Licenses – primary vendor | | |
| Licenses – 3rd party | | (Include licenses such as for database, etc.) |
| Data Conversion Activity | N/A | Not applicable since clinical records are paper based. |
| Data Cleansing Activity | N/A | Not applicable since clinical records are paper based. |
| Implementation | | (Provide comments to explain services rendered) |
| On-site training for Train-the-trainer classes in San Diego, CA | | Specify recommended class types, sizes and duration. |
| User/System Documentation | | |
| Warranty 1st year maintenance | | |
| Annual ongoing maintenance | | (Break down the costs allocated for version updates, ongoing maintenance, help desk support, etc.) |
| Software Escrow | | |

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5.3. Optional Inpatient/Emergency Room Processing

Provide the costs for the Optional Requirements specified in the FR&TS Document Section 9. Customized screens, reports and interfaces shall be included that are required for the Inpatient/Emergency Room Processing functionality.

Cost Sheet – Optional Inpatient/Emergency Room Processing

| ITEM | COST | COMMENTS |
|---|--|--|
| Optional Requirements – Must satisfy FR&TS Document Section 9, Inpatient/Emergency Room Processing | Customized screens, reports and interfaces shall be included that are applicable for the Optional Inpatient/Emergency Room Processing functionality. | (The County may choose to add some or all of this functionality. Break out the costs by module as listed in the FR&TS Section 9. If one module covers multiple functionalities, note this in your response.) (List all software modules included in the optional application package. List the version number of each module and note how long each has been in general release.) (Include the cost for all items that you responded to with a 'M' (existing functionality requires minor modification to support functionality) in the FR&TS Vendor Response) |
| Interfaces – Must satisfy the interfaces specified in the FR&TS Document Section 9, Inpatient/Emergency Room Processing | | |
| Technical – Must satisfy FR&TS Document Section 8, Technical | | (Break out any costs specifically needed to meet the requirements of the technical components listed.) |
| Additional system tools and/or utilities needed | | (List any additional system software tools and/or utilities that are required to provide full operational capability.) |
| Licenses – primary vendor | | |
| Licenses – 3rd party | | (Include licenses such as for database, etc.) |
| Implementation | | (Provide comments to explain services rendered) |
| On-site training for Train-the-trainer classes in San Diego, CA | | Specify recommended class types, sizes and duration. |
| User/System Documentation | | |
| Warranty 1st year maintenance | | |
| Annual ongoing maintenance | | (Break down the costs allocated for updates, ongoing maintenance, help desk support, etc.) |
| Software Escrow | | |

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6. County of San Diego Pro Forma Contract

The County has made a determination that it will use the County's form of agreement as the basis for discussing and negotiating a definitive Pro Forma Consultant Agreement ("Pro Forma Consultant Agreement") is attached. The County's preferred form of Pro Forma Consultant Agreement that the County is prepared to execute as a binding contractual agreement. This Section of your Proposal is to address the County's proposed form of Pro Forma Consultant Agreement.

Indicate your acceptance or rejection of each clause of the proposed Pro Forma Consultant Agreement, including insurance terms. If you do not accept the terms of any clause as written, propose the specific language changes (deletions and insertions) that would make the term acceptable to your organization; if you need clarification, indicate specific wording that you find unclear, and why you consider it unclear. Statements that you find the agreement "generally acceptable," or that you "reserve the right to negotiate particular provisions," or that certain terms need "to be discussed" will be deemed non-responsive and unacceptable. Failure to specifically reject a proposed term will be deemed an acceptance of such term. In addition, if you intend to propose terms that are more favorable to the County than the terms of the Pro Forma Consultant Agreement, do so and propose the specific language changes that would make the terms more favorable. You must submit a marked draft in electronic form indicating any changes to the Pro Forma Consultant Agreement.

By submitting your organization's Proposal, your organization agrees to use the County's form of agreement as the basis for discussing and negotiating a definitive Pro Forma Consultant Agreement, subject only to the specific changes that you propose. The County's form of Pro Forma Consultant Agreement is its "preferred" form of Agreement, rather than its "required" form of Agreement; the Pro Forma Consultant Agreement is negotiable. The County may, however, at its sole discretion, determine that exceptions are so numerous, or of such great magnitude, that no reasonable chance of award exists. In which case, your Proposal would be found to be out of the competitive range. Exceptions to the Pro Forma Consultant Agreement will be considered as part of the Best Value determination.

In addition, the County must have an understanding of the cost, if any, to the County associated with each section, or part thereof, of the proposed Pro Forma Consultant Agreement that your organization changes, adds or deletes if the County were to reject such change, addition or deletion. Accordingly, for each section, or part thereof, of the proposed Pro Forma Consultant Agreement that your organization changes, adds or deletes, you must prepare a separate document indicating the section number of the change, and the cost, if any, to the County associated with the change, addition or deletion if rejected by the County. By requesting this information, the County does not agree to pay the cost if the County rejects such change, addition or deletion. If the County ultimately selects your organization to be its Provider, the County may, in its sole discretion, reject, supplement, replace, or elect to negotiate any changes, additions or deletions that you submit, or any other section of the Pro Forma Consultant Agreement or Schedules thereto.

Contractors are required to submit a proposed payment schedule listing each Milestone and any other event for which payment will be due. The payment schedule may include as many Milestones or other payment events as the Contractor chooses, and may assign to each such Milestone or payment event whatever portion of the total System Price as Contractor deems appropriate, subject to the following:

1. Contractor's proposed payment schedule must include, at a minimum, the events listed below, and the proposed payment associated therewith. The total of all payments in Contractor's proposed payment schedule should equal the total System Price. Contractors need not include a payment for any of the events listed below for which the Contractor does not desire to propose a separate payment. However, all of the events listed below must appear in the payment schedule with the date after execution of the agreement by which the event will occur:
 - a) Acceptance of the Project Plan

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- b) Acceptance of the Detailed System Design
 - c) Acceptance of each Module
 - d) Acceptance of Training for each Module
 - e) Acceptance of the System as a whole
 - f) Acceptance of Training for System as a whole
2. Milestones require Acceptance of the subject Deliverable or Training to have occurred in order for payment to be made. Other payment events not associated with Acceptance of a specific Deliverable or Training may be proposed, with the understanding that the County strongly prefers that payments be linked to the delivery of Deliverables for which specific Acceptance criteria have been agreed.
3. County requires that the payment schedule be structured to provide adequate security to County and incentive to the Contractor throughout the Project to timely complete the Project and each phase thereof, and to correct any problems that arise during the Project in a timely fashion. In all events, Contractor's proposed payment schedule should provide that (i) an amount equal to no less than 20% of the total amount payable with respect to delivery of all Deliverables incorporated into a Module will be payable only upon Acceptance of Training for that Module, and (ii) no less than 20% of the total System Price will be payable only upon Acceptance of Training for the System as a whole.
4. The proposed payment schedule shall include the expected date after execution of the Agreement by which each Milestone or payment event shall occur, assuming the Contractor has timely delivered the Deliverables, Training, and Services as required by the Agreement. The Contractor understands that County may delay Acceptance of any Deliverable, Training or Services until the same has met all Acceptance criteria set forth in the Agreement, the Accepted Project Plan, and the Specifications.

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SUBMITTAL REQUIREMENTS ATTACHMENT 1
MH MIS STATISTICAL INFORMATION**

| | |
|--|--|
| County Name: | 6.1. San Diego |
| Total County Population: | 2,813,833 <i>Data Source: US Census Bureau (Census 2000)</i> |
| Total Medi-Cal Eligible Population | Adults: 158,332; Children/Adolescents: 175,916 Total: 334,248 <i>Data Source: CA Dept. of Health Services (Oct. 2002)</i> |
| Current System in Use (vendor name and product name): | Echo's InSyst – County's Behavioral Health Information System InfoMC's eCura – Managed Care Application |
| Current number of System Users: | InSyst – Licensed for 125 Concurrent Users; 1395 active users eCura – Licensed for 68 Named Users |
| Estimated Potential User Base for New System | Potential New Users: 850 – FFS Providers 2000 – Clinical Users 2850 Potential New Future Users 1395 – current active users 4245 Grand Total Potential User Base for New System |

Note: All counts below may be approximate and are used to estimate anticipated system volume and capacity.

| Category | Mental Health Statistic |
|---|--|
| ➤ Annual Count of all Clients | 60,000 unduplicated |
| Service Statistics (Annual) | |
| ➤ Inpatient Units of Service (days) | Acute: 30,384 Admin: 4,977 Total: 35,361 (FY 2003-04) <i>Data Source: eCura</i> |
| ➤ Outpatient /Case Management contacts of all types | 192,378 (FY 2003-04) <i>Data Source: InSyst</i> |

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SUBMITTAL REQUIREMENTS ATTACHMENT 1
MH MIS STATISTICAL INFORMATION**

| Category | Mental Health Statistic |
|---|--|
| ➤ Day Treatment Days | 116,003 26,865 (AB 2726) Total: 142,868 (FY 2003-04) <i>Data Source: InSyst</i> |
| ➤ Residential Days | 22,484 (FY 2003-04) <i>Data Source: InSyst</i> |
| Billing Volume | |
| ➤ Monthly count of Medi-Cal Claims | 70,000 <i>Data Source: InSyst</i> |
| ➤ Monthly Insurance Claims (including Medicare) | 2,701 <i>Data Source: InSyst</i> |
| ➤ Monthly Patient Statements | 6,240 <i>Data Source: InSyst (Quarterly billing)</i> |
| Managed Care Statistics | |
| ➤ Monthly Authorizations | 6,958 <i>Data Source: eCura</i> |
| ➤ Monthly Claims Received | 12,128 <i>Data Source: eCura</i> |
| ➤ Provider Network Size (current count of providers) | 800 (Feb 2005) <i>Data Source: UBH Credentialing DB</i> |
| Data Specifications | |
| ➤ Current Database Size (GB) – InSyst and eCura combined. | 35.1 |
| ➤ 5-year project (GB) – 25% increase per year. | 107.1 |

DRAFT PRO FORMA CONTRACT

INCLUDES:

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|------------------|--|
| EXHIBIT A | Statement of Work |
| EXHIBIT A | Attachment 1 System Requirements |
| EXHIBIT A | Attachment 2 Acceptance Certificate |
| EXHIBIT A | Attachment 3 Rejection Statement |
| EXHIBIT A | Attachment 4 Change Order |
| EXHIBIT A | Attachment 5 Source Code Escrow Agreement |
| EXHIBIT A | Attachment 6 Support Services |
| EXHIBIT A | Attachment 7 Confidentiality Agreement |
| EXHIBIT A | Attachment 8 Key Employees |
| EXHIBIT A | Attachment 9 List of Counties to Market MIS |
| EXHIBIT A | Attachment 10 Marketing the System |
| EXHIBIT A | Attachment 11 County Provided Resources |
| EXHIBIT B | Insurance Requirements |
| EXHIBIT C | Pricing Payment Schedule |

REQUEST FOR PROPOSALS (RFP) NO. 719
MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
PRO FORMA AGREEMENT CONTRACT

This Mental Health Information System (MIS) System Agreement ("Agreement") is made as of the _____, day of 2006 ("Effective Date") between the County of San Diego, a political subdivision of the State of California having administrative headquarters at 1600 Pacific Highway, San Diego, California 92101 ("County"), and _____, a _____, having a principal place of business at _____ ("Contractor").

RECITALS

This Agreement is made in contemplation of the following facts and circumstances:

- A. The County desires to replace the Mental Health Information System (MIS) System.
- B. The County, by action of its Board of Supervisors ("BOS") taken on July 12, 2005, (Minute Order No. 4), authorized the Purchasing and Contracting Director, pursuant to Charter Section 703.10 of the Charter of the County of San Diego, to negotiate and to award a contract to replace the SMART System.
- C. Contractor is in the business of and has the technical expertise necessary to perform or have performed all tasks necessary to deliver to County the system that meets County's functional requirements.
- D. County desires to engage Contractor, and Contractor desires to accept such engagement, to furnish and install the system, in accordance with the terms and conditions of this Agreement, and the exhibits and documents expressly incorporated herein by reference.

AGREEMENT

NOW, THEREFORE, for valuable consideration the County and the Contractor agree as follows:

ARTICLE 1
DEFINITIONS

- 1.1 A&C shall mean Department of the Auditor and Controller.
- 1.2 Accept/Acceptance shall mean determination by County Project Manager that a Deliverable or the Training, as the case may be, conforms and otherwise meets the requirements set forth in this Agreement, and shall be evidenced by County Project Manager's delivery to Contractor of an Acceptance Certificate.
- 1.3 Acceptance Certificate shall mean a certificate in the form attached hereto as Exhibit A, Attachment 2 indicating County's Acceptance of a Deliverable or the Training, as the case may be.
- 1.4 Acceptance Test shall mean the acceptance tests developed by Contractor and accepted by County for Automated Deliverables as defined in Article 5.
- 1.5 Administrator Trainees shall mean those individuals who work on the Project under a Subcontract between Contractor and the contractor (currently Computer Science Corporation, Inc.) currently providing general information technology outsourcing services to County, to whom Contractor will provide Administrator Training, and who will perform services as described in said Subcontract.
- 1.6 Administrator Training shall mean training of County Personnel and the Administrator Trainees to properly and efficiently operate and maintain a particular Module or the System as a whole, as the case may be.
- 1.7 Automated Deliverable shall mean Software, including individual Modules and the System as a whole have the meaning set forth in Article 5.
- 1.8 BOS shall mean Board of Supervisors.
- 1.9 Business Day shall mean a day the County Administrative Offices are open for business.
- 1.10 Change shall mean a modification to the Specifications or the Implementation Plan.
- 1.11 Change Order shall mean a written change order, in the form of Exhibit A, Attachment 4, and more particularly described in Article 13.
- 1.12 COB shall mean Clerk of the Board of Supervisors.
- 1.13 Contracting officer ("Contracting Officer"): The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to execute or make any Changes to this Agreement.

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1.14 Contracting Officer's technical representative (COTR) shall be the County representative delegated by the Contracting Officer to administer this contract. County's COTR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COTR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other contractual guidance as required. The COTR is not authorized to change any terms and conditions of this Agreement.

1.15 Conform(s)/Conforming/Conformance shall mean: (a) the timely delivery of the Deliverable (including but not limited to the Module or the System as a whole) in accordance with the Project Schedule; (b) compliance of the Deliverable with the requirements of this Agreement including but not limited to the applicable Specifications, achievement of the Expected Results and the absence of Defects; (c) in the case of a Document Deliverable, the satisfaction of the standards described in Article 4, (d) in the case of an Automated Deliverable, the satisfaction of the standards described in Article 5, and (e) conformance with all generally accepted industry standards applicable to the Deliverable and the System.

1.16 Contractor Software shall mean all Software the copyright of which is owned by Contractor, or of which Contractor is licensee with the right to sublicense to County the rights described in Section 10.1.

1.17 Contractor Personnel shall mean the personnel of Contractor or of any Subcontractor.

1.18 COTS Software shall mean commercially available Software that is licensed directly from a third party to County in its "off the shelf" form.

1.19 County Personnel shall mean the elected and appointed officials and employees of County and third party independent contractors engaged by County including but not limited to any outsourcing service providers.

1.20 Custom Software shall mean Software developed by Contractor (or a Subcontractor) in connection with the Project including custom modifications and/or enhancements to COTS Software.

1.21 Cut-Over with respect to a particular Module or the System shall mean the point at which that Module or the System, as the case may be, has been Accepted and that Module or the System, as the case may be, has been placed into operation as the County's System of Record in accordance with Article 9.

1.22 Defects shall mean any defect or combination of defects in the System, Hardware, Software and/or any Deliverable or component of any of the foregoing, including: (a) the System, Hardware, Software or Deliverable or component of the foregoing not being in accordance with the Specifications, the requirements of this Agreement, or otherwise failing to pass the applicable Acceptance Test; or (b) defects which prevent the System, Hardware, Software and/or Deliverable or component of the foregoing, as applicable, from Conforming, or performing in accordance with the Specifications; or (c) defects in the System, Hardware, Software and/or Deliverable or component of the foregoing, as applicable, which result from deviations from commonly accepted standards for normal and correct operation of computer programs and/or systems, even if not explicitly mentioned in the Specifications, or (d) defects in the System, Hardware, Software and/or Deliverable or component of the foregoing which either prevent the user from using the System, Hardware, Software and/or Deliverable or component of the foregoing as intended, or which result in an unacceptable impact on the user's other activities; (e) defects which do not prevent the user from using the System, Hardware, Software and/or Deliverable or component of the foregoing, but such use is without all required functionality, or (f) defects where (i) the System, Hardware, Software and/or Deliverable or component of the foregoing abnormally ceases functioning, or (ii) the System, Hardware, Software and/or Deliverable or component of the foregoing produces incorrect or misleading information, erroneously interprets information given to it or produces similar deviations, except in those instances where data input by the County is the sole cause of such Defects.

1.23 Deliverable shall mean 1. the document deliverables, 2. the system, 3. the modules, and 4. the training..

1.24 Design System Requirements hereinafter called System Requirements attached hereto as Exhibit A, Attachment 1 and incorporated herein by reference, as may be amended by the Statement of Work in Exhibit A. The System Requirements is incorporated into and shall be deemed a part of the Implementation Plan.

1.25 Detailed System Design shall mean that Document Deliverable delivered by Contractor to County in accordance with the Implementation Plan setting forth specifically and in full detail the technical means by which Contractor will deliver to County the System, consistent with the General System Design, but in all events which Conforms to and provides all functionality described in the Functional Specifications.

1.26 Documentation shall mean the written documentation necessary to permit County Personnel to use, Operate and Maintain the System or any Automated Deliverable or Module, together with such documentation as is more particularly described in the Specifications, including training, user and technical support manuals.

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1.27 Document Deliverables shall mean all written deliverables other than Software, including Documentation, the Implementation Plan, and documents described in the System Requirements and the Implementation Plan to be delivered by Contractor to County hereunder.

1.28 Effective Date shall mean the date of contract execution in 2006.

1.29 Expected Results shall mean a complete and detailed explanation of the anticipated or predicted results or outcomes of the performance of an Automated Deliverable, after conducting the applicable Acceptance Test.

1.30 Functional Specifications shall mean those specifications which describe, without limitation, the features, functionality and processing capabilities of the System, and the identification of any Software and Hardware requirements needed to implement such features, functionality and processing capabilities. The Functional Specifications shall incorporate and be deemed to include the following documents, in the following order of precedence:

- a. Statement of Work, Exhibit A
- b. System Requirements, Exhibit A, Attachment 1; and

1.31 General System Design shall mean that Document Deliverable delivered by Contractor to County in accordance with the Implementation Plan setting forth in general terms the technical means by which Contractor will deliver to County a System which conforms to and provides all functionality described in the Functional Specifications. Upon Acceptance of the General System Design, the General System Design shall be deemed to be part of the Technical Specifications.

1.32 Hardware shall mean computer hardware and equipment.

1.33 Implementation Plan shall mean the Implementation Plan, as defined in Section 3, once Accepted by County in accordance with the provisions of Article 3, as the same may be revised thereafter in accordance with Article 13. The Implementation Plan incorporates the System Requirements contained in Exhibit A, Attachment 1.

1.34 Reserved.

1.35 MH shall mean the County of San Diego's Health and Human Services Agency's Department of Mental Health.

1.36 Milestone means the Acceptance of any Deliverable or Training that entitles Contractor to a payment. The deadlines by which Deliverables and Training must be delivered to and Accepted by County are as set forth in the Implementation Plan.

1.37 Module means a discreet functional module or subsystem comprising a component of the System as a whole which module or subsystem is capable of being accepted by the County and put into operation as its System of Record as part of a phased, modular approach to development of the System as a whole.

1.38 Operate and Maintain/Operation and Maintenance shall mean the performance of all tasks necessary to properly operate an Accepted Module or the System and to deliver to users all functionality of that Module or the System at all times in accordance with required service levels and as set forth in the Specifications and to provide all routine maintenance and repair of the Module or System throughout the expected life of the Module or System. As used in this definition, routine maintenance and repair shall mean all work necessary to keep the Module or System performing in accordance with the Specifications, excluding warranty services performed by Contractor or a third party and work to add new functionality not included in the Specifications, or to otherwise enhance the Module or System so that it performs beyond the requirements of the Specifications.

1.39 Operating Environment shall mean all manual and automated systems and processes employed by the County other than the System, as they are modified from time to time.

1.40 Project shall mean the planning, documenting, designing, procuring, developing, delivering, installing, integrating, making operational and supporting of the System and furnishing of the Services, all as is described in the Implementation Plan, the Specifications and this Agreement.

1.41 Project Manager(s) shall mean the individual(s) designated by the respective parties as described in Article 14 who will be responsible for administering and coordinating all technical aspects of this Agreement including all technical decisions related to the Agreement, as well as the day-to-day management of the work to be performed in connection with this Agreement. The County's Project Manager is identified in Section 24.20.

1.42 Project Schedule shall mean a schedule setting forth the schedule for performance of all Services and delivery of all Deliverables (including but not limited to Modules and the System as a whole, including performance/delivery deadlines and Milestones and identifying critical path items) in Microsoft Project.

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1.43 Rejection Statement shall mean the description of reasons, in reasonable detail, for rejection by County of any Deliverable (including without limitation any Module or the System as a whole) or Training under the applicable acceptance provisions herein, in the form attached hereto as Exhibit A, Attachment 3.

1.44 Scope of Work shall mean the Statement of Work, prepared by the County, attached as Exhibit A.

1.45 Services shall mean the services performed by Contractor or a Subcontractor for the benefit of County in connection with the Project, including development of the System and Training.

1.46 Software shall mean an ordered series of instructions or statements, in object code and/or source code form, as the case may be, for controlling the operation of a central processing unit to execute a process to be performed on a computer or network system. Software includes the Custom Software, Contractor Software and the COTS Software.

1.47 Specifications shall mean, collectively, the Functional Specifications and the Technical Specifications, as such specifications may be amended from time to time during the term of the Agreement through the Change Order process.

1.48 Subcontract shall mean the agreement between Contractor and a Subcontractor.

1.49 Subcontractor shall mean an independent contractor firm who furnishes goods or services to Contractor pertaining to this Agreement other than standard commercial supplies, office space and printing services.

1.50 Support Services shall have the meaning set forth in Article 17.

1.51 System shall mean the Mental Health Information System (MIS) Replacement System meeting the Specifications and consisting of all Modules and Deliverables, as such system as a whole is installed, made operational, implemented and integrated at County.

1.52 System of Record shall mean, as the context requires, a Module or the System operated in the "live" environment, using current, real data (not prototype data), production hardware, software, network and interfaces, and no longer depending on legacy systems, or any portion thereof, for any functionality.

1.53 System Price shall mean the entire, turn-key price for all work furnished hereunder including the System, Services, Training and Support Services, as set forth in Article 16.

1.54 System Requirements shall mean the System Requirements contained in Exhibit A, Attachment 1.

1.55 Technical Specifications shall mean the specifications set forth in the General System Design, as clarified, augmented and amended by the Detailed System Design delivered by Contractor and Accepted by County in accordance with the Implementation Plan. To the extent that the Detailed System Design as Accepted by the County is inconsistent with the General System Design, the Detailed System Design shall govern.

1.56 Training shall mean the training requirements set forth in Article 9 and the Specifications and, without limiting the generality of the foregoing, shall include (i) Administrator Training to the Administrator Trainees sufficient to ensure that the Administrator Trainees, by Cut-Over of a Module or the System, as the case may be, are able to properly and efficiently Operate and Maintain the Module or the System in accordance with all required service levels, without support from Contractor, any third party, or any other County Personnel, and (ii) User Training sufficient to ensure that the Users are properly trained in the use of all relevant functions of the Module or the System.

1.57 Transition Plan shall have the meaning set forth in Section 9.2, meeting the requirements of the Specifications for County's review and approval on or before the applicable date specified in the Implementation Plan. The Transition Plan shall describe in detail the manner in which Operation and Maintenance of each Module and the System will be transitioned from Contractor to County.

1.58 Updates shall mean any defect corrections, updates, enhancements and changes to COTS Software as set forth in Section 17.1.

1.59 Users shall mean County Personnel, its agents or individuals or entities it authorizes to use the System, as set forth in Section 9.2.

1.60 User Test shall mean a test to determine if each tested User understands how to properly operate all functions of the Module or System that relate to that User's job, set forth in Section 9.5.2.

1.61 User Training shall mean the training to be provided to Users by the User Training Team to assure User understand how to properly operate all functions of the Module or System that relate to that User's job, as set forth in Section 14.5.

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1.62 User Training Team shall mean Contractor's and/or Subcontractor's personnel, together with certain County Personnel designated by County to be User Trainers, as set forth in Section 14.5.

Contractor shall develop and implement User training for the Modules and the System. If the Contractor wishes to use a subcontractor for this effort, the County shall have the right to consent to such subcontracting prior to the Contractor issuing a subcontract. Said Subcontractor's personnel, together with certain County Personnel designated by County (collectively, the "User Training Team") shall participate in the Design phases of the Project as may be necessary to allow the User Training Team to gain a good understanding of the design, functionality and use of the Modules and the System. Among other things, the User Training Team shall have access to test systems in order to map workflow as well as copy system screens, outputs, and other materials and information needed to produce documentation necessary for User training.

1.63 User Training Test Plan shall have the meaning set forth in Section 9.5.2 and must include, at a minimum, a User Test satisfactory to County in its reasonable discretion capable of determining whether each tested User understands how to properly operate all functions of the Module or System that relate to that User's job.

ARTICLE 2
CONTRACTOR OBLIGATIONS

Without limiting the other obligations of Contractor set forth elsewhere in this Agreement, Contractor shall comply with all of the obligations set forth in this Article 2.

2.1 Upon delivery of the Implementation Plan, the County will review and return or approve the Plan and the contractor shall either execute the approved Implementation Plan or revise the Plan to the satisfaction of the County. Once approved, the Implementation Plan becomes the roadmap to system development and delivery.

2.2 Delivery of System. Contractor shall plan, design, develop, document, procure, integrate, convert, deliver, install, integrate, make operational, implement and support the System and provide to County all Deliverables and Services in accordance with the requirements of this Agreement, the Project Schedule, the Specifications and the Implementation Plan, as they may be amended from time to time hereunder. Without limiting the generality of the foregoing, Contractor shall itself or through the use of Subcontractors provide all labor, facilities, equipment, accessories, tools and other items necessary to do the work required for the Project where the same are not expressly identified in this Agreement as being provided by County. County shall only be required to provide the labor, facilities, equipment, utilities and telephone service particularly described in Exhibit A, Attachment 11. County may, but shall have no obligation to, provide additional support to Contractor in connection with the Project. Exhibit A, Attachment 11 shall be incorporated into, and shall be deemed to be part of, the Implementation Plan.

2.3 Security and Privacy. As more particularly described in the Specifications, Contractor shall at all times use its best efforts but in no event less than current industry best practices to protect the security and privacy of the System and all County data where "security" is defined as protection of software and data from natural and human-caused hazards, and where "privacy" is defined as protection of software and data from unauthorized access and manipulation. Contractor shall also assure integrity of data by establishing and maintaining safeguards against the destruction, loss or unauthorized alteration of County's data. Contractor shall further design the System to prevent, to the greatest extent possible, security and privacy breaches, to address contingencies in the event of an unavoidable security or privacy breach, and to provide recovery and backup operation.

2.3.1 Business Associate Provisions

2.3.1.1 Definitions. Terms used, but not otherwise defined, in this Article 14 shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 and 164.501. (All regulatory references in this Article 2 are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

A. Business Associate. "Business Associate" shall mean Contractor.

B. Covered Entity. "Covered Entity" shall mean that part of the County designated as the hybrid entity within the County subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E and those parts of the County designated as business associates of other entities subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

C. Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

D. Individual. "Individual" shall have the same meaning as the term "individual" in Section

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164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

E. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

F. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.

G. Required By Law. "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.

H. Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

2.3.1.2 Obligations and Activities of Business Associate

I. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

J. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by the Contract.

K. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

L. 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 the Contract.

M. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Contract.

N. Business Associate agrees to report to the Covered Entity any security incident of which it becomes aware

O. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through the Contract to Business Associate with respect to such information.

P. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguard to protect such information.

Q. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

R. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

S. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

T. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

U. Business Associate agrees to provide to Covered Entity or an Individual, in the time and

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manner designated by Covered Entity, information collected in accordance with Section 2 of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

2.3.1.3 Permitted Uses and Disclosures by Business Associate.

[Alternate Approaches]

[Specify Purpose]

Except as otherwise limited in this Contract, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity: **[List purposes.]**

[Refer to underlying services agreement]

Except as otherwise limited in the Contract, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Section 2 of the Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

[Specific Use and Disclosure Provisions – only necessary if parties wish to allow Business Associate to engage in such activities.]

A. Except as otherwise limited in the Contract, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

B. Except as otherwise limited in the Contract, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

C. Except as otherwise limited in the Contract, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 Code of Federal Regulations 164.504(e)(2)(i)(B).

2.3.1.4 Obligations of Covered Entity.

A. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522.

2.3.1.5 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

2.3.1.6 Term and Termination.

A. Term. The Term of this Article 2 shall begin on April 13, 2003, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

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B. Termination for Cause for Breach of Terms of Article 2. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate the Contract if Business Associate has breached a material term of the Contract and cure is not possible.

2.3.1.7 Effect of Termination.

A. Except as provided in paragraph 14.6.3.2 of this Article 2, upon termination of the Contract, for any reason, 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 return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Article 2 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.

2.3.1.8 Miscellaneous

A. Regulatory References. A reference in this Article 14 to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

B. Amendment. The Parties agree to take such action as is necessary to amend this Article 2 from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

C. Survival. The respective rights and obligations of Contractor and Business Associate under Section 2.3 of this Article 2 shall survive the termination of the Contract.

D. Interpretation. Any ambiguity in this Article 14 shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

2.4 Interfaces. Contractor shall meet the interface requirement and standards set forth in the Specifications, together with the requirements set forth in Article 8.

2.5 Data Conversion and System Transition. Contractor shall meet the data conversion and system transition requirements and standards set forth in the Specifications and Articles 7 and 9.

2.6 Training. Contractor shall meet the training requirements set forth in Paragraph 1.54 above, Article 9 and the Specifications and, without limiting the generality of the foregoing, shall provide (i) Administrator Training to the Administrator Trainees sufficient to ensure that the Administrator Trainees, by Cut-Over of a Module or the System, as the case may be, are able to properly and efficiently Operate and Maintain the Module or the System in accordance with all required service levels, without support from Contractor, any third party, or any other County Personnel, and (ii) User Training sufficient to ensure that the Users are properly trained in the use of all relevant functions of the Module or the System.

2.7 Documentation. Contractor shall meet the standards and requirements regarding Documentation set forth in the Specifications.

2.8 Operating Environment. Contractor shall provide the Deliverables and perform Services described in this Agreement such that the Modules and the System, when installed, will properly operate in and interoperate with the Operating Environment all as is more particularly described in the Specifications.

2.9 Support Services. Contractor shall make available to County the Support Services as more specifically set forth in Article 17.

2.10 Delivery and Installation. Contractor shall provide on-site installation of the System, including without limitation, the Hardware and Software, in accordance with all Project Schedule deadlines and other requirements set forth in the Implementation Plan.

2.11 Cooperation and Coordination with County's IT Contractor. Contractor shall cooperate and coordinate with County's

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IT contractor (currently the Pennant Alliance, headed by CSC) and any County entity in which it conducts business, or engages in electronic information exchange supported by this system.

2.12 Prior Notice of Need for Access. Contractor shall give no less than [five (5)] County Business Days advance written notice of its need to access any County facility for the purposes of installing the System or any portion thereof, or performing any Services.

2.13 Compliance with Law. Contractor shall comply with all applicable federal, state and local laws and regulations pertaining to the performance of the Project, including but not limited to those related to employment.

2.1.4 Debarment And Suspension. As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:

2.14.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.

2.14.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

2.14.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

2.14.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.

2.15 Performance Bond. Concurrently with the execution of this Agreement Contractor shall deliver to County a performance bond satisfactory to the County and shall thereafter maintain such bond in effect for the period commencing on the Effective Date and ending [one (1)] year following Acceptance of all Training with respect to the System, in an amount not less than one million dollars (\$1,000,000), to ensure performance of Contractor's obligations to County.

ARTICLE 3
IMPLEMENTATION PLAN

Contractor shall develop a detailed Implementation Plan in Microsoft Project setting forth the Services, Deliverables, Milestones and Project Schedule necessary to meet the requirements of the Functional Specifications and to develop and deliver all Deliverables, Modules, the System and the Training.

3.1 Implementation Plan. Within thirty (30) days following the Effective Date of this Agreement, Contractor shall provide to County Project Manager, for County Project Manager's acceptance as described below, a proposed Implementation Plan. The Implementation Plan shall be comprehensive in scope and breadth, and shall address in adequate detail all subject matter content generally described in this Agreement, the Scope of Work and on the System Requirements (which shall be deemed to be incorporated into the Implementation Plan), and shall include, without limitation, a Gantt chart, task descriptions, a Project Schedule and expected resources of both parties consistent with the terms of this Agreement and shall set forth in reasonable detail the work plan proposed by Contractor to develop, furnish, install, and make operational, itself or through Subcontractors, the System, provide the Training and otherwise perform the Project and deliver the System as required by this Agreement. The Plan shall identify interdependencies between and among the components of the System, Services to be performed, and the Deliverables, and shall describe in detail the sequencing of work, and all necessary preconditions which must be satisfied before particular Services are performed and/or Deliverables delivered.

3.2 Acceptance of the Implementation Plan. The Implementation Plan is a Document Deliverable hereunder subject to the Acceptance by the County Project Manager pursuant to the provisions of Section 4.

3.3 Minor Deviations From Implementation Plan. Contractor may make minor deviations from the Implementation Plan without obtaining prior written consent of County's Project Manager, or complying with the Change process set forth in Article 13. Contractor shall give County's Project Manager prior written notification of any such planned deviation through the delivery of an updated status report (including a revised Implementation Plan, Gantt chart and Project Schedule) which shows the impact, if any, of such deviations on the remainder of the Project. As used in this Section, "minor deviations" means those adjustments to the tasks or resources required of Contractor or to the date on which Services are to be performed or a Deliverable is scheduled to be delivered and/or Accepted which do not (i) alter or eliminate any Specifications, Deliverables or

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Training; (ii) change the period of time County is given to review any Deliverable or Training or Contractor is given to correct a Deliverable or Training; (iii) result in Contractor deviating from the deadlines for Milestones (earlier or later); or (iv) require any greater resources from the County than those identified in the Gantt Chart presented.

3.4 Changes to Implementation Plans. Any change in the Implementation Plan other than those permitted pursuant to Section 3.3 shall be a Change requiring approval pursuant to the process described in Article 13. From and after acceptance of such revised Implementation Plan through the Change process (Article 13), the revised Implementation Plan shall supersede the prior approved Implementation Plan in all respects.

3.5 Monthly Status Report. On the Friday before the second Wednesday of every calendar month during the term hereof, Contractor shall deliver to County Project Manager a monthly status report in form and content reasonably satisfactory to County and in both printed (hard) and computer (soft) media in such quantities as County may direct (not to exceed [twelve (12)] copies in each medium) which describes the progress of the Project, including, (i) an updated Implementation Plan reflecting any changes to the Implementation Plan, (ii) a report updating the status of each Deliverable under development and Services being performed, (iii) a detailed description of the tasks and schedules as required to implement the System for the interim period until the next monthly status report, including the level of compliance with the Project Schedule, (iv) a listing of the resources County is required to provide, in accordance with the Implementation Plan, during the subsequent calendar month, (v) a general updated description of the tasks and schedules therefore required to implement the System for the remainder of the term, (vi) specific identification of all new tasks commenced by Contractor, all ongoing tasks, and identifying any tasks which are overdue or behind schedule, and (vi) such other information as is customarily included in monthly status reports prepared by Contractor, or which is reasonably requested by County. At County's request, Contractor shall present the monthly status report at a meeting at which County Project Manager and other County Personnel and County contractors as selected by County are present, and attended by Contractor Project Manager and, at the County's request, knowledgeable representatives of the Contractor and Subcontractors shall be available in order to permit County Project Manager and other County invitees to ask questions with respect to any matter relating to the Project, whether or not addressed in the monthly status report.

ARTICLE 4**ACCEPTANCE OF DOCUMENT DELIVERABLES**

The procedures applicable to the Acceptance or rejection of Document Deliverables are described in this Article 4.

4.1 Conformance of Document Deliverable. The County Project Manager shall have the right to reject any Document Deliverable if such Document Deliverable (i) fails to meet the description thereof in the Implementation Plan (or, if the Implementation Plan is the Document Deliverable, if the Implementation Plan fails to meet the requirements of Section 3.2), (ii) fails to describe a process which will result in the timely delivery of any Deliverable, Module or the System, (iii) assumes County staffing and support in excess of those contemplated in the Gantt Chart, (iv) does not meet Specifications, or (v) otherwise does not Conform. In addition to the foregoing, the County Project Manager shall have the right to reject the Detailed System Design if the Detailed System Design is not consistent with the System Requirements.

4.2 Copies of Document Deliverables. Contractor shall deliver to County both printed (hard) and computer (soft) media copies of each Document Deliverable in such quantities as County may direct (not to exceed [twelve (12)] copies in each medium).

4.3 Summary of Format and Contents. At County Project Manager's request, Contractor shall deliver to County a summary of the proposed format and contents of a Document Deliverable no later than [twenty (20) Business Days prior to the scheduled delivery date for such Document Deliverable. If the County Project Manager notifies Contractor of changes or additions in the proposed format or content the County desires be made, Contractor shall use reasonable efforts to implement such changes prior to delivery of the Document Deliverable. Notwithstanding the foregoing, review (or lack of review) of any such summary of the proposed format and contents of a Document Deliverable, and any changes made (or not made) to the Document Deliverable as a result of any such review, shall not affect or alter in any way the procedures for acceptance of such Document Deliverable.

4.4 Acceptance of Document Deliverable.

4.4.1 Unless otherwise specified in the Implementation Plan, for each Document Deliverable other than the Implementation Plan, County Project Manager shall have ten (10) Business Days from the date on which Contractor delivers the Document Deliverable to review the Document Deliverable and provide Contractor with either an Acceptance Certificate or a Rejection Statement. If the Implementation Plan is the Document Deliverable, County Project Manager shall have [ten (10)] Business Days from the date Contractor delivers the Implementation Plan to provide Contractor with either an Acceptance Certificate or a Rejection Statement.

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4.4.2 If County Project Manager provides Contractor with a Rejection Statement, Contractor will correct any nonconformance and redeliver the corrected Document Deliverable to County Project Manager within [five (5)] Business Days of delivery of the Rejection Statement (unless, with respect to a Document Deliverable other than the Implementation Plan, another period of time is expressly stated in the Implementation Plan), using reasonable efforts to redeliver sooner if feasible. County Project Manager shall, within [five (5)] Business Days of such redelivery (unless, with respect to a Document Deliverable other than the Implementation Plan, another period of time is expressly stated in the Implementation Plan), provide Contractor with a written Acceptance Certificate or Rejection Statement.

4.4.3 Should County Project Manager deliver a Rejection Statement after the second delivery, the Project Managers shall meet and implement the process described in Article 6.

ARTICLE 5

TESTING AND ACCEPTANCE OF AUTOMATED DELIVERABLES

The procedures applicable to quality assurance, testing and Acceptance or rejection of Deliverables which include Hardware and/or Software ("Automated Deliverables"), including individual Modules and the System as a whole, are described in this Article 5.

5.1 Quality Assurance and Testing Obligations; Release Committee. Contractor shall comply with all requirements of this Agreement, the Implementation Plan and Specifications relating to quality assurance and testing of Automated Deliverables, including delivery of all Deliverables related thereto as specified in the Implementation Plan and Specifications. Without limiting the generality of the foregoing, prior to conducting any Acceptance Test for an Automated Deliverable, Contractor shall have delivered all Deliverables and conducted all tests that are required to be delivered or conducted prior to conducting such Acceptance Test (such as delivering any applicable beta test plan and conducting any applicable beta test). In conducting its quality assurance and testing activities, Contractor shall cooperate with County's release management process and Project Manager. Notwithstanding the foregoing, or anything to the contrary contained in this Agreement or the exhibits or documents attached hereto or incorporated herein, no release committee shall have the authority to Accept any Deliverable, approve any Change Order, modify or amend this Agreement, the Specifications or the Implementation Plan, or otherwise bind the County.

5.2 Development and Acceptance of Acceptance Tests.

5.2.1 Development of Acceptance Tests. Contractor shall develop and deliver to County by the dates set forth in the Implementation Plan Acceptance Tests by which the County may, with Contractor's assistance, accurately determine whether each Automated Deliverable Conforms. Each such Acceptance Test shall set forth in adequate detail the Expected Results thereof.

5.2.2 Acceptance of Acceptance Tests. Unless otherwise specified in the Implementation Plan, County shall have ten (10) Business Days from the date on which Contractor delivers an Acceptance Test, to deliver to Contractor an Acceptance Certificate or Rejection Statement specifying the manner in which the proposed Acceptance Test fails to adequately test the Automated Deliverable to determine whether the Automated Deliverable meets the Specifications, Conforms and otherwise complies with the requirements of this Agreement. If the County Project Manager provides Contractor with a Rejection Statement, Contractor will correct any such deficiencies and redeliver the proposed Acceptance Test within [fifteen (15)] Business Days of delivery of the Rejection Statement, unless otherwise stated in the Implementation Plan. Unless otherwise stated in the System Requirements or, if applicable, the Implementation Plan, County Project Manager shall provide Contractor with an Acceptance Certificate or a Rejection Statement. Should County Project Manager notify Contractor that the resubmitted proposed Acceptance Test still does not meet the requirements of County, the Project Managers shall meet and implement the process described in Article 6.

5.3 Standard Diagnostic Tests. In addition to any other testing or quality assurance standards or requirements set forth in this Agreement, including any Acceptance Test conducted in connection with the delivery of an Automated Deliverable, Contractor shall determine and certify to County in writing that any item of Hardware or COTS Software comprising a portion of any Automated Deliverable meets the manufacturer's technical specifications therefor and passes manufacturer's standard diagnostic tests, and passes Contractor's and any applicable Subcontractor's standard diagnostic tests therefor (if any) but in any event passes diagnostic tests no less stringent than industry standard diagnostic tests. County may request that Contractor provide the results of such diagnostic tests to County and/or perform such diagnostic tests in the presence of County Project Manager (or his or her designee) for the purpose of verifying that the Hardware and/or COTS Software passes such diagnostic tests.

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5.4 Conformance of Automated Deliverable. The County Project Manager shall have the right to reject any Automated Deliverable if such Automated Deliverable (i) fails to meet the description thereof in the Implementation Plan, (ii) fails to pass its Acceptance Test, (iii) does not meet the Specifications, or (iv) otherwise does not Conform.

5.5 Copies of Software. If the Automated Deliverable includes any Software, Contractor shall deliver to County copies of the Software (other than any COTS Software), including both object code and source code for the Software, in such numbers and in such media as may be required by the Specifications, or if not stated in the Specifications, as may be reasonably requested by County. In the case of COTS Software, Contractor shall deliver to County copies of the Software in such number and form as the license terms applicable to such COTS Software permit.

5.6 Acceptance of Automated Deliverable. Contractor shall be deemed to have delivered an Automated Deliverable when the Hardware (if any) and required copies of the Software (if any) and all Documentation associated with that Automated Deliverable have been delivered to County, and Contractor shall have notified County Project Manager that the Automated Deliverable is installed, operational and ready for its Acceptance Test. Within the time periods specified in the Implementation Plan, which shall in all events be no shorter than ten (10) Business Days, the County shall conduct the applicable evaluation and Acceptance Test for the Automated Deliverable to determine whether the Automated Deliverable Conforms to such evaluation and Acceptance Test. Contractor at its expense shall provide reasonable assistance as requested by County in conducting such evaluations and Acceptance Tests. If the Automated Deliverable Conforms, County shall deliver an Acceptance Certificate to Contractor's Project Manager. If the Automated Deliverable fails to Conform, County shall deliver to Contractor a Rejection Statement. The Acceptance Certificate or Rejection Statement shall be delivered within ten (10) Business Days following completion of the Acceptance Test, unless a different period is specified in the Implementation Plan. If in conducting Acceptance Testing of any particular Automated Deliverable or in otherwise evaluating whether an Automated Deliverable Conforms, County is not able to test all functions or evaluate all aspects required for such Automated Deliverable and, therefore, is not able to test compliance with the Specifications, confirm Conformance or otherwise evaluate all aspects of the Automated Deliverable, then County may reject the Automated Deliverable, and/or may test the other functionality of the particular Automated Deliverable or evaluate remaining aspects of the Automated Deliverable, or otherwise conduct regression testing. Without limiting the foregoing, County may conduct an Acceptance Test or otherwise evaluate the applicable Automated Deliverable for the purpose of determining the impact of such Automated Deliverable on other and further Automated Deliverables hereunder, including without limitation interdependencies for the purpose of determining the impact on related components of the System.

5.7 Correction of Rejected Automated Deliverable. If County delivers a Rejection Statement to Contractor, Contractor will correct any nonconformance and resubmit the Automated Deliverable to County within [ten (10)] Business Days of receipt of the Rejection Statement from the County, unless otherwise stated in the Implementation Plan. Unless otherwise stated in the Implementation Plan, County shall have [five (5)] Business Days after delivery of the resubmitted Automated Deliverable to County to determine whether such Automated Deliverable passes the Acceptance Test and otherwise Conforms.

5.8 Extension of Periods. Notwithstanding any provision in this Agreement or the Implementation Plan to the contrary, County may, as County deems necessary, and upon notice to Contractor, (i) require Contractor to delay the installation of any item of Hardware or Software for up to [ten (10)] Business Days, and/or (ii) extend periods specified herein or in the Implementation Plan for evaluation, acceptance testing, and delivery of a Certificate of Acceptance or Rejection Statement for any Automated Deliverable for one (1) additional period, which additional period shall be equal to the initial period to complete its evaluation and deliver the applicable Acceptance Certificate or Rejection Statement.

5.9 Deficiency Procedures and Remedies. Should County Project Manager deliver a Rejection Statement after Contractor resubmits the Automated Deliverable, the Project Managers shall meet and implement the process described in Article 6.

ARTICLE 6
DEFICIENCY PROCEDURES

If, after evaluation, review and (if applicable) conducting the applicable Acceptance Test of a resubmitted Deliverable under the procedures applicable to such Deliverable, County Project Manager delivers to Contractor a Rejection Statement with respect to the resubmitted Deliverable, then:

6.1 Meeting. The County and Contractor's Project Managers shall meet and attempt to mutually agree upon a course of action with respect to the subject Deliverable within [five (5)] Business Days of County Project Manager's delivery of the Rejection Statement. Such course of action may include without limitation: (i) allowing Contractor a further opportunity to correct the Deliverable within a mutually agreeable time in which case the Deliverable shall be resubmitted within the agreed period and reevaluated and retested pursuant to the procedures set forth in this Agreement as if said corrected Deliverable were being resubmitted after delivery of the first Rejection Statement; (ii) to revise the Specifications in a mutually agreeable

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manner with respect to the particular nonconformance; (iii) if approved by County Project Manager and County Director of Purchasing and Contracting, to reduce the System Price by an agreed amount; (iv) require the delivery by Contractor to County of all work in progress with respect to the Deliverable including but not limited to source code for Contractor Software and Custom Software and other documentation related to the Deliverable developed to date, for the purpose of permitting County and/or its Contractors to complete the Deliverable and charge Contractor for the costs incurred in connection therewith in excess of the amounts otherwise payable to Contractor hereunder; (v) if the rejected Deliverable consists of Hardware, to require Contractor to deliver replacement Hardware at no cost to County; (vi) to require Contractor to commit additional resources sufficient to permit prompt correction of the Deliverable; (vii) to defer payment for the particular Deliverable (and any interdependent Deliverables) until Accepted; or (viii) such other remedies or courses of action as the Project Managers shall agree upon.

6.2 **Failure to Agree.** If the parties are unable to mutually agree on an acceptable course of action with respect to the rejected Deliverable within the five (5) Business Day period set forth in [Section 6.1](#), without limiting County's other rights and remedies, County may elect to terminate the development of the rejected Deliverable, return such Deliverable to Contractor, and withhold all payment of the System Price attributable to the particular Deliverable. In addition, the failure by Contractor to deliver an acceptable Deliverable shall provide a basis for County to declare the occurrence of an event of default of this Agreement and institute the Dispute Resolution Procedures described in [Article 21](#).

6.3 **Interdependencies.** To the extent a rejected Deliverable has interdependencies with the rest of the System, Contractor shall propose corresponding changes to the Specifications for the rest of the System affected by such rejected Deliverable using the Change Control process described in [Article 13](#). For the avoidance of doubt, County shall not be required to pay any portion of the costs of preparing any Change Order Request or Change Order required to be proposed pursuant to this [Section 6.3](#), and shall not be required to accept any such Change Order Request or Change Order.

6.4 **Subsequent Deliverables.** If any subsequent Deliverable is to be based on a Deliverable under review by County Project Manager or which is the subject of the deficiency procedures under this [Article 6.4](#) or the dispute resolution procedures under [Article 21](#), Contractor shall nevertheless proceed with the work on the subsequent Deliverable while the Deliverable under review is being evaluated and/or tested by County unless and until County Project Manager instructs Contractor, in writing, to suspend work on the relevant subsequent Deliverable(s). If Contractor proceeds with its work notwithstanding the instruction of County Project Manager to suspend work, then Contractor is fully liable for any subsequent rework that may be required as a result of an eventual finding that the Deliverable under review was properly rejected by County.

6.5 **Payment.** The payment by County to Contractor of any fee or Milestone payment, as applicable, shall be payable by County to Contractor upon County's issuance of the Acceptance Certificate for the subject Deliverable or Training (both Administrator Training and User Training) and upon Contractor's subsequent issuance of an Invoice in accordance with [Article 16](#).

6.6 **Inspection of Services and Work in Progress.** County may from time to time inspect Contractor's Services and work in progress including but not limited to all materials, supplies and equipment utilized in the performance of this Agreement by Contractor and by any Subcontractor. County may also use an independent contractor to audit and to provide Independent Verification and Validation (IV&V) of Contractor's work. Contractor shall provide full cooperation with any and all said inspections. All inspections by County or its independent contractor shall be made at reasonable times during a Business Day, upon reasonable notice and in such a manner as not to unduly interfere with Contractor performance.

**ARTICLE 7
DATA CONVERSION**

7.1 **Data Conversion: General.** Contractor shall design, plan and implement the System in accordance with the applicable Specifications and the Data Conversion and Migration Plan. Among other features, the Data Conversion and Migration Plan shall provide County Project Manager with detailed specifications for the file format in which data will be transferred to the System. Contractor shall load the data into the database structure developed by Contractor as part of the System.

7.2 **Data Conversion and Migration Plan.** Contractor shall provide to County as a Document Deliverable a detailed plan in Microsoft Project for database conversion and migration procedures necessary to transfer all to the System (the "Data Conversion and Migration Plan").

**ARTICLE 8
INTERFACES AND INTEGRATION**

8.1 **Interfaces: General.** Contractor shall meet the interface requirements and standards set forth in the Specifications, including but not limited to external system interfaces requirements, together with the requirements set forth in this [Article 8](#).

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8.2 Among Automated Deliverables. Contractor shall be responsible for the integrity of the interfaces between and among all Automated Deliverables.

8.3 System to External Systems. Contractor shall be responsible for the integrity of the interface for data leaving the System to external interfacing systems (i.e. any automated system which is not an Automated Deliverable), all as is more particularly described in the Specifications. For data entering the System from external interfacing systems, County shall be responsible to notify Contractor of the location of the external data and the format in which such data is delivered, to the extent and in accordance with the time periods more particularly described in the Implementation Plan, and Contractor is responsible for retrieving the external system data and reformatting it as may be necessary, as described in the Specifications. Except as otherwise expressly provided herein, Contractor shall be responsible for the integrity of the interface between the System and all other internal and external systems.

8.4 Interface Maintenance. Contractor shall be responsible for preparing and maintaining all interface documentation. During the term of this Agreement, Contractor shall diagnose and document all interface problems or issues that arise. The record of interface issues shall consist, at a minimum, of a list of problems, to whom the problem resolution was assigned and how the problem was resolved. Contractor shall correct any interface problems attributable to deviation from the requirements of this Agreement or the Specifications including interface Specifications approved as part of and included in the Detailed System Design. Any changes in the configuration and definition of interfaces set forth in the Accepted Detailed System Design shall be a Change, requiring approval pursuant to the process set forth in Article 13.

ARTICLE 9
SYSTEM TRANSITION; TRAINING

Contractor shall provide for the transition from use of the existing legacy system to use of each Module and the System as a whole in accordance with this Section.

9.1 System Transition. Contractor shall design, plan and implement transition and Cut-Over for each Module and the System as a whole, in accordance with the Transition Plan.

9.2 Transition Plan. Contractor shall prepare and deliver in writing a detailed system transition plan ("Transition Plan") meeting the requirements of the Specifications for County's review and approval on or before the applicable date specified in the Implementation Plan. Such Transition Plan shall be a Document Deliverable hereunder. The Transition Plan shall assure a smooth and seamless transition of all functions performed by legacy systems to the Module or System, as the case may be, at Cut-Over, with no disruption to the workflow of the MIS or other County departments which would negatively impact service to the public. Without limiting the generality of the foregoing, the Transition Plan shall describe in detail the manner in which Operation and Maintenance of each Module and the System will be transitioned from Contractor to County, and shall ensure that (i) County Personnel and the Administrator Trainees are trained and sufficiently knowledgeable to take over the Operation and Maintenance of each Module and the System; and (ii) County Personnel, its agents or individuals or entities it authorizes who will be users of the System ("Users") are properly trained to use the System. Without limiting the generality of the foregoing, it is the intention of the parties, and Contractor's Subcontract pursuant to which the Administrator Trainees work on the Project shall provide for the express benefit of County, that following Acceptance of Administrator Training for the System as a whole, the Administrator Trainees shall cease performing services under that Subcontract and shall commence performing services for the County including Operation and Maintenance of the System, pursuant to the terms of the existing outsourcing contract between County and its outsourcing service provider. Contractor agrees that it shall not hire or solicit for hire during the term of this Agreement, and for [one (1)] year following Acceptance of the Training for the System, any Administrator Trainee or County Personnel.

9.3 Training. Contractor agrees to provide County with the Training required by this Agreement and the Transition Plan, including the Administrator Training and User Training.

9.4 Cut-Over.

9.4.1 Cut-Over Readiness. At such time as all Deliverables required by the Implementation Plan to be delivered prior to Cut-Over of a particular Module or the System as a whole shall have been delivered and accepted by the County, and Contractor determines that the Module or the System as a whole is installed and operational, that all applicable data conversion is complete and that necessary Training is complete, then Contractor shall provide County with written notice that the Module or System as a whole, as the case may be, is ready for Cut-Over. Cut-Over shall thereafter occur as and when County shall, in its reasonable discretion, deem appropriate. County shall provide Contractor with [two (2)] Business Days advance written notice of the date of Cut-Over.

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9.4.2 Cut-Over Assistance. Contractor shall perform all tasks allocated to Contractor in the Transition Plan, and shall otherwise provide sufficient assistance to County in connection with the Cut-Over to assure a smooth and seamless transition.

9.5 Evaluation and Acceptance of Training. The procedures for evaluation and Acceptance or rejection of Training are set forth in this Section 9.5. Training for a particular Module or the System as a whole, as the case may be, shall be subject to evaluation and Acceptance or rejection separately from, and following the Acceptance of, that particular Module or the System.

9.5.1 Acceptance or Rejection of Administrator Training. For [ninety (90)] days following Cut Over of a Module, or [one hundred eighty (180)] days following Cut Over of the System, the Administrator Trainees shall Operate and Maintain that Module or the System in accordance with required service levels. If at the conclusion of that period of time County in its reasonable discretion has determined that the Administrator Trainees are capable of properly and efficiently Operating and Maintaining that Module or the System, as the case may be, without the support of Contractor, third party contractors or other County Personnel, then County's Project Manager shall, on or before [five (5)] Business Days following expiration of that period deliver an Acceptance Certificate for that Administrator Training. If County, in its reasonable discretion has determined that the Administrator Trainees are not capable of properly and efficiently Operating and Maintaining that Module or the System, as the case may be, without the support of Contractor, third party contractors or other County Personnel, then County's Project Manager shall deliver to Contractor a Rejection Statement stating the basis for County Project Manager's determination that the Administrator Trainees are not capable of properly and efficiently Operating and Maintaining the Module or the System, as the case may be, without the support of Contractor, third party contractors, or other County Personnel.

9.5.2 Acceptance or Rejection of User Training. Prior to conducting any User Training, Contractor shall deliver to County for review and approval a User Training Test Plan, setting forth criteria pursuant to which County may ascertain whether the Users have received proper training regarding the use of any given Module or the System. The User Training Test Plan shall be a Document Deliverable. The User Training Test Plan must include, at a minimum, a User Test satisfactory to County in its reasonable discretion capable of determining whether each tested User understands how to properly operate all functions of the Module or System that relate to that User's job. Contractor may not proceed to conduct any User Training until the User Training Test Plan has been accepted by the County. Once User Training has been completed, Contractor shall notify County, and County shall administer the User Test and otherwise determine if the User Training meets the criteria set forth in the User Training Test Plan. County shall deliver to Contractor an Acceptance Certificate or a Rejection Statement for the subject User Training within [five (5) business days] after conducting the User Test. Any such Rejection Statement shall state the basis for County's rejection of the User Training.

9.5.3 Procedure Following Rejection. If the County Project Manager provides Contractor with a Rejection Statement for either the Administrator Training or the User Training, Contractor will within [five (5)] Business Days after delivery of the Rejection Statement deliver to County Project Manager a plan for furnishing additional Administrator Training necessary to address any deficiencies in the Administrator Training and/or the User Training so as to ensure that the Administrator Trainees can properly and efficiently Operate and Maintain the Module or the System, as the case may be, and the Users meet the Acceptance criteria set forth in Section 9.5.2. Promptly thereafter, Contractor shall provide such additional Training and/or User Training at no cost to County. At the conclusion of the additional Training, County shall again evaluate the Training and shall either Accept the Training or reject the Training in accordance with the procedures of Section 9.5.1 or 9.5.2, whichever is applicable, except that the evaluation period for the Administrator Training shall be [thirty (30)] days following completion of the additional Administrator Training with respect to a Module, and [sixty (60)] days following completion of the additional Administrator Training with respect to the System as a whole. If the Administrator Training and/or User Training is again rejected, the parties shall again follow the procedures of this Section 9.5.3, unless County, in its discretion, declares an event of default.

ARTICLE 10
RIGHTS IN SOFTWARE AND OTHER WORK PRODUCT

10.1 License to Custom Software and Contractor Software. Contractor hereby grants to County and County Personnel an irrevocable, perpetual, non-exclusive, royalty-free, right and license to (i) use, copy, modify and create derivative works of the Custom Software and Contractor Software (in all forms including but not limited to source code, object code and executable forms) and Documentation developed by Contractor or any Subcontractor, in performing or supporting County's internal business activities; (ii) permit County-authorized individuals, groups, agencies and organizations to access and interact with the Contractor Software and Custom Software through the System's internal and external interfaces, including without limitation, delivering data to and extracting data from the System; and (iii) demonstrate and perform the Contractor Software and Custom Software for the public, including County's constituents and other governmental entities. Contractor further grants to County an irrevocable, perpetual, exclusive, royalty-free right and license to market and sublicense all of the foregoing rights in the

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Custom Software to any of the California counties identified in Exhibit A, Attachment 9. Such license grant shall become effective with respect to the Contractor Software upon the earlier to occur of (i) County's payment for such Contractor Software, or (ii) County's Acceptance of such Contractor Software. Such license grant shall become effective with respect to the Custom Software at the moment such Custom Software, or any portion thereof, is created. Contractor represents and warrants the license grant to the Custom Software and the Contractor Software is sufficient to permit County to use and enjoy the System in the manner contemplated by this Agreement and the Specifications, and is not subject to any lien or other encumbrance in favor of Contractor or any other party. Contractor represents and warrants that from and after the effective date of any license grant under this Section 10.1 Contractor either owns all right, title and interest in and to said Contractor Software and Custom Software, including all copyrights and other intellectual property rights, or Contractor has received a license thereto permitting Contractor to sublicense the Contractor Software and Custom Software to County in accordance with the requirements of this Section 10.1. At the time Contractor delivers any Contractor Software or Custom Software to County, Contractor shall inform County in writing as to the exact nature and extent Contractor's rights and interests in and to the same and shall, if requested by County, deliver evidence reasonably satisfactory to County of Contractor's having acquired such rights and interests. Contractor waives any materialmen's lien or other statutory lien arising under law in the Software or the Documentation. Without limiting the generality of Article 19, Contractor agrees that Contractor will not use any component of the Custom Software or Documentation licensed hereunder which contains confidential or proprietary information of County in delivering any goods or services to any other party.]

10.2 COTS Software License. Contractor shall obtain from the COTS software license owner, license agreement providing to County the same license Contractor provides to County in Article 10.1. Contractor represents and warrants that such license grant shall be effective upon the earlier to occur of (i) payment for the COTS Software or (ii) acceptance of the COTS Software by the County.

10.3 Source Code Availability.

10.3.1 Delivery of Source Code for Custom Software and Contractor Software. As and when Contractor shall deliver any Deliverable containing Custom Software or Contractor Software hereunder for Acceptance, and such Custom Software or Contractor Software shall have been Accepted by the County Project Manager, then, concurrently with payment by County for the Custom Software or Contractor Software, or any portion thereof, Contractor shall deliver to County the source code for such Accepted Custom Software or Contractor Software.

10.3.2 Escrow of Source Code. In addition to delivering source code to County pursuant to Section 10.3.1 above, and without limiting in any way County's rights to use and possess the source code in the manner provided by this Agreement, Contractor shall deposit source code for all Custom Software and Contractor Software into a source code escrow in accordance with this Section 10.3.2. Unless sooner requested by County Project Manager, as and when Contractor shall deliver Custom Software or Contractor Software hereunder for Acceptance, and such Software shall have been Accepted by the County Project Manager, then, concurrently with payment by County for such Software, or any portion thereof, Contractor shall deliver the source code for such Software to a source code escrow. The terms and conditions applicable to such source code escrow shall be those set forth in the Source Code Escrow Agreement, attached hereto as Exhibit A, Attachment 5, or as otherwise agreed in writing by Contractor and County. All rights and licenses granted under or pursuant to this Agreement by Contractor to County are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101(56) of the Bankruptcy Code. The parties agree that County, as a licensee of such rights under this Agreement, shall retain and may full exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Contractor under the Bankruptcy code, County shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, and Contractor or the source code escrow holder shall deliver the same to County, whether or not one or more copies thereof are already in County's possession, (i) upon any such commencement of a bankruptcy proceeding upon written request therefore by County, unless Contractor elects to continue to perform all of its obligations under this Agreement, or (ii) if not delivered under (i) above, upon the rejection of this Agreement by or on behalf of Contractor upon written request therefore by County.

10.4 Financing. Contractor acknowledges that County may finance the System Price (or portion thereof) and in connection therewith may be required to transfer title to the Hardware and/or transfer title or beneficial rights to the Software or otherwise to the entity financing the System Price. Contractor expressly consents to such financing and to such assignment of rights and delegation of duties to such third party as shall be required.

ARTICLE 11**MARKETING OF CUSTOM SOFTWARE**

Contractor shall cooperate with County in marketing the Custom Software or portions thereof to the California counties

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identified on Exhibit A, Attachment 9 in accordance with the terms and provisions of Exhibit A, Attachment 10.

ARTICLE 12
WARRANTIES

12.1 Hardware and COTS Software. At the time Contractor delivers the Detailed System Design to County, Contractor shall furnish to County full copies of all manufacturer warranties for each item of Hardware and COTS Software or third-party licensed Software to be delivered by Contractor to County hereunder, together with a copy of the license for such COTS Software or other third party Software. Effective as of the date of Acceptance of any Deliverable incorporating COTS or third-party licensed Software, Contractor assigns to County, and agrees, during the term of the manufacturer's warranties for such Hardware, COTS Software and third party Software, as applicable, to assist County in asserting the manufacturer warranties for such Hardware, COTS Software and/or third party Software delivered by Contractor to County hereunder.

12.2 Custom Software and Contractor Software. Contractor warrants and represents that the Custom Software and Contractor Software will perform in accordance with the requirements of this Agreement and the Specifications from the date of Acceptance thereof until the expiration of [one (1)] year from the date all Training with respect to the System is accepted by County.

12.3 Modules and System. Contractor warrants and represents that each of the Modules and the System shall perform in accordance with the requirements of this Agreement and the Specifications, including but not limited to compliance with the County Information Technology Standards <http://sdcounty.ca.gov/cto>, from the date of Acceptance thereof through the expiration of [one (1)] year from the date all Training with respect to the System is Accepted by County. Without limiting the generality of the foregoing and in addition to the foregoing, Contractor warrants the following:

12.3.1 Capacity of System. Contractor warrants and represents that the capacity of each Module and the System will be such that it will satisfy one hundred percent (100%) of the capacity demands of County, in accordance with the Specifications, from the date of Acceptance thereof through the expiration of [seven (7)] years from the date all Training with respect to the System is Accepted by County.

12.3.2 System Security. From the date of Acceptance of any Module or the System through the expiration of [one (1)] year from the date all Training with respect to the System is Accepted by County, Contractor warrants and represents that security shall be in place to prevent unauthorized access and all elements of Module and System security will perform in accordance with the Specifications.

12.4 Training. From the date of Acceptance of any Training through the expiration of [one(1)] year following Acceptance of all Training with respect to the System, Contractor warrants and represents that the Administrator Trainees will be adequately Trained to be able to properly and efficiently Operate and Maintain each Module and the System without support from Contractor, any third party, or any other County Personnel.

12.5 Compliance with Laws, Regulations and Policies. Contractor warrants and represents that it shall at all times in the performance of its obligations hereunder comply with all applicable laws and regulations, as well as any and all applicable County standards, policies and regulations including all information technology policies applicable to County's current outsourcing service providers.

12.6 Exclusions. Contractor shall not be liable for breach of warranty under this Section 12.6:

12.6.1 to the extent that any modification to an Automated Deliverable made by County, after the date of Cut-Over for the System, was the direct cause of the Defect; and/or

12.6.2 where the Defect is solely and directly attributable to County's misuse of an Automated Deliverable.

UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE WARRANTIES SET FORTH IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12.7 Remedies for Breach of Warranty. Contractor shall, at no cost to County, remedy all Defects and failures of any Deliverable or Services to conform to a warranty so that the System, Modules, Training, Services and Deliverables and all components thereof conform to and meet all requirements of the Specifications, and otherwise conform with the warranty. County shall make a claim for breach of warranty by providing written notice thereof to Contractor during the applicable warranty period. If a claim for breach of warranty is made prior to expiration of the applicable warranty period, Contractor shall complete the remedy of the Defect or failure even if the work required to complete the remedy extends beyond the expiration of the applicable warranty period. In addition to its other warranty obligations, Contractor agrees to provide at

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Contractor's expense support (including telephone and on-site support) in the event of any warranty nonconformance until the nonconformance has been remedied. Contractor will be responsible for diagnosing the cause of the warranty nonconformance and either correcting such nonconformance itself or, in the case of a breach of the warranties described in Section 12.1 above, arranging for the correction of such nonconformance by the appropriate third party supplier or subcontractor whose Hardware or Software is incorporated into the System, at no charge to County.

12.8 Interpretation. County may enforce any or all of the warranties set forth in this Agreement, and no warranty shall be interpreted as limiting the scope or effect of any other warranty.

ARTICLE 13
CHANGES

13.1 Change Order. Either party may at any time, by written request, propose a change in Implementation Plan or Specifications. Such written request shall be in the form of the Change Order attached as Exhibit A, Attachment 4. Any such requested Change Order shall be subject to the Change Order process more particularly described in this Article 13. Failure to agree in accordance with the Change Order process is a Dispute subject to the procedure described in Article 21.

13.2 Change Order Requests.

13.2.1 County may submit to Contractor a Change Order request from time to time during the term of this Agreement. Not more than [ten (10)] Business Days after County delivers such Change Order request, Contractor shall complete and return to County a proposed Change Order, that shall contain a written rough order of magnitude ("ROM") estimate of the cost, if any, of such requested Change, and any impact on the Project Schedule or resource requirements applicable thereto. In the event County decides, based on the proposed Change Order and ROM cost estimate, to initiate the changes set forth in such Change Order, Contractor shall use its best efforts to, within [five (5)] Business Days following Contractor's receipt of notice to pursue such Change Order, deliver to County a proposed Change Order, including the actual cost of the Change of the proposed Change Order; provided, however, that where Contractor fails to deliver to County such proposed Change Order within [five (5)] Business Days, County shall not, under any circumstances, be obligated to pay Contractor for Contractor's time and materials expended in preparing the ROM. County's Project Manager may not approve any Change or agree to any price adjustment in this Agreement; such approval and agreement may only be accomplished by a formal amendment of this Agreement, or by County's Director of Purchasing and Contracting executing a Change Order. If County approves the Change Order in accordance with the foregoing, evidenced by the execution of the applicable Change Order by County's Director of Purchasing and Contracting, Contractor shall perform the work as described in such Change Order and any adjustment to the System Price approved in the final Change Order shall become effective. Except as otherwise expressly provided above, in the event the formal Change Order sets forth an actual cost which was within ten percent (10%) of the ROM cost estimate but County nevertheless elects to not proceed with the Change Order, then County shall pay to Contractor, net thirty (30) days from County's receipt of an invoice from Contractor, an amount equal to Contractor's reasonable time and materials at the rates set forth in Exhibit A, Attachment 6 expended to prepare the ROM. If the formal Change Order set forth an actual cost that was more than ten percent (10%) above the ROM cost estimate, then County shall not be obligated to pay for the preparation of the ROM.

13.2.2 Contractor may initiate a Change Order request by advising County in writing that in Contractor's opinion a Change is necessary. If County agrees to consider the requested Change, then County shall request Contractor to submit a Change Order request, and the process shall be handled as described in the subparagraph above; provided, however that in the event Contractor has initiated the Change Order request, Contractor shall not, in any case, be reimbursed for any preparation charges. Thereafter the Change Order shall be handled as if initiated by County in accordance with the foregoing procedure.

13.2.3 To the extent a requested Change Order has interdependencies with other aspects of the Project, Contractor shall, concurrently with the submission of the Change Order request, propose corresponding changes to the Implementation Plan and/or Specifications as may be necessary to address any effects on other aspects of the Project caused by such requested Change Order. Such interdependencies may include, without limitation, impacts on the Project Schedule, Training, documentation, System performance, data conversion, functionality or other aspects of the Project. If any subsequent Deliverable or task will be impacted by the requested Change Order, Contractor shall so notify County's Project Manager in writing and shall not proceed with the work on the subsequent Deliverable or task until the requested Change Order under review is disapproved or approved by County.

13.3 Effect of Change Orders. County assumes no obligation to pay for Changes performed without prior written approval in accordance with this Article 13 nor does County assume any obligation to approve any proposed Change. If any Change

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Order provides for payment to Contractor at a time other than as specified in the existing Implementation Plan then, as a condition to any such payment, the invoices for such work must be submitted to County within thirty (30) days of performance of such work and payment shall otherwise be made in accordance with the provisions of such Change Order. All terms of this Agreement shall apply to any approved Change Order. No Change made pursuant to this Section shall result in any delay in a Milestone date unless expressly set forth in the Change Order.

13.4 Change Order Process Exclusive. No adjustment to the System Price shall be allowed, whether equitable or otherwise, nor cost submitted to County in connection with any Change, except in accordance with the procedure described in this Article 13. Except as provided in this Article 13 no course of conduct between the parties, nor express or implied acceptance of any Change, and no claim that County has been unjustly enriched by any alteration or addition to the scope of work for the Project shall be the basis of any claim for an increase in the System Price, or a change in the Specifications or the Implementation Plan.

ARTICLE 14
PROGRAM MANAGEMENT

14.1 Independent Contractors. The parties are each independent contractors and neither party shall be nor represent itself to be, an agent, a partner or party of any nature authorized or empowered to act on the behalf of the other party. Neither party is granted any right or authority to bind the other party on any matter whatsoever, including but not limited to the right or authority to obligate the other party to enter a transaction at any time with any third party. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or subcontractors, to support any such person's or entity's claim against Contractor or other parties, or to defend Contractor against any such claim. Contractor shall indemnify, defend and save the County harmless from any claim made by any of Contractor's agents, employees or subcontractors against County relating to the Project.

14.2 Acceptance by County of Contractor Employees and Subcontractors. Contractor shall furnish to County in writing the name and County-required identifying information of each employee of the Contractor and each Subcontractor (collectively, "Contractor Personnel") proposed for any portion of the Project not less than [thirty (30)] Business Days prior to any such Contractor Personnel commencing work on the Project. County shall have [twenty (20)] Business Days from receipt, after due investigation, to object to any such proposed Contractor Personnel. If County objects to any Contractor Personnel, Contractor shall not utilize such Contractor Personnel in connection with this Agreement and shall submit a substitute to whom County has no objection, subject to the same approval process described in this Section.

14.2.1 At Contractor's Request and at the County Project Manager's discretion, the County may issue County identification cards to Contractor Personnel. If issued, the following shall apply:

14.2.2 County identification cards are to be worn by the individual named on the card at all times while in County facilities.

14.2.3 Identification cards will remain the property of the County and are returnable upon demand by the County or upon expiration of this Agreement.

14.2.4 Contractor assumes all responsibility for the use of and the return of the County identification cards by Contractor Personnel. Contractor will be assessed standard charges for each card lost or not returned when requested.

14.2.5 Contractor shall replace any Contractor Personnel working on the Project that the County notifies Contractor are not performing in a satisfactory manner.

14.3 Project Managers and Key Employees. Contractor's Project Manager and the other Contractor employees identified as "key" on Exhibit A, Attachment 8 shall work on the Project full-time until it is completed or terminated. Contractor shall only replace its Project Manager and/or its key employees with individuals who have comparable or superior skill sets to those of the individual being replaced, and shall not change or reassign Project Manager and/or key employees without the approval of County Program Manager, which shall not be unreasonably withheld. Contractor's Project Manager is identified in Section 1.40 and on Exhibit A, Attachment 8. In addition, certain other key Contractor Personnel, and their qualifications, are identified on Exhibit A, Attachment 8. Contractor agrees, in making staffing decisions for the Project, that it will use its best efforts to commit key employees to the Project who are able to work on the Project for its duration, in accordance with the terms herein.

14.4 Subcontractors. Any part of the Project performed for Contractor by a Subcontractor shall be pursuant to a written Subcontract between Contractor and such Subcontractor. Each such Subcontract shall provide the following for the express benefit of County:

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14.4.1 Require any Subcontractor who has access to confidential information of County to keep said information confidential in accordance with Article 19 and require that each such Subcontractor sign the Confidentiality Agreement attached hereto as Exhibit A, Attachment 7.

14.4.2 Provide that at County's election such Subcontract will be deemed assigned by Contractor to County, provided that such assignment shall be effective only upon (i) termination of this Agreement for Contractor default, and (ii) and notification in writing by County. Unless a Subcontract is assigned in accordance with the provisions of Section 14.4.2, no contractual relationship shall exist between County and any Subcontractor. Contractor shall be responsible for the management of any and all of its Subcontractors in connection with the Project.

14.4.3 Require that the portion of the Project assigned to such Subcontractor be performed in accordance with the requirements of this Agreement and, to the extent applicable, include provisions of this Agreement in such Subcontract. Contractor shall specifically include the provisions pertaining to termination contained in Article 18 in each such Subcontract, to the end that Contractor and its assignees shall have the rights therein set forth with respect to each Subcontractor.

14.4.4 Require the Subcontractor to carry and maintain general liability and other types of insurance in accordance with Section 22.2.

14.4.5 Require the Subcontractor to provide a license to any Custom Software developed by Subcontractor to County, or to Contractor with a right to sublicense to County, containing all the rights and privileges, and meeting all the requirements of Section 10.1.

14.5 User Training. Contractor shall develop and implement User training for the Modules and the System. If the Contractor wishes to use a subcontractor for this effort, the County shall have the right to consent to such subcontracting prior to the Contractor issuing a subcontract. Said Subcontractor's personnel, together with certain County Personnel designated by County (collectively, the "User Training Team") shall participate in the Design phases of the Project as may be necessary to allow the User Training Team to gain a good understanding of the design, functionality and use of the Modules and the System. Among other things, the User Training Team shall have access to test systems in order to map workflow as well as copy system screens, outputs, and other materials and information needed to produce documentation necessary for User training.

14.6 Employment Laws. In performing its duties under this Agreement, Contractor shall comply fully with all applicable federal, state or local employment laws and regulations. All Contractor Personnel shall be considered solely Contractor's employees or contractors and Contractor shall be responsible for compliance with all laws, rules and regulations, including those relating to employment of labor, hours of labor, working conditions and payment of taxes such as unemployment, social security and other payroll taxes, including applicable contributions from such person when required by law.

14.7 Drug and Alcohol Policy. In accordance with Board of Supervisors Policy C-25, no Contractor Personnel, while performing services for County on County facilities or using County equipment, shall be in any way impaired because of being under the influence of alcohol or a drug, shall possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug or shall sell, offer, or provide alcohol or a drug to another person.

14.8 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000e, as amended by the Equal Employment Opportunity Act of March 24, 1972, Public Law No. 92-261) in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions or privileges or employment; nor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities nor otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition or marital status.

14.9 Affirmative Action Program For Handicapped Persons. Contractor shall comply with the Affirmative Action Program for Handicapped Persons applicable to County as set forth in Article III.k (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated in this Agreement by this reference. A copy of this Affirmative Action Program will be furnished upon request from the Clerk of the Board of Supervisors Office, 1600 Pacific Highway, San Diego, California 92101. Contractor acknowledges that the County, as a matter of policy, encourages the participation of disabled veterans business enterprises in its contracts.

ARTICLE 15
CONFLICTS OF INTEREST

15.1 Compliance with County Administrative Code Section 67. Contractor shall comply with Section 67 of County Administrative Code, that stipulates that County shall not contract with, and shall reject any bid or proposal submitted by the

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person or entities specified below, unless the Board of Supervisors finds that special circumstances exist that justify the approval of such contract:

15.1.1 Persons employed by County or by public agencies for which the Board of Supervisors is the governing body.

15.1.2 Profit-making firms or businesses in which employees described in sub-section (a) serve as officers, principals, partners, or major shareholders.

15.1.3 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 this Agreement, and (2) participated in any way in developing this Agreement.

15.1.4 Profit-making firms or businesses in which the former employees described in sub-section (c) serve as officers, principals, partners or major stockholders.

15.2 Conduct of Contractor.

15.2.1 Contractor agrees to inform County of all its interests, if any, which are or which Contractor believes to be incompatible with any interests of County.

15.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

15.2.3 Contractor shall not use for personal gain or make other improper use of privileged information that is acquired in connection with his employment. In this connection, the term "privileged information" includes unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

15.2.4 Contractor shall not offer, directly or indirectly, gifts, gratuities, favors, or entertainment to County or employees thereof.

ARTICLE 16
PRICING AND PAYMENT

The Payment Schedule is in Exhibit C and the compensation is in Article 27. The County is precluded from making payments prior to receipt of services (advance payments).

16.1 Prices. Subject only to the Change Control process under Article 13, Contractor shall perform all of its obligations hereunder and shall provide all Hardware, Software, Deliverables and Services in accordance with the Implementation Plan, Specifications and this Agreement for a fixed price, pursuant to Article 27 and Exhibit C (the "System Price").

16.2 Most Favored Customer. During the term of this Agreement, Contractor agrees that it shall not sell or offer to sell hardware, software or services to any other customer in the United States at prices lower than those required to be paid by County hereunder. If during the term of this Agreement Contractor makes an offer to provide hardware, software or services to another customer at a price lower than the price to be paid by County, Contractor shall within [ten (10) days] of making such offer notify County of same, and extend the lower price to County hereunder, or, if payment has already been made by the County, refund to the County the amount by which the price offered to the other customer is less than the price paid by County.

16.3 Invoices.

16.3.1 Contractor shall submit an invoice to County, not earlier than Contractor's receipt of the applicable Acceptance Certificate, invoicing the County in an amount equal to the allocated portion of the System Price reflected in the column entitled "Payment" set forth on Exhibit A, Attachment 1, on account of such Deliverable or Training Accepted by County for which Deliverable or Training a payment is specified on the System Requirements. Original invoices must be submitted to:

Sabrena Marshall
Manager of Mental Health Services Administrative Support Unit
Mental Health Services, Administration
3255 Camino del Rio So.
San Diego, CA 92108

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16.3.4 Payment shall be net 30 days from receipt and approval of invoice unless otherwise stated and will be conveyed to Contractor via check or electronic funds transfer.

16.4 Payment Terms.

16.4.1 No payment shall be required hereunder for any particular Deliverable or Training unless and until County shall have accepted such Deliverable or Training.

16.4.2 Payments are compensation in full for the developments, construction, installation and all other Services and Deliverables described herein, including all expenses incurred by Contractor related thereto, payable under the terms and conditions and at the times more particularly described in the Implementation Plan. Except as may be agreed pursuant to the Change Control process under Article 13, County shall have no obligation to pay more than the System Price described in this Article, and Contractor will be responsible for all costs incurred in connection with the Project. Notwithstanding anything to the contrary set forth herein, County shall have no obligation to make the final payment hereunder until all Deliverables, Training, Documentation and Services required of Contractor shall have been performed, delivered and Accepted by County, and Cut-Over for the System as a whole shall have occurred.

16.5 Taxes. County will pay applicable sales or use taxes imposed by any governmental authority with respect to any goods delivered under this Agreement. Contractor agrees to invoice County, as a separate line item, for such taxes.

16.6 Permits, Notices, Fees, and Laws. Contractor shall, at Contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the performance of the Project and to the preservation of the public health and safety.

16.7 Disallowance. In the event Contractor receives payment under this Agreement that is later disallowed by County, Contractor shall promptly refund the disallowed amount to County on request, unless Contractor elects to invoke the dispute resolution procedure in Article 21, in which case such refund shall be made by Contractor to County at the conclusion of the Dispute. In addition, at its option, County may offset the amount disallowed from any payment due to Contractor under any contract it may have with County.

16.8 Availability of Funding. County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of County shall arise for payment beyond June 30 of any calendar year unless funds are made available for such performance. County agrees to make an appropriate request for funds for this Project. County shall endeavor to notify Contractor sixty (60) days prior to June 30 of each year, during the term of this Agreement if it determines that funding for the next fiscal year is not available. In the event this Agreement is terminated due to non-availability of funding, the provisions of Section 18.4 will apply.

16.9 Transportation of Equipment. All shipments to and from the County's facilities shall be made at Contractor's risk and expense. The Contractor shall make all arrangements for transportation such shipments.

ARTICLE 17
SUPPORT SERVICES

Contractor shall provide to County the support services ("Support Services") described in this Article 17.

17.1 Commercially Available Updates. In addition to the warranty support services set forth in Article 12, prior to and for a period of [one (1)] year following Acceptance of Training with respect to the System, Contractor shall provide Updates to County as and when they become commercially available, at no additional charge to County. As used herein, "Updates" means any defect corrections, updates, enhancements and changes to COTS Software. Contractor agrees to incorporate any such Update into the Software within [ninety (90)] days of release of the Update, unless otherwise directed by County. Contractor, at no additional charge to County, shall make any enhancements or modifications to such Updates required in order to ensure that the Software, after any such update is installed, will continue to meet the Specifications.

17.2 Enhancements to Software. In addition to Updates, prior to and for a period of [three (3)] years following Acceptance of Training with respect to the System, Contractor shall provide County, free of charge, all enhancements to Contractor Software or the Custom Software that Contractor (or any Subcontractor) is making available to other customers. County shall not be required to adopt any such enhancements in its System. As and when any such enhancements are developed, Contractor shall notify County in writing of the existence of such enhancement and provide County with a description of the impact the enhancement will have on County's System in order to enable County to determine whether it desires to have Contractor install such enhancement(s). At County's election Contractor shall install such enhancements without additional charge to the County. Upon installation of any such enhancement on the System, the System as enhanced shall be subject to testing as mutually agreed by Contractor and County in accordance with the requirements of this Agreement or as otherwise may be

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agreed by Contractor and County. The Software, after the installation of any such enhancements, shall continue to meet the Specifications.

17.3 County-Requested Enhancements. From time to time during the term of the Support Services, County may, in its discretion, request that Contractor develop certain enhancements to the Software desired by the County for the System. Contractor agrees to develop and install such County-requested enhancements, pursuant to the terms and conditions of this Agreement, including Exhibit A, Attachment 6.

17.4 Support Services. Contractor shall make available to County for a minimum period of [three (3)] years following expiration of the warranties set forth in Article 12 and any additional support services for the System pursuant to the terms and conditions of this Agreement and Exhibit A, Attachment 6.

ARTICLE 18
TERM AND TERMINATION

18.1 Term. This Agreement will be effective on the Effective Date and shall continue, until the expiration of the warranty period for the System or the expiration of the Support Services whichever is later, pursuant to Article 26.

18.2 Events of Default. The following events shall constitute events of default hereunder:

18.2.1 The occurrence of any event which this Agreement expressly provides constitutes a breach or event of default;

18.2.2 The failure of County to make any payment when due and County's failure to cure such non-payment prior to the expiration of [forty-five (45)] Business Days from receipt of notice of non-payment from Contractor;

18.2.3 The failure of Contractor (i) to make satisfactory progress in accordance with the terms of the Implementation Plan, (ii) to deliver any Deliverables or Training within the time specified herein, in conformance to Specifications, requirements set forth in the System Requirements, the Implementation Plan and in this Agreement, or (iii) to make payment to vendors or Subcontractors for materials or labor.

18.2.4 The failure of County or Contractor to comply with any other material term or condition of this Agreement, the Implementation Plan, any document referenced herein or any Exhibit attached hereto and County or Contractor's failure to cure such non-compliance prior to the expiration of [thirty (30)] Business Days from written notice thereof, specifying the nature of such default;

18.2.5 The dissolution, liquidation insolvency or bankruptcy of a party (including without limitation the institution of any proceeding by or against a party under the provisions of any insolvency or bankruptcy law);

18.2.6 The appointment of a receiver of any of the assets or property of a party; or

18.2.7 The issuance of an order for an execution on a material portion of the property of a party pursuant to a judgment.

18.3 Remedies in Event of Default.

18.3.1 In the event of default by a party, the non-defaulting party shall be entitled to seek any remedy to which it is entitled at law or in equity, subject to the provisions and limitations of this Agreement.

18.3.2 Neither party shall be entitled to exercise any remedy otherwise available to it at law or in equity by reason of the occurrence of an event of default and the expiration of any applicable period of time for cure, if any, unless and until such party shall have provided the other party with notice of such event of default, reasonably specifying the nature of the default, and any applicable period of time for cure thereof shall have expired, and the procedures defined in Article 21, if applicable, shall have been first exhausted.

18.3.3 Upon the occurrence of an event of default by Contractor hereunder, the County Project Manager may request delivery of the developed-to-date source code for the Custom Software. Contractor shall deliver such source code and related Documentation for such source code not more than [ten (10)] Business Days from such request whether or not the parties have instituted or exhausted the procedures defined in Article 21. The Contractor Source Code shall be delivered on such medium as County may reasonably require.

18.4 Termination for Convenience. County may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. In the event of such termination for convenience, County shall pay Contractor as full compensation for its performance until such termination:

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18.4.1 The allocated portion of the System Price reflected in the column entitled "Payment" on account of each Deliverable and any Training Accepted by County prior to the effective date of such termination, for which Deliverable or Training a payment is specified on the System Requirements, and upon such payment County shall own such Deliverable or have the license rights described in Article 10.

18.4.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by Contractor, as approved by County, with respect to work performed by Contractor (for which Contractor is not yet paid) on the undelivered or unaccepted portion of the Deliverables or Training, provided compensation hereunder shall in no event exceed the System Price; provided, however, that in no event shall the County be liable for any loss of profits on the remaining portion thereof so terminated.

18.5 Effect of Termination. Subject to the limitations set forth in Article 23, the rights and remedies of County and Contractor provided in this Agreement for breach under Section 18.2 and Section 18.3 shall not be exclusive and are in addition to any other rights and remedies provided under law, at equity or under resulting order. The rights and remedies of Contractor provided in this Agreement by reason of termination for convenience under Section 18.4 are exclusive and in lieu of any other rights and remedies provided under law, at equity or under resulting order.

18.7 Suspension of Work.

18.7.1 The County, through its County Purchasing and Contracting officer may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Project for such period of time as he or she may determine to be appropriate for the convenience of the County.

18.7.2 If the performance of all or any part of this Project is, for any period of time, suspended, delayed or interrupted by an act of the County in violation of this Agreement, or by its failure to act within the time specified in this Agreement, an adjustment shall be made in the schedule for Contractor's performance and in the System Price for any increase in the cost of performance of this Agreement (excluding profit) necessarily caused by such suspension, delay or interruption and the Agreement shall be modified in writing according to the Change process set forth in Article 13. However, no adjustment shall be made under this clause for any suspension, delay or interruption (i) if performance would have been so suspended, delayed or interrupted by any cause other than County's violation of this Agreement, (ii) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement, or (iii) for any period of delay or extension permitted pursuant to any provision of this Agreement including Section 5.7. No claim under this Section 18.7.2 shall be allowed unless the claim, in an amount stated, is asserted in writing within [ten (10)] days following commencement of such suspension, delay or interruption.

ARTICLE 19
CONFIDENTIALITY

19.1 Definition of Confidential Information. All information and documents disclosed by either party in the course of this Agreement which are clearly marked confidential or proprietary by the disclosing party shall be deemed to be "confidential information" of the disclosing party. In addition, all County data, information concerning individual constituents, information relating to County business processes, and all County reports, files, memoranda, correspondence and working papers shall be considered "confidential information" of County, whether or not the same are marked confidential or proprietary. Without limiting the generality of the foregoing, any reports, information, data, or other information given to or prepared or assembled by Contractor under this Agreement shall be kept confidential and shall not be made available to any third party by Contractor without the prior written approval of County.

19.2 Treatment of Confidential Information. Each party agrees to protect the other party's confidential information in the same manner as such party protects its own confidential information, but in no case with less than reasonable care. Each party agrees that it will use the confidential information of the other party only for the purposes of this Agreement and that it will not disclose or release any such information to third parties with the exception of its employees or Subcontractors who require access to such confidential information for purposes of carrying out such party's obligations in connection with the Project and who have agreed in writing either as a condition to employment or in order to obtain the confidential information, to be bound by terms and conditions substantially similar to those set forth in this paragraph. Each party agrees to promptly provide copies of such executed agreements to the other party upon such other party's reasonable request.

19.3 No Other Confidential Information. Neither party shall have any obligation under this Article 19 for information that has been or is: (i) developed by the receiving party independently (and not under the terms of this Agreement) and without the benefit of information disclosed hereunder by the disclosing party; (ii) lawfully obtained by the receiving party from a third

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party without restrictions; (iii) publicly available without breach of this Agreement; (iv) disclosed without restriction by the disclosing party to a third party; or (v) known to the receiving party prior to its receipt from the disclosing party.

ARTICLE 20
INTELLECTUAL PROPERTY

20.1 Patent and Copyright Infringement. Contractor shall report to County, promptly and in reasonable written detail, any actual or alleged patent, copyright or other intellectual property infringement of which Contractor has knowledge which could adversely impact the County's rights, including but not limited to County's rights to use the System or any portion thereof in the manner and to the full extent contemplated by this Agreement.

20.2 Intellectual Property Indemnification. Contractor shall defend with counsel satisfactory to County, indemnify, and hold County harmless, at Contractor's expense, against any claim, suit, proceeding, demand, liability, loss, damage or expense (including attorneys' fees) arising from or relating to a claim that the Software or any portion of the System (other than the COTS Software) infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. If any portion of any Deliverable, the Services, the Software or County's use of the System (excluding COTS Software) is, or in Contractor's or County's opinion likely to be, held to infringe the rights of any third party, Contractor shall at its expense and option either (i) procure the right for County to use it free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

20.3 Intellectual Property Indemnification for COTS Software. The intellectual property indemnification for COTS Software shall be the indemnification provided by the licensor of such COTS Software. Contractor shall reasonably cooperate with County in enforcing any such indemnification.

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ARTICLE 21
DISPUTE RESOLUTION

21.1 Internal Resolution

21.1.1 Dispute. Except as expressly provided otherwise in this Agreement, including without limitation, Section 21.2, if in the opinion of either party (the "Delivering Party") the other party (the "Receiving Party") has failed to comply with the requirements of this Agreement or if a dispute arises over the interpretation of this Agreement (collectively, a "Dispute"), then the dispute resolution procedures of this Article 21 shall be invoked. Contractor acknowledges the critical and time-sensitive nature of the Project and the Services rendered by Contractor hereunder to the continued viability of County business, and therefore agrees that Contractor must exhaust this dispute resolution procedure prior to Contractor availing itself of any remedies against County including but not limited to termination of this Agreement, and may suspend work only as and when expressly permitted by this Agreement. Without limiting the generality of the foregoing, the parties are prohibited from suspending performance due to a Dispute until the dispute resolution procedures of this Section 21.1 have been exhausted except that County may withhold payment attributable to any Deliverable or Service which is the subject of the pending Dispute.

21.1.2 Notification. In the event of a Dispute, the "Delivering Party" shall notify the "Receiving Party" in writing of the Dispute, specifying the nature of the Dispute in reasonable detail (the "Dispute Notice"), together with relevant supporting facts.

21.1.3 Project Manager Meeting. Within [ten (10)] Business Days after delivery of the Dispute Notice, the Project Managers of the parties will meet in person to endeavor to resolve the Dispute. The Project Managers shall meet as often as reasonably necessary and shall gather and furnish to the other party all relevant information reasonably necessary and appropriate to resolve the Dispute.

21.1.4 First Escalation. If [ten (10)] Business Days have passed and Project Managers are unable to resolve the Dispute, the parties will escalate resolution of the Dispute to County's Contracting Officer and to Contractor's Contracts Administrator. They shall meet and will have [ten (10)] Business Days to resolve the Dispute.

21.1.5 Second Escalation. If County's Contracting Officer and Contractor's Contracts Administrator are unable to resolve the Dispute within the foregoing period, the matter will be escalated to the County's Chief Technology Officer and Contractor's Chief Executive Officer for resolution. If these efforts are unsuccessful, either party may institute the referee proceedings set forth in Section 21.2.

21.2 Referee Proceedings.

If the parties are unable to resolve a Dispute pursuant to Section 21.1, either party may institute referee proceedings pursuant to this Section 21.2.

21.2.1 Demand for Referee Proceedings. Either party shall have the right to institute referee proceedings by making written demand on the other party, stating the intent to institute referee proceedings. Each party shall promptly select a referee meeting the qualifications more particularly described in Section 21.2.3 below within [ten (10)] Business Days from delivery by the party of the demand for referee proceedings. If either party fails to respond within such [ten (10)] day period, the referee proceedings shall nevertheless proceed with the final referee being selected by the single referee selected by the one party responding.

21.2.2 Location. The location of the referee proceedings shall be San Diego, California.

21.2.3 Selection of Referees. The referee proceedings shall be conducted by one (1) neutral referee who is independent and disinterested with respect to the parties, this Agreement, and the outcome of the referee proceedings. The referee must have experience as a referee, judge or arbitrator. Each party shall designate in writing the name of a single qualified referee, and the two (2) referees so designated shall pick a third qualified referee, on or before the expiration of [ten (10)] Business Days from the appointment of the first two (2) referees, which third referee shall be the sole referee hereunder. If the two referees chosen by the parties cannot agree upon a third qualified referee, the parties shall apply to JAMS to select an independent referee, and the independent referee so selected shall be the sole referee.

21.2.4 Discovery. Unless the parties mutually agree in writing to some additional and specific pre-hearing discovery, the only pre-hearing discovery shall be reasonably limited production of relevant documents and the identification of witnesses to be called at the hearing, which identification shall give the witness name, general qualifications and position, and a brief statement as to the general scope of the testimony to be given by the witness. The referee shall be entitled to impose any requirements he or she desires to control and manage the referee proceeding.

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21.2.5 Management of Proceeding. Prompt resolution of the Dispute is important to both parties, and the parties agree that the referee proceedings shall be conducted expeditiously. The referee is instructed and directed to assume management initiative and control over the referee proceeding, in order to complete the proceeding as expeditiously as is reasonably practical for obtaining a just resolution of the Dispute and in any event on or before the expiration of [thirty (30)] Business Days from the date the sole referee is selected.

21.2.6 Findings. It is the preference of the parties that the primary focus of the referee proceedings shall be the resolution of the Dispute such that after such resolution this Agreement will remain in force and effect. Nevertheless, the referee shall have the power to make such findings and recommendations as he or she deems appropriate in light of the testimony, including without limitation a finding of facts indicating an event of default which would give rise to the right of a party to terminate this Agreement. The role of the referee is to recommend resolution of the Dispute as well as to make findings of fact with respect to the Dispute. The findings of facts by the Referee shall be considered by any arbitrator or finder of fact in any subsequent arbitration or litigation, but are not binding upon any arbitrator or finder of fact.

21.2.7 Expenses. The expenses of the referee proceeding, including the referee's fees, shall be split evenly between the parties, as and when billed by the referee.

21.3 Formal Dispute Resolution. If, after exhaustion of the procedures set forth in Sections 21.1 and 21.2 the parties still have not resolved a Dispute, then at any time after the expiration of the [thirty (30)] Business Day period set forth in Section 21.2.5, either party may commence litigation or, subject to agreement of the other party, binding arbitration proceedings.

21.4 Arbitration.

21.4.1 Notice of Demand for Arbitration. If the parties agree to arbitrate a Dispute, a Notice of Demand for Arbitration shall be delivered in writing by either party to the other party and JAMS, or with another mutually-acceptable dispute resolution entity which utilizes retired judges as arbitrators; provided, however, that nothing herein shall be construed to allow such arbitration proceeding to take place after the date when institution of legal or equitable proceedings based on the Dispute would be barred by the applicable statute of limitations. The arbitrator's fee necessary to initiate the arbitration shall be remitted in equal portions by County and Contractor, however, the costs of arbitration shall ultimately be borne as determined by the arbitrator under the rules described in Section 21.4.2 below. Unless otherwise directed by County, Contractor shall proceed diligently with performance of the Agreement pending final resolution of any arbitration.

21.4.2 Arbitration Procedures. Any arbitration agreed to by the parties shall be administered by JAMS or by another agreed dispute resolution entity that utilizes retired judges as arbitrators. Any such arbitration shall be conducted in accordance with Section 10230.2 et. seq. of the California Public Contract Code, and the then existing Rules of Practice and Procedure of JAMS. In the event of any conflict between Public Contract Code arbitration procedures and JAMS' arbitration procedures, the Public Contract Code arbitration procedures shall control. The following additional modifications shall be made to the aforementioned procedures:

21.4.3 Discovery shall be allowed in any such arbitration to the extent provided in California Code of Civil Procedures Sections 1283.05 and 1283.1; however, each party to the arbitration shall be entitled to take no more than two (2) depositions for discovery purposes in any arbitration proceeding.

21.4.4 Any sureties of the Contractor shall be bound by any arbitration award and may join in any arbitration proceeding.

21.4.5 Upon motion of either party, any arbitration arising out of or relating to this Agreement may include by consolidation or, in any other manner, any other parties whose interest or responsibility may be material to the dispute between the County and the Contractor, or any other action involving common questions of law or fact, whose presence is required if complete relief is to be accorded in arbitration. The impossibility of such joinder, however, shall not invalidate the results of any arbitration conducted pursuant hereto.

21.4.6 Limitation of Arbitration. Consent by both parties to submit one Dispute to arbitration shall not be deemed to be consent by both parties to submit any other Dispute to arbitration, unless the parties specifically so agree in writing, or unless joinder of another Dispute is required to allow complete relief to be accorded in arbitration, as provided above. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered thereupon in accordance with applicable law in any court having jurisdiction thereof. The parties shall abide by the determination of the arbitrator with respect to any dispute hereunder and with respect to payment of the costs, including but not limited to attorneys' fees, of arbitration.

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21.4.7 Remedies. It is the preference of the parties that the primary focus of the arbitration shall be the resolution of the Dispute brought before the arbitrator, such that before and after such resolution this Agreement will continue in force and effect. Notwithstanding the foregoing, the arbitrator may grant any legal or equitable remedy or relief that the arbitrator deems just and equitable, including without limitation termination of the Agreement, injunctive relief and provisional remedies, to the same extent that remedies or relief could be granted by a state or federal court, subject to the limitations set forth in this Agreement.

21.4.8 Expenses. The expenses of the arbitration, including the arbitrator's fees, expert witness fees, and attorneys' fees, may be awarded to the prevailing party, in the discretion of the arbitrator, or may be apportioned between the parties in any manner deemed appropriate by the arbitrator. Unless and until the arbitrator decides that one party is to pay for all (or a share) of such expenses, both parties shall share equally in the payment of the arbitrator's fees as and when billed by the arbitrator.

21.5 Injunctive Relief. The parties acknowledge that violation by one party of the provisions contained in Articles 10, 15, 19 and 20 would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that temporary and permanent injunctive relief would be an appropriate remedy to prevent any actual or threatened violation of such provision or to enforce such provisions according to their terms, and such injunctive relief may be sought by either party without first exhausting the dispute resolution procedures described in the preceding Sections 21.1 through 21.4. Any party substantially prevailing in any action for injunctive relief under this Section 21.5 shall be entitled to recover its costs of enforcement, including reasonable attorneys' fees.

ARTICLE 22
GENERAL INDEMNITY AND INSURANCE

22.1 General Indemnity. County shall not be liable for, and Contractor shall defend, indemnify and hold County harmless from, any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to the work performed in connection with this Agreement, arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Subcontractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County or its agents, employees, or County Personnel.

22.2 Insurance. Without limiting Contractor's indemnification obligations to County, Contractor shall provide and maintain, until all obligations and duties of Contractor to County have been fully satisfied, at its sole expense, insurance in the amounts and forms described in Exhibit B attached hereto. Contractor shall name County as an additional insured on such insurance policy or policies.

ARTICLE 23
(RESERVED)

ARTICLE 24
MISCELLANEOUS

24.1 Governing Law and Venue. This Agreement shall be governed by, construed and enforced in all respects in accordance with the substantive laws of the State of California, regardless of the domicile of either party hereto or where any activity pertaining hereto of either party may actually occur. The sole and proper venue for any lawsuit commenced to enforce or interpret this Agreement shall be the state or federal courts located in San Diego County, California.

24.2 Licensing. Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors. Contractor shall be licensed, if required, in accordance with the laws of this state and if not so licensed Contractor is subject to the penalties imposed by such laws.

24.3 Hazardous Material. Contractor shall comply with all legal regulatory requirements applicable to the work performed under this Agreement and shall be responsible for compliance with all hazardous waste, health and safety, notice, training and environmental protection laws, rules, regulations and requirements, including, but not limited to, the Resource Conservation and Recovery Act. "Hazardous waste" includes all substances which are or may be identified as such under 40 C.F.R. Part 261 or other applicable laws or regulations. Contractor agrees that it will not store any hazardous wastes at any County facility for periods in excess of ninety (90) Business Days or in violation of the applicable site storage limitations imposed by law (other than customary and ordinary products used in the operation, repair or maintenance of the System). Contractor agrees to take, at its expense, all actions necessary to protect third parties, including without limitation, employees and agents of County from any exposure to, or hazards of, hazardous and/or toxic wastes or substances generated or utilized in the operations of the

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System or any portion thereof. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of hazardous substances and/or wastes required to be reported by law and to immediately notify County of same.

24.4 Successors. Subject to the limitations on assignment set forth in Section 24.6, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

24.5 Force Majeure. Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part as a result of delays caused by an act of God, war, civil disturbance, court order, governmental action (but excluding County action initiated solely to excuse County performance hereunder), laws, orders, regulations, directions or requests, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the other party or any third party, or other cause beyond its reasonable control (financial inability excepted), and, except as set forth herein, such non-performance shall not be a default hereunder. In the event that either party is excused from performance under this paragraph, then that party shall take all reasonable actions to resume or provide alternative performance of its obligations hereunder as soon as feasible. Contractor's obligations pursuant to this Section shall be to promptly, diligently and continuously use its best efforts to provide the services and otherwise perform its obligations under this Agreement, at no additional charge to County, and the parties understand that such efforts include, without limitations, the procurement and arrangement of alternative service and delivery mechanisms, including any other available product or service.

24.6 Assignment. Without the prior consent of County, which County may withhold in its absolute discretion, Contractor shall not assign or otherwise transfer, voluntarily, by operation of law or otherwise, any of contractor's rights or obligations under this Agreement and any such attempted assignment or other transfer shall be null and void. Any act in derogation of the foregoing shall be null and void.

24.7 No Waiver. No failure or delay on the part of either party to exercise, in whole or in part (including enforcement), any right or privilege hereunder shall operate as a waiver thereof or of any right to exercise or enforce such right or any other right or privilege hereunder.

24.8 Entire Agreement. This Agreement, and all Exhibits hereto and other documents incorporated by reference herein, shall constitute the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof and the transactions contemplated hereby. All Exhibits referred to herein are attached hereto and incorporated herein by reference. No amendment may be made to this Agreement unless made in writing and signed by Contractor's Project Manager and the County Director of Purchasing and Contracting.

24.9 Severability. Should any part of this agreement be held to be invalid by a court of competent jurisdiction, the remainder of the agreement shall be considered as the whole agreement and be binding on the contracting parties.

24.10 Headings. The headings used herein are for the convenience of the parties only and are not intended to describe or define the provisions in the portions of this Agreement to which they pertain.

24.11 Computation of Time Periods. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies "Business Days." If the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day that is not a Saturday, Sunday or state or national holiday.

24.12 Title and Risk of Loss. Unless otherwise provided in this Agreement, title and risk of loss of or damage to all Hardware and COTS Software shall pass to County at the time of Acceptance pursuant to Article 5.

24.13 Transportation Costs. All shipments of goods or equipment to and from County facilities as required to perform the Project shall be made at Contractor's expense.

24.14 Cooperation. From time to time, at a party's request, whether before or after Acceptance of the System as a whole, and without further consideration, the other parties to this Agreement shall execute and deliver, any further instrument(s) of conveyances or other documents and take such actions as a party may reasonably require to complete more effectively the terms and provisions of this Agreement.

24.15 Interpretation. Whenever the words "include", "includes" or "including" are used, they shall be interpreted as meaning including without limitation.

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24.16 No Construction Against Drafter. Any principle of construction or rule of law providing that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity shall not apply to this Agreement or its interpretation.

24.17 Time of the Essence. Time is of the essence in the performance of this Agreement.

24.18 Order of Precedence. In the event of any conflict between this Agreement and any of the exhibits hereto or documents referenced herein, the terms and provisions of this Agreement shall control and, in the event of a conflict among the remaining documents, the documents shall govern in the following order of precedence:

This Agreement; then The Exhibits; then The documents incorporated herein.

In the event of any conflict between the Functional Specifications and the Technical Specifications, the Functional Specifications shall control.

24.19 Survival. The following Articles and Sections shall survive any expiration or termination hereof: Article 1, Article 10, Article 12, Article 17, Section 18.3, Section 18.4, Section 18.5, and Section 18.6, and Articles 19 through 24.

24.20 Notice. Any notice or notices required or permitted to be given pursuant to this Agreement, other than notices under Article 21 may be personally served on the other party by the party giving such notice, in which event it shall be deemed delivered at the time of personal service, or may be served by regular mail, in which event it shall be deemed delivered three (3) Business Days after delivery to the United States postal carrier. Any notice or notices required to be given pursuant to Article 21 may be personally served on the other party by the party giving such notice, in which event it shall be deemed delivered upon personal service, or may be served by certified mail, return receipt requested, in which event it shall be deemed delivered on a day reflected in the return receipt as the date of delivery thereof. Any such notices shall be delivered to the addresses set forth below:

IF TO CONTRACTOR:

WITH A COPY TO:

IF TO COUNTY:

Jerald Coleman, Group Information Technology Director
 Project Manager
 County of San Diego, Health & Human Services Agency
 1255 Imperial Avenue
 San Diego, CA 92101

AND:

Sabrena Marshall, Manager of Mental Health Services
 Administrative Support Unit - COTR
 Mental Health Services, Administration
 3255 Camino del Rio So
 San Diego, CA 92108

With a copy to:

Henry Tarke, Assistant Deputy Director,
 County of San Diego Mental Health Services
 3255 Camino del Rio South
 San Diego, CA 92108

Mike Moore
 Chief Information Officer
 County Administration Center, Room 306F
 1600 Pacific Highway
 San Diego, CA 92101

Winston F. McColl, Director
 County of San Diego – Department of
 Purchasing and Contracting (MS-032)
 5555 Overland Drive, Suite 1111, Bldg. 11
 San Diego, California 92123

David Smith, Senior Deputy County Counsel
 Office of County Counsel
 County Administration Center
 1600 Pacific Coast Highway, Room 355
 San Diego, California 92101-2469

ARTICLE 25
CONTRACT ADMINISTRATION

25.1 County's Contract Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Contract.

25.1.1 COTR. The County has designated the individual identified in Section 24.20 as the Contracting Officer's Technical Representative ("COTR"). County's COTR in cooperation with the County Project Manager will chair Contractor

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progress meetings and will coordinate County's Contract administrative functions. The COTR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other contractual guidance as required. The COTR is not authorized to change any terms and conditions of this Contract. Only the Contracting Officer, by issuing a properly executed amendment to this Contract, may make changes to the scope of work or total price.

Notwithstanding any provision of this Contract to the contrary, County's COTR may make Administrative Adjustments ("AA") to the Contract, such as line item budget changes and contractual requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COTR and Contractor. All inquiries about such AA will be referred directly to the COTR.

25.1.2 County Project Manager. County's Project Manager in cooperation with the COTR will chair Contractor progress meetings and will coordinate County's contract technical functions. The Project Manager is designated to audit and inspect records, inspect Contractor Services, and provide other technical guidance as required. The Project Manager is not authorized to change any terms and conditions of the Contract

Notwithstanding any provision of this Contract to the contrary, County's Project Manager may make Administrative Adjustments ("AA") to the Contract, such as adjustments to the service or technical requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Contract period or the total Contract price. Each AA shall be in writing and signed by COTR and Contractor. All inquiries about such AA will be referred directly to the Project Manager.

25.2 Progress Meeting. The COTR, County Project Manager and other County personnel, as appropriate, will meet periodically with the Contractor to review the Contract performance. At these meetings the COTR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Contract. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COTR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 26
AGREEMENT TERM.

This Agreement shall be effective this ____ day of ____ 20__ ("Effective Date") and end on ____ 20__ ("Initial Term") for a total Agreement period of ____ years.

ARTICLE 27
COMPENSATION:

Pursuant to Exhibit C, County agrees to pay Contractor a sum not to exceed _____ (dollars (\$XXXX)) for the initial term of this Agreement and _____ (\$XXXXX) for each of the XXX one year option periods, for a maximum Agreement amount of _____ (\$XXXXX), in accordance with the method of payment stipulated in Article 4.

Comment [BAK1]: Total compensation

Comment [BAK2]: Total compensation numerically

Comment [BAK3]: Total compensation numerically

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative.

COUNTY OF SAN DIEGO

CONTRACTOR

WINSTON F. McCall, DIRECTOR
 Department of Purchasing and Contracting

Date: _____

 Date: _____

Approved as to form and legality

 David Smith, Senior Deputy County Counsel

Date: _____

RFP 719**MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
EXHIBIT A - STATEMENT OF WORK**

1. BACKGROUND

The County of San Diego (CoSD) Health and Human Services Agency's (HHSA) Adult and Children's Mental Health Services (MHS) plans to replace their legacy Management Information Systems (MIS) with a Commercial Off-the-Shelf (COTS) Practice Management and Managed Care System utilizing current technology. The new system shall replace in their entirety the legacy applications currently in use:

- InSyst application - supported by Echo Management, Inc. and resides on VAX hardware. It is a client and service tracking and billing application that is used by CoSD and contract mental health providers to coordinate client care, perform required State reporting requirements and bill Medi-Cal and other payors.
- eCura application - supported by InfoMC and used for Managed Care. The end users are United Behavioral Health (UBH) Administrative Services Organization (ASO) employees.

In 2003, HHSA's Adult and Children's Mental Health Services participated in the California Behavioral Systems (CBS) Coalition effort of 27 California counties to pool needs development, and working through the California Institute of Mental Health as a contractor/consultant, to receive a pre-qualified list of vendors able to meet collective county needs. The plan was for each county to initiate its own procurement process to negotiate with those entities identified as finalists. The CoSD Mental Health Administration Services has opted to pursue an independent procurement, which includes:

1. Issuing Request for Proposal (RFP 719) to all potential third party vendors (not just those vendors that were identified in the CBS process).
2. RFP Attachment 1 – MH MIS Statistical Information.
3. Draft Contract
4. Exhibit A – Statement of Work (SOW), this document.
5. Exhibit A, Attachment 1 – Refining San Diego County's specific MIS needs as specified in the Functional Requirements and Technical Specification (FR&TS) document.

1.1 ORGANIZATION

The CoSD HHSA Mental Health Services Administration is the central organization. The main users of the system will be County of San Diego employees, Contractors, Administrative Support Organization, and Fee For Service Providers.

- CoSD employees include staff from Adult/Older Adult Mental Health Services, Children's Mental Health Services, the Sheriff's Department, Department of Auditor and Controller Office of Revenue and Recovery, Aging and Independence Services, and Child Welfare Services. They use the current system to look up information, enter client and service data, and to complete reports and client tracking. The new system will provide these features plus electronic health records.
- Contractors use the system in the same manner as County staff. In addition, Contractors are currently required to initiate their own billing of Medicare, private insurance and other (non-Medi-Cal) third-party payors, as well as client billing. Currently, Contractors do their billing on their own separate systems, but they may perform their billing on the new system in the future. Therefore, the new MH MIS must support Contractor billing as well.
- Fee For Service (FFS) Providers currently submit HCFA 1500 hard copy claims to the ASO. However, they may use the system to enter claims directly (or import electronic claims) into the new MH MIS in the future. They may also use the new system to look up information.
- ASO employees currently use the eCura system to perform the Managed Care functions, including the 24/7 Crisis Call Center, Service Authorizations and FFS Provider claims processing. The ASO also uses InSyst to perform required client and third-party billing and State reporting and claiming.

These users are widely dispersed throughout the County and with a variety of desktop workstations and network connectivity. Refer to the Exhibit 3, RFP719 MH MIS Statistical Information, for a compilation of the current and potential future user groups. County users access the system via the County WAN. Hundreds of external users (including Contractors and Fee for Service Providers) are outside of the CoSD network and access the system remotely.

The MH MIS will provide the functionality, interfaces, and data management and data storage across the selected MH business areas and programs listed below. Refer to Table 1 for a listing of current MHS programs and their anticipated

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levels of use of the new MH MIS.

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Table 1. Overview of CoSD MHS Programs

| Provider | Admin Workflow | | Clinical | Billing/ Accounting | | Managed Care |
|--|----------------------------|-------------------|-----------------------------|------------------------|---------------|-------------------------------|
| | Registration/ Admission | Service Recording | Electronic Health Record | Medi-Cal Billing | Other Billing | Managed Care Functionality |
| County Programs | | | | | | |
| Contract Inpatient- UCSD Child & Adolescent Psychiatric Services | X | X | X | X | X | |
| County Edgemoor – Distinct Part Skilled Nursing Facility (SNF) | X | X | 6.2. | | | |
| County Outpatient | X | X | X | X | X | |
| County Day Treatment | X | X | X | X | X | |
| County Case Management | X | X | X | X | X | |
| | X | X | X | | | |
| Forensic Psychiatry | X | X | X | | | |
| Conditional Release Program | X | Possible | Possible | | | |
| Jail Services | X | X | | | | |
| Special Education | X | X | X | X | X | |
| Contracted Programs | | | | | | |
| Contract Inpatient- UCSD Child & Adolescent Psychiatric Services | X | X | X | X | X | |
| Contract Inpatient-Fee for Service | X | | | | | |
| Contract Outpatient | X | X | X | X | X | |
| Contract Day Treatment | X | X | X | X | X | |
| Crisis Residential | X | X | X | X | X | |
| Psychiatric Emergency Response Team | X | X | X | X | | |
| Contract Case Management | X | X | X | X | X | |
| Mental Health Rehabilitation Center (MHRC) Institute for Mental Disease (IMD) / Skilled Nursing Facility (SNF) | X | X | Possible | | | |
| Out of County – Institute for Mental Disease (IMD) | X | | 6.3. | | | |
| Club Houses | X | | 6.4. | | | |
| Warm Line | X | | | | | |
| Project Payee | X | | | | | |
| Augmented Services-Board and Care | X | | | | | |
| SSI Advocacy | X | | | | | |
| Outpatient Electro Convulsive Therapy (ECT) | X | | | | | |
| Adult Residential | X | X | X | X | | |
| ASO | X | | | X | X | X |
| Individual Fee For Service | Via ASO | Via Claims | 6.5. | X | | X |
| Out of County Residential Programs | X | X | 6.6. | X | X | X |

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2. SCOPE**2.1 GENERAL**

The COTS vendor package solution, as selected through the CoSD RFP and negotiated procurement process, shall be tailored for the mental health application and provide a highly integrated, user-friendly, and architecturally open management information system. The COTS product shall provide a flexible system, graphical user interface (GUI), user-friendly screens and reports easily modified by the user or third party MIS staff, and easy to understand and operate by the MH users, Contractors and various providers. Reports should be easily run in either standard and/or ad-hoc report formats.

The main goals of the MH MIS include:

- Enhanced Coordination of Patient Care and streamlining of business processes
- Fully integrated functionality across the Mental Health Administration's business areas
- Full interoperability across all Mental Health services functionality and interfaces such as with State Medi-Cal claiming and State reporting requirements
- Enhanced accessibility through browser-based secure Internet access.

The following sections comprise an overview of the functional and technical requirements of the new MH MIS:

2.1.1 Administrative Workflow

The administrative workflow functions incorporate a variety of activities that are necessary to identify and register new clients, admit, track services and discharge clients from admissions to particular sites.

2.1.2 Managed Care

These functions include the crisis, outpatient, and 24-hour care management requirements of the CoSD MHS. CoSD MHS serves as both provider and health plan managers.

2.1.3 Billing and Accounting

This section includes Medi-Cal, Medicare, private insurance and client billing functions, including a sophisticated Accounts Receivable system.

2.1.4 Electronic Health Record

Currently CoSD MHS documents patient care using paper-based charts. It is the goal of CoSD MHS to improve their system clinical functionality and utilize an Electronic Health Record accessible seamlessly to authorized users on role-based security and business rules.

2.1.5 Reporting

The CoSD Mental Health Services (MHS) has developed sophisticated reporting systems for "turning data into information", and desires to improve their capabilities to generate and access critical information in a timely manner, and ultimately enhancing their coordination of care.

2.1.6 Interfaces

The CoSD MHS require the batch and real-time interfaces as delineated in the FR&TS Interfaces section. This section focuses on the required state interfaces.

7.

2.1.7 Technology

The MH MIS should provide a modern IT solution operating on thin or no-client server architecture with a browser-based, web-enabled capability. It should facilitate accessibility and exchange of data from the field via the use of Personal Digital Assistants and with the potential for remote wireless communications. The system should be capable of providing Intranet access and control, and utilize state-of-the art security features for authorized clinical and management users across the MH Business Areas.

8.

2.1.8 Inpatient/Emergency Room Processing

There is a County-operated inpatient facility with an attached emergency psychiatric unit. This section addresses the requirements that are specific for that facility. These are optional requirements and pricing for these

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items are requested on an itemized basis.

The Functional Requirements and Technical Specification (FR&TS) are contained in RFP 719 Exhibit 2. County Technical Standards may be found at <http://sdcounty.ca.gov/cto>.

2.2 PHASED RELEASE

As specified in the FR&TS, the new MH MIS will encompass the following functionality and be implemented in phased releases. Customized Screens, Reports and Interfaces will be developed in the release specified for each functional area.

Release 1

- Administrative Workflow
- Managed Care
- Billing & Accounting

Release 2

- Electronic Health Record

Optional Inpatient Functionality, if included, will be scheduled separately.

3. PROJECT ACTIVITIES

The CoSD HHSA Mental Health Management Information System (MH MIS) Project activities will follow the development and deployment path to support:

3.1 Acquisition

The County of San Diego Purchasing and Contracting will issue this RFP, perform the negotiated procurement process, submit RFP response(s) to the CoSD Selection Committee, and execute a contract to the selected third-party COTS vendor for the project development and deployment.

3.2 Modification

The vendors will be responsible for any COTS-product modifications in order to satisfy the functional requirements and technical specifications and as agreed upon during contract negotiations.

3.3 Data Conversions

Refer to of the FR&TS Section 8 Technical Specification for detailed information about the data conversions and data cleansing required for this project.

3.4 Performance Testing

The County shall conduct performance testing with software and hardware. Testing will consist of validation of the performance of the system by comparing functions and output of the new system against existing system output, as well as specific criteria that will be outlined in the resultant contract.

3.5 User Acceptance Testing

Within 90 days after receipt of contract, but in no event later than 60 days prior to delivery and installation of the system, the Contractor shall provide a complete Acceptance Test Plan and Procedures for review and approval by the County. The approved plan and procedures will be used to conduct acceptance testing and verification of compliance with all contract requirements and the FR&TS. The procedure shall address visual inspection, functional testing, and application software acceptability as well as system performance.

The County shall conduct user testing and acceptance of the software. The County's Department of Purchasing and Contracting will monitor the Contractor's progress and coordinate the County's administrative functions. The Department of Purchasing and Contracting is designated to receive and approve for payment Contractor invoices as work progresses, based on meeting certain deliverables and/or criteria outlined in the RFP.

Based upon successful completion of the required testing, delivery of required documentation, and completion of the training classes, the County will provide an acceptance certificate.

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3.6 User Training

System administrator training will begin no later than 30 days prior to installation and will be concluded by the installation date. Additional system administrator training will be provided as necessary, such as when enhancements to the system are made. Training for functional staff will begin after installation, and prior to user acceptance testing. Refer to the RFP for detailed information of the user training requirements.

3.7 Implementation

The Contractor shall deliver and install Release I of the application software, ready for use, no later than January 2007. The Contractor shall certify in writing to the County when all portions of the system are installed and ready for use. Refer to the RFP for detailed information of the implementation requirements.

3.8 Cutover

The Contractor shall provide fulltime (8 hours per County Business Day) on-site technical support for the implementation period (for a period of no less than ten days). The pricing schedule will contain options for the County to require on-site support and on-call support beyond the initial ten-day period.

3.9 Maintenance

Refer to the RFP for the warranty support, upgrade support, and ongoing support maintenance that CoSD MHS are requesting from a vendor. The Contractor shall be responsible for installation of all application system upgrades and performance enhancements.

4. GROWTH CAPACITY

CoSD MHS maintains 60,000 unduplicated client accounts annually. Refer to Exhibit 3, RFP719 MIS Statistical Information, for a compilation of the current and future service statistics.

Inactive or closed records will also be maintained on-line until archived. Archived records shall be maintained off-line with referencing and index information maintained on-line. This information shall be readily retrievable in the event an account must be reactivated.

5. PERFORMANCE

The performance and interface requirements for the system are included in Exhibit 2, the FR&TS document and will also become a part of any resultant agreement.

6. FUNCTIONAL REQUIREMENTS AND TECHNICAL SPECIFICATION

The computer system (application software) delivered by the Contractor shall conform to the requirements of this Statement of Work and the FR&TS Document, RFP Exhibit 2.

7. SCHEDULE

The Contractor shall submit an implementation schedule within two weeks after contract award, detailing time lines and milestones for JAD sessions, review and approval of customized screens and reports, software modification schedule, site preparation, installation, training of County personnel, database conversions and cleansing, acceptance testing, heightened post-implementation support, and warranty periods.

The County anticipates that Release I deployment will be completed by June 2007, and Release II deployment completed by January 2008. Earlier completion dates are desired and solicited.

8. DOCUMENTATION

Documentation and documentation formats to be provided by the Contractor are listed in the RFP.

9. CONTRACTOR TERMINATION SUPPORT

In the event that the Contractor goes out of business or makes a decision to not support the system provided hereunder, the Contractor agrees to provide at no cost to the County, all software tools and aids necessary for the County to obtain and adequately equip a third-party support service or to provide such support from County resources. The County reserves the right to pursue any other remedies available as permitted by law.

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REQUEST FOR PROPOSALS (RFP) 719
MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
EXHIBIT A, ATTACHMENT 1 – SYSTEM REQUIREMENTS

SEE SEPARATE EXCEL DOCUMENT

REQUEST FOR PROPOSALS (RFP) 719
MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
EXHIBIT A, ATTACHMENT 2 – ACCEPTANCE CERTIFICATE

County Contract No:
Amendment No:

To: _____ (“Contractor”).

Title of Project: **MH MIS System Replacement Agreement**

Effective Date:

Pursuant to the Agreement, the undersigned notifies you of Acceptance of the following Deliverable or Training:

[Describe Deliverable or Training Being Accepted]:

THIS ACCEPTANCE CERTIFICATE IS NOT EFFECTIVE UNTIL APPROVED BY THE COUNTY PROJECT MANAGER

COUNTY PROJECT MANAGER REVIEW AND APPROVAL:

By: _____
County Project Manager

Date: _____

REQUEST FOR PROPOSALS (RFP) 719
COUNTY OF SAN DIEGO
DEPARTMENT OF PURCHASING AND CONTRACTING
MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
EXHIBIT A, ATTACHMENT 3 – REJECTION STATEMENT

DATE _____, 200__

COUNTY CONTRACT NO. _____

To: _____ (“Contractor”).

AMENDMENT NO. _____

Title of Agreement: MIS System Replacement Agreement

Deliverable or Training: _____

Pursuant to the Agreement, the undersigned rejects the aforementioned Deliverable or Training for the following reasons:

[STATE REASONS FOR REJECTION]

THIS REJECTION STATEMENT IS NOT EFFECTIVE UNTIL APPROVED BY THE COUNTY PROJECT MANAGER

COUNTY PROJECT MANAGER REVIEW AND APPROVAL:

By: _____
County Project Manager

Date: _____

REQUEST FOR PROPOSALS (RFP) 719

**COUNTY OF SAN DIEGO DEPARTMENT OF PURCHASING AND CONTRACTING
MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
EXHIBIT A, ATTACHMENT 4 – CHANGE ORDER**

County Contract No:

Amendment No:

To [REDACTED]. Pursuant to Article 13 of the Agreement, you are directed to make the changes described herein to the Contract or do the following described work not included in the scope of the work described in the Agreement

Title of Project: **MH MIS System Replacement Agreement**

Effective Date: _____

Description of Contract Change(s) and/or Work To Be Done, including impact on all interdependencies including without limitation impacts on Project Plan, Deliverables, Milestones, Tasks, Gantt Chart, implementation plans and contingency plans, System Price and payment terms, System implementation and other Project impacts:

All other Terms and Conditions remain in effect.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment effective as of the date first set forth above.

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposed change is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified herein, and will accept as full payment full payment the price described in the attachment and agree that the price includes all impacts on the Project. The estimated increase is \$\$\$\$\$\$, revised contract total price of \$ \$\$\$\$\$\$.

**THIS AMENDMENT IS NOT VALID UNLESS
APPROVED BY THE DIRECTOR, DEPARTMENT OF
PURCHASING AND CONTRACTING.**

Department Review and Recommended Approval:

By: _____
Name, title & Department

Contract time for completion **remains unchanged.**

Date: _____

APPROVED:

By: _____

Date: _____

By: _____
WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

Date: _____

APPROVED AS TO FORM AND LEGALITY *[use only for Agreements > \$100,000, or where the std form is modified]*

By: _____ Date: _____
Senior Deputy County Counsel

Comment [BAK4]: Replace

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REQUEST FOR PROPOSALS (RFP) 719
MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
EXHIBIT A, ATTACHMENT 5 – SOURCE CODE ESCROW AGREEMENT

**PREFERRED ESCROW AGREEMENT**

Preferred Beneficiary Company Number _____

This agreement ("Agreement") is made effective _____, 20____ among DSI Technology Escrow Services, Inc. ("DSI"), County of San Diego ("Preferred Beneficiary") and any additional party signing the Acceptance Form attached to this Agreement ("Depositor"), who collectively may be referred to in this Agreement as the parties ("Parties").

("Parties"), or individually as a party ("Party").

A. Depositor and Preferred Beneficiary have entered or will enter into a license agreement, development agreement, and/or other agreement regarding certain proprietary technology of Depositor (referred to in this Agreement as the "License Agreement").

B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.

C. The availability of the proprietary technology of Depositor is critical to Preferred Beneficiary in the conduct of its business and, therefore, Preferred Beneficiary needs access to the proprietary technology under certain limited circumstances.

D. Depositor and Preferred Beneficiary desire to establish an escrow with DSI to provide for the retention, administration and controlled access of the proprietary technology materials of Depositor.

E. The Parties desire this Agreement to be supplementary to the License Agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

ARTICLE 1 -- DEPOSITS

1.1 **Obligation to Make Deposit.** Upon the signing of this Agreement by the Parties, including the signing of the Acceptance Form, Depositor shall deliver to DSI the proprietary technology and other materials ("Deposit Materials") required to be deposited by the License Agreement or, if the License Agreement does not identify the materials to be deposited with DSI, then such materials will be identified on Exhibit A to this Agreement. If Exhibit A is applicable, it is to be prepared and signed by Depositor and Preferred Beneficiary. DSI shall have no obligation to either Party with respect to the preparation, accuracy, execution, signing, delivery or validity of Exhibit A.

1.2 **Identification of Tangible Media.** Prior to the delivery of the Deposit Materials to DSI, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other media upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete Exhibit B to this Agreement by listing each such media by the item label description, the type of media and the quantity. Exhibit B shall be signed by Depositor and delivered to DSI with the Deposit Materials. Unless and until Depositor makes the initial deposit with DSI, DSI shall have no obligation with respect to this Agreement, except the obligation to notify the Parties regarding the status of the account as required in Section 2.2 below.

REQUEST FOR PROPOSALS (RFP) 719**MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT****EXHIBIT A, ATTACHMENT 5 – SOURCE CODE ESCROW AGREEMENT**

1.3 Acceptance of Deposit. When DSI receives the Deposit Materials and Exhibit B, DSI will conduct a visual deposit inspection. At completion of the deposit inspection, if DSI determines that the labeling of the media matches the item descriptions and quantity on Exhibit B, DSI will date and sign Exhibit B and mail a copy thereof to Depositor and Preferred Beneficiary. If DSI determines that the labeling does not match the item descriptions or quantity on Exhibit B, DSI will (a) note the discrepancies in writing on Exhibit B; (b) date and sign Exhibit B with the exceptions noted; and (c) mail a copy of Exhibit B to Depositor and Preferred Beneficiary. DSI's acceptance of the deposit occurs upon the signing of Exhibit B by DSI. Delivery of the signed Exhibit B to Preferred Beneficiary is Preferred Beneficiary's notice that the Deposit Materials have been received and accepted by DSI. OTHER THAN DSI'S INSPECTION OF THE DEPOSIT MATERIALS, AS DESCRIBED ABOVE, DSI SHALL HAVE NO OBLIGATION REGARDING THE ACCURACY, COMPLETENESS, FUNCTIONALITY, PERFORMANCE OR NON-PERFORMANCE OF THE DEPOSIT MATERIALS.

1.4 Depositor's Representations. During the term of this Agreement, Depositor represents as follows:

- a. Depositor lawfully possesses all of the Deposit Materials deposited with DSI;
- b. With respect to all of the Deposit Materials and any materials provided solely for verification, pursuant to Section 1.5 of the Agreement ("Test Materials") Depositor has the right and authority to grant to DSI and Preferred Beneficiary the rights as provided in this Agreement, provided further that DSI's or its independent contractor's use of any Deposit Materials or Test Materials, pursuant to Section 1.5 of this Agreement, is lawful and does not violate the rights of any third parties;
- c. As of the effective date of this Agreement, the Deposit Materials are not the subject of any liens or encumbrances, however, any liens or encumbrances made after the execution of this Agreement will not prohibit, limit, or alter the rights and obligations of DSI under this Agreement;
- d. The Deposit Materials consist of the proprietary technology and other materials identified either in the License Agreement, Exhibit A, or Exhibit B, as the case may be; and
- e. The Deposit Materials are readable and useable in their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.

1.5 Available Verification Services. Upon receipt of a written request from Preferred Beneficiary, DSI and Preferred Beneficiary may enter into a separate proposal agreement ("Statement of Work") pursuant to which DSI will agree, upon certain terms and conditions, to inspect the Deposit Materials consistent with one or several of the levels of verification described in the attached Technical Verification Options. Depositor consents to DSI's performance of any level(s) of verification described in the attached Technical Verification Options. Depositor shall reasonably cooperate with DSI by providing its facilities, computer software systems, and technical and support personnel for verification whenever reasonably necessary. If a verification is elected after the Deposit Materials have been delivered to DSI, then only DSI, or at DSI's election, an independent contractor or company selected by DSI may perform the verification.

1.6 Deposit Updates. Unless otherwise provided by the License Agreement, Depositor shall update the Deposit Materials within sixty (60) days of each release of a new version of the product, which is subject to the License Agreement. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and Depositor shall sign the new Exhibit B. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. Any deposit updates shall be held in accordance with Sections 1.2 through 1.4 above. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

1.7 Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written

REQUEST FOR PROPOSALS (RFP) 719**MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
EXHIBIT A, ATTACHMENT 5 – SOURCE CODE ESCROW AGREEMENT**

instructions signed by Depositor and Preferred Beneficiary, or as otherwise provided in this Agreement.

ARTICLE 2 -- CONFIDENTIALITY AND RECORD KEEPING

2.1 Confidentiality. DSI shall have the obligation to reasonably protect the confidentiality of the Deposit Materials. Except as provided in this Agreement or any subsequent agreement between the Parties, including without limitation Section 1.5, DSI shall not disclose, transfer, make available, or use the Deposit Materials. DSI's independent contractors are subject to appropriate confidentiality restrictions with DSI. DSI shall not disclose the terms of this Agreement to any third party. If DSI receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, DSI will immediately notify the Parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or Preferred Beneficiary to challenge any such order; provided, however, that DSI does not waive its rights to present its position with respect to any such order. DSI will not be required to disobey any order from a court or other judicial tribunal including, but not limited to, notices delivered pursuant to Section 7.6 below.

2.2 Status Reports. DSI shall provide to Depositor and Preferred Beneficiary a report profiling the account history semiannually.

ARTICLE 3 -- RIGHT TO MAKE COPIES

3.1 Right to Make Copies. DSI shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement. DSI shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any copies made by DSI. With all Deposit Materials submitted to DSI, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials, including, but not limited to, the hardware and/or software needed. Any copying expenses incurred by DSI as a result of a request to copy will be borne by the Party requesting the copies. Alternatively, DSI may notify Depositor requiring its reasonable cooperation in promptly copying the Deposit Materials in order for DSI to perform this Agreement.

ARTICLE 4 -- RELEASE OF DEPOSIT

4.1 Release Conditions. As used in this Agreement, "Release Condition" shall mean the following:

- a. Reserved;
- b. Reserved;
- c. Depositor's failure to continue to do business in the ordinary course;
- d. Entry of an order for relief under 11 of the United States Bankruptcy Code;
- e. The making by Depositor of a general assignment for the benefit of creditors;
- f. The appointment of a general receiver or trustee in bankruptcy of Depositor's business or property;
- g. Action by Depositor under any state or federal insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; or
- h. Joint written instructions from Depositor and Preferred Beneficiary.

4.2 Filing For Release. If Preferred Beneficiary believes in good faith that a Release Condition has occurred, Preferred Beneficiary may provide to DSI written notice of the occurrence of the Release Condition and a request

REQUEST FOR PROPOSALS (RFP) 719**MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
EXHIBIT A, ATTACHMENT 5 – SOURCE CODE ESCROW AGREEMENT**

for the release of the Deposit Materials. Such notice shall be signed by the Preferred Beneficiary and on company letterhead. Unless DSI acknowledges or discovers independently, or through the Parties, its need for additional documentation or information in order to comply with this Section, DSI shall promptly provide a copy of the notice to Depositor by commercial express mail. Such need for additional documentation or information may extend the time period for DSI's performance under this Section.

4.3 Contrary Instructions. From the date DSI mails the notice requesting release of the Deposit Materials, Depositor shall have ten (10) business days to deliver to DSI contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Contrary Instructions shall be signed by Depositor and on company letterhead. Upon receipt of Contrary Instructions, DSI shall promptly send a copy to Preferred Beneficiary by commercial express mail. Additionally, DSI shall notify both Depositor and Preferred Beneficiary that there is a dispute to be resolved pursuant to Section 7.4 of this Agreement. Subject to Section 5.2 of this Agreement, DSI will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and Preferred Beneficiary; (b) dispute resolution pursuant to Section 7.4; or (c) an order from a court of competent jurisdiction.

4.4 Release of Deposit. If DSI does not receive Contrary Instructions from the Depositor, DSI is authorized to release the Deposit Materials to the Preferred Beneficiary or, if more than one beneficiary is registered to the deposit, to release a copy of the Deposit Materials to the Preferred Beneficiary. However, DSI is entitled to receive any fees due DSI before making the release. Any copying expenses will be chargeable to Preferred Beneficiary. Upon any such release, the escrow arrangement will terminate as it relates to the Depositor and Preferred Beneficiary involved in the release.

4.5 Right to Use Following Release. Unless otherwise provided in the License Agreement, upon release of the Deposit Materials in accordance with this Article 4, Preferred Beneficiary shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to Preferred Beneficiary by the License Agreement, including, without limitation, the right to use, copy, and modify the Deposit Materials as needed solely for purposes permitted by the License in order to allow Preferred Beneficiary to continue to perform for itself, or obtain from other providers, the benefits afforded to Preferred Beneficiary by the License Agreement. Preferred Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials.

4.6 Status of Agreement Under Bankruptcy Code. Notwithstanding any provisions to the contrary in this Agreement, Depositor acknowledges that this Agreement is an "agreement supplementary to" the License Agreement as provided in Section 365(n) of Title 11, United States Code ("Bankruptcy Code"). Depositor acknowledges that if Depositor as a debtor-in-possession or a trustee-in-bankruptcy (collectively, "Trustee") in a case under the Bankruptcy Code rejects the License Agreement or this Agreement, Preferred Beneficiary may elect to retain its rights under the License Agreement and this Agreement as provided in Section 365(n) of the Bankruptcy Code. After the commencement of a case under the Bankruptcy Code by or against Depositor and unless and until the License Agreement is rejected upon written request of Preferred Beneficiary to the Trustee, Trustee shall (a) not interfere with the rights of Depositor as provided in the License Agreement and this Agreement, including the right to obtain the Deposit Materials from DSI and (b) provide the Deposit Materials to the Preferred Beneficiary. If the Trustee rejects the License Agreement or this Agreement and Preferred Beneficiary elects to retain its rights, upon written request of Preferred Beneficiary to the Trustee, Trustee shall provide the Deposit Materials to the Preferred Beneficiary.

ARTICLE 5 -- TERM AND TERMINATION

5.1 Term of Agreement. The initial term of this Agreement is for a period of one (1) year. Thereafter, this Agreement shall automatically renew from year to year unless (a) Depositor and Preferred Beneficiary jointly instruct DSI in writing that the Agreement is terminated; (b) DSI instructs Depositor and Preferred Beneficiary in writing after its renewal date that the Agreement is terminated for

REQUEST FOR PROPOSALS (RFP) 719**MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT****EXHIBIT A, ATTACHMENT 5 – SOURCE CODE ESCROW AGREEMENT**

nonpayment in accordance with Section 5.2; or (c) DSI reserves the right to terminate this Agreement, for any reason, other than for nonpayment, by providing Depositor and Preferred Beneficiary sixty (60) days written notice of its intent to terminate this Agreement. If the Acceptance Form has been signed at a date later than this Agreement, the initial term of the Acceptance Form will be for one year with subsequent terms to be adjusted to match the anniversary date of this Agreement. If the deposit materials are subject to another escrow agreement with DSI, DSI reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2 Termination for Nonpayment. In the event of the nonpayment of fees owed to DSI, DSI shall provide written notice of delinquency to all Parties to this Agreement affected by such delinquency. Any such Party shall have the right to make the payment to DSI to cure the default. If the past due payment is not received in full by DSI within one (1) month of the date of such notice, then DSI shall have the right to terminate this Agreement if such default is not cured within fifteen (15) days thereafter by sending written notice of termination to all Parties. DSI shall have no obligation to take any action under this Agreement so long as any payment due to DSI remains unpaid.

5.3 Disposition of Deposit Materials Upon Termination. Subject to the foregoing termination provisions, and upon termination of this Agreement, DSI shall destroy, return, or otherwise deliver the Deposit Materials in accordance with Depositor's instructions. If there are no instructions, DSI shall return them to Depositor. If Deposit Materials are refused, unclaimed, or undeliverable, DSI may, at its sole discretion, destroy the Deposit Materials. DSI shall have no obligation to destroy or return the Deposit Materials if the Deposit Materials are subject to another escrow agreement with DSI or have been released to the Preferred Beneficiary in accordance with Section 4.4.

5.4 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. The obligations of confidentiality with respect to the Deposit Materials;
- b. The obligation to pay DSI any fees and expenses due;
- c. The provisions of Article 7; and
- d. Any provisions in this Agreement that specifically state they survive the termination of this Agreement.

ARTICLE 6 -- DSI'S FEES

6.1 Fee Schedule. DSI is entitled to be paid its standard fees and expenses applicable to the services provided. DSI shall notify the Party responsible for payment of DSI's fees at least sixty (60) days prior to any increase in fees. For any service not listed on DSI's standard fee schedule, DSI will provide a quote prior to rendering the service, if requested.

6.2 Payment Terms. DSI shall not be required to perform any service, including release of any Deposit Materials under Article 4, unless the payment for such service and any outstanding balances owed to DSI are paid in full. Initial fees are due upon receipt of a signed contract or receipt of the Deposit Materials whichever is earliest. Payments on all renewal and services invoices are due net thirty (30) days from date of invoice. If invoiced fees are not paid, DSI may terminate this Agreement in accordance with Section 5.2.

ARTICLE 7 -- LIABILITY AND DISPUTES

REQUEST FOR PROPOSALS (RFP) 719**MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT****EXHIBIT A, ATTACHMENT 5 – SOURCE CODE ESCROW AGREEMENT**

7.1 Right to Rely on Instructions. DSI may act in reliance upon any instruction, instrument, or signature reasonably believed by DSI to be genuine. DSI may assume that any employee of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. DSI will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. DSI shall not be responsible for failure to act as a result of causes beyond the reasonable control of DSI.

7.2 Indemnification. Depositor and Preferred Beneficiary each agree to indemnify, defend and hold harmless DSI from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities ("Liabilities") incurred by DSI relating in any way to this escrow arrangement except where it is adjudged that DSI acted with gross negligence or willful misconduct.

7.3 Limitation of Liability. In no event will DSI be liable for any incidental, indirect, special, exemplary, punitive or consequential damages, including, but not limited to, damages (including loss of data, revenue, and/or profits) costs or expenses (including legal fees and expenses), whether foreseeable or unforeseeable, that may arise out of or in connection with this Agreement; and in no event shall the collective liability of DSI exceed ten times the fees paid under this Agreement. The foregoing limitation of liability does not apply with respect to any acts of gross negligence, personal injury claims, property damage claims (excluding the Deposit), or intellectual property infringement.

7.4 Dispute Resolution. Any dispute relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or any Party hereof will be submitted to, and settled by arbitration by, a single arbitrator chosen by the San Diego Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator shall apply California law. Unless otherwise agreed by Depositor and Preferred Beneficiary, arbitration will take place in San Diego, California, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If, however, Depositor or Preferred Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and DSI may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by DSI, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Preferred Beneficiary.

7.5 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

7.6 Notice of Requested Order. If any Party intends to obtain an order from the arbitrator or any court of competent jurisdiction, which may direct DSI to take, or refrain from taking any action, that Party shall:

- a. Give DSI at least five (5) business days prior notice of the hearing;
- b. Include in any such order that, as a precondition to DSI's obligation, DSI be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order; and
- c. Ensure that DSI not be required to deliver the original (as opposed to a copy) of the Deposit Materials if DSI may need to retain the original in its possession to fulfill any of its other duties.

ARTICLE 8 -- GENERAL PROVISIONS

8.1 Entire Agreement. This Agreement, which includes the Acceptance Form and Exhibits described herein,

REQUEST FOR PROPOSALS (RFP) 719**MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT****EXHIBIT A, ATTACHMENT 5 – SOURCE CODE ESCROW AGREEMENT**

embodies the entire understanding among all of the Parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. DSI is not a Party to the License Agreement between Depositor and Preferred Beneficiary and has no knowledge of any of the terms or provisions of any such License Agreement. DSI's only obligations to Depositor or Preferred Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the Parties hereto, except that Exhibit A need not be signed by DSI, Exhibit B need not be signed by Preferred Beneficiary, Exhibit C need not be signed, and the Acceptance Form need only be signed by the Parties identified therein.

8.2 Notices and Correspondence. All notices regarding Articles 4 and 5, and any Deposit Materials, shall be sent by commercial express or certified mail, return receipt requested. All other correspondence including invoices, payments and other documents and communications shall be sent First Class U.S. Mail and given to the Parties at the addresses specified in the attached Exhibit C and Acceptance Form. It shall be the responsibility of the Parties to notify each other as provided in this Section in the event of a change of physical and e-mail addresses. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice or last known address of the other Parties that is relied upon herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.

8.3 Severability. In the event any provision of this Agreement is found to be invalid or unenforceable, the Parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. However, DSI shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Preferred Beneficiary unless DSI receives clear, authoritative and conclusive written evidence of the change of Parties.

8.5 Waiver. Any term of this Agreement may be waived by the Party entitled to the benefits thereof, provided that any such waiver must be in writing and signed by the Party against whom the enforcement of the waiver is sought. No waiver of any condition, or breach of any provision of this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy.

8.6 Regulations. Depositor and Preferred Beneficiary are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

8.7 Attorney's Fees. In any litigation or other proceeding by which one Party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks declaration of any rights or obligations under this Agreement (whether in contract, tort, or both), the prevailing Party who has proven in court by court decree, judgment or arbitrator's determination that the other Party has materially breached its representation and/or warranty under this Agreement shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce final judgment.

8.8 No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.

REQUEST FOR PROPOSALS (RFP) 719**MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT****EXHIBIT A, ATTACHMENT 5 – SOURCE CODE ESCROW AGREEMENT**

8.9 Authority to Sign. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. DSI will be able to perform its obligations under this agreement once DSI has received a fully executed agreement.

8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

County of San Diego _____ DSI Technology Escrow Services, Inc.
Preferred Beneficiary

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

REQUEST FOR PROPOSALS (RFP) 719**MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
EXHIBIT A, ATTACHMENT 5 – SOURCE CODE ESCROW AGREEMENT****DEPOSITOR ACCEPTANCE FORM FOR
PREFERRED AGREEMENT**

Preferred Beneficiary Company Number_____

Depositor, Preferred Beneficiary and DSI Technology Escrow Services, Inc. ("DSI"), hereby acknowledge that _____ is the Depositor referred to in the Preferred Escrow Agreement ("Agreement") effective_____, 20____ with DSI as the escrow agent and County of San Diego as the Preferred Beneficiary. Depositor hereby agrees to be bound by all provisions of such Agreement.

Deposit Account Number_____

Notices and communications to Depositor
should be addressed to:

Invoices should be addressed to:

Company Name:_____

Address:_____

Designated Contact:_____

Telephone:_____

Facsimile:_____

E-mail:_____

Contact: _____

P.O.#, if required:_____

Verification

Contact:

DepositorCounty of San Diego
Preferred Beneficiary

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

DSI Technology Escrow Services, Inc.

By: _____

Name: _____

Title: _____

REQUEST FOR PROPOSALS (RFP) 719
MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
EXHIBIT A, ATTACHMENT 5 – SOURCE CODE ESCROW AGREEMENT

Date: _____

EXHIBIT A
MATERIALS TO BE DEPOSITED

Deposit Account Number _____

Depositor represents to Preferred Beneficiary that Deposit Materials delivered to DSI shall consist of the following:

Depositor County of San Diego
Preferred Beneficiary

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

REQUEST FOR PROPOSALS (RFP) 719**MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT****EXHIBIT A, ATTACHMENT 5 – SOURCE CODE ESCROW AGREEMENT****EXHIBIT B****DESCRIPTION OF DEPOSIT MATERIALS**

Depositor Company Name _____

Deposit Account Number _____

Product Name _____ Version _____

(Product Name will appear as Exhibit B Name on Account History report)

DEPOSIT MATERIAL DESCRIPTION:

| Each Separate Item | 9. Quantity | Media Type & Size | Label Description of |
|---------------------------------|-------------|-------------------|----------------------|
| _____ Disk 3.5" or _____ | | | |
| _____ DAT tape _____ mm | | | |
| _____ CD-ROM | | | |
| _____ Data cartridge tape _____ | | | |
| _____ TK 70 or _____ tape | | | |
| _____ Magnetic tape _____ | | | |
| _____ Documentation | | | |
| _____ Other _____ | | | |

PRODUCT DESCRIPTION:

Environment _____

DEPOSIT MATERIAL INFORMATION:

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

I certify for **Depositor** that the above described
Deposit Materials have been transmitted to DSI:**DSI** has visually inspected and accepted the
above materials (*any exceptions are noted above*):

Signature _____

Print Name _____

Date _____

E-mail _____

Signature _____

Print Name _____

Date Accepted _____

Exhibit B# _____

REQUEST FOR PROPOSALS (RFP) 719
MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
EXHIBIT A, ATTACHMENT 5 – SOURCE CODE ESCROW AGREEMENT

EXHIBIT C
DESIGNATED CONTACT

Preferred Beneficiary Company Number _____

Notices, deposit material returns and communications to Preferred Beneficiary should be addressed to:

Company Name: _____
Address: _____

Designated Contact: _____
Telephone: _____
Facsimile: _____

E-mail:

Verification Contact: _____

Telephone/E-mail: _____

Invoices to Preferred Beneficiary should be addressed to:

Contact: _____

P.O.#, if required: _____

Requests to change the designated contact should be given in writing by the designated contact or an authorized employee.

DSI has two Operations Centers to serve you. Agreements, Deposit Materials and notices to DSI should be addressed to: (select location)

Attn: Client Services
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: 770-239-9200
Facsimile: 770-239-9201

E-mail: clientservices@dsiescrow.com

All invoice fee remittances to DSI should be addressed to:

DSI Technology Escrow Services, Inc.
PO Box 27131
New York, NY 10087-7131

Date: _____

REQUEST FOR PROPOSALS (RFP) 719**MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT****EXHIBIT A, ATTACHMENT 5 – SOURCE CODE ESCROW AGREEMENT****TECHNICAL VERIFICATION OPTIONS****LEVEL I - Inventory**

This series of tests provides insight into whether the necessary information required to recreate the Depositor's development environment has been properly stored in escrow. These tests detect errors that often inhibit effective use of the escrow deposit.

Steps include: Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. At completion of testing, DSI will distribute a report to Preferred Beneficiary detailing DSI's investigation. This report will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as DSI's analysis of the deposit. When identifying materials required to recreate Depositor's software development environment, DSI will rely on information provided in Depositor's completed questionnaire (obtained via a DSI verification representative) and/or information gathered during DSI's testing experience.

LEVEL II - Build

This series of tests includes a standard effort to compile the Deposit Materials and build executable code.

Steps include: Recreating the Depositor's software development environment, compiling source files and modules, recreating executable code, and providing a listing of the hardware and software configurations necessary to recreate the Depositor's software development environment. DSI will also create a report detailing the steps necessary to recreate the development environment, problems encountered with testing, and DSI's analysis of the deposit.

LEVEL III - Validation

A Level III verification consists of testing the functionality of the compiled Deposit Materials (in a production setting or similar environment) and can be accomplished through one of the following three options:

Option A – With the Depositor's approval, executables created by DSI during Level II testing are provided to the Preferred Beneficiary for functionality testing.

Option B – The Preferred Beneficiary provides DSI with a copy of its licensed executables. DSI compares the executables created during Level II testing with the licensed executables and provides a comparison report to all parties.

Option C – DSI recreates the runtime environment for the licensed technology and installs the executables created during the Level II testing into that environment. (The environment is generally "scaled down" from the actual live environment.) DSI then runs test scripts supplied by the Preferred Beneficiary and provides a report of the test results to all parties. This may require Depositor approval.

REQUEST FOR PROPOSALS (RFP) 719**MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT****EXHIBIT A, ATTACHMENT 6 – SUPPORT SERVICES****TERMS AND CONDITIONS FOR PROVISION OF MAINTENANCE AND COUNTY REQUESTED ENHANCEMENTS AND SUPPORT SERVICES**

Schedule of Maintenance

1.0 General.

Contractor shall provide Maintenance Services, as described herein, without additional charge, except as expressly identified as a for-fee service, until the expiration of the Warranty Period immediately following Systems Acceptance.

Following expiration of the Systems Warranty Period and continuing through the Term, Contractor shall continue to provide Maintenance Services for the Systems Software for the Systems Software Maintenance Fee specified in Exhibit C (Price and Schedule of Payments), and subject further to Paragraph 17 (Maintenance, Support And Professional Services) of the Agreement. This includes free use by the County of Contractor's help desk during the Term.

Certain Other Professional Services (see Section 4.0 of this Exhibit) are included as Maintenance Services until the expiration of the Systems Warranty Period immediately following Systems Acceptance. Thereafter, if such Other Professional Services are requested in writing by County pursuant to a Change Order, they will be billed to the County at Contractor's then current published rates. Contractor's published rates, as of the execution date of this Agreement, are included in Schedule 3 (Other Professional Services) of Exhibit C. Such published rates may be modified from time to time upon ninety (90) days prior notice to County.

2. Maintenance Services.

Help Desk: Contractor shall provide immediate telephone response through the help desk, currently located in _____ during Help Desk Hours. Help desks shall be staffed during the local hours of 6:00 A.M. PT through 5:00 P.M. PT, Monday through Friday, excluding the holidays of: New Years Day, Martin Luther King Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. If such holidays fall on a Sunday, they are observed on the following Monday. If such holidays fall on a Saturday, they are observed on the preceding Friday (collectively "Help Desk Hours"). Contractor may relocate its help desk, so long as such relocation does not diminish the availability of the help desk to the County.

Documentation: Contractor shall maintain a maintenance history for all Maintenance Services work requests, and for all services provided under this Exhibit.

Updates: Contractor shall provide Updates as required pursuant to the Agreement, or as Contractor deems necessary and useful to the performance of the System.

3. Maintenance Services Response Time

The following Maintenance Services response times will be provided to County for the System through the expiration of the Warranty Period immediately following Systems Acceptance, at no additional charge. Upon payment of the applicable Systems Software Maintenance Fee, Maintenance Services response times, as set forth below, will be honored.

On its own initiative, or at the request of Contractor, County may elect to treat Deficiencies requiring one level of service at a reduced level (e.g. treat Deficiencies during Level 2 service periods as requiring the Level 1 service), if such Deficiencies are minor Imperfections or if delaying the resolution of such Deficiencies would not negatively affect the performance of the System, nor any part thereof.

| Service Level | Problem Occurrence | Call Back | Diagnosis & Prognosis | Resolution |
|---------------|---------------------------|--------------------|-----------------------|---|
| 1 | Non-critical work periods | One work day | Two work days | Two weeks. Where resolution within two weeks is not technically feasible, Contractor shall provide a resolution plan to the County for its approval, which approval shall not be unreasonably withheld. |
| 2 | Important work periods | Four Hours | Four Hours | Two days. |
| 3 | Critical work periods | Immediate response | Immediate response | Continuous work, including reassignment of staff, to bring |

REQUEST FOR PROPOSALS (RFP) 719**MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT****EXHIBIT A, ATTACHMENT 6 – SUPPORT SERVICES**

| | | | | |
|--|--|--|--|------------------------------------|
| | | | | resolution as quickly as possible. |
|--|--|--|--|------------------------------------|

4. Certain Other Professional Services

The Other Professional Services identified in Sections 4.1 and 4.2 below are provided without additional charge during the Warranty Period immediately following Systems Acceptance. Professional Services identified in Sections 4.3 and 4.4 below and, after the expiration of the applicable Warranty Period, all additional Other Professional Services are available from Contractor to County upon written request, at Contractor's then published current rates. Contractor's published rates, as of the date of execution of this Agreement, are set forth in Exhibit C. Such published rates may be modified from time to time upon ninety (90) days prior notice to County. Except as set forth above, these services are beyond the Work required in the Agreement, Statement of Work, and Warranty Period and therefore are billable to the County.

On Site Services

- 4.1.1 Revenue and Recovery procedure, planning, and discussion
- 4.1.2 Programming consulting
- 4.1.3 Other consulting
- 4.1.4 Logic and Accuracy testing assistance

Telephone Professional Services

- 4.2.1 System Software technical support during Service Level 1 periods
- 4.2.2 Technical support during Service Level 3 periods
- 4.2.3 Technical support during Service Level 1 periods
- 4.2.4 Warranty repair scheduling and status during Service Level 1 periods General On-site Support Services at Contractor's then published rates.

Contractor shall provide up to **[1,000 hours]** of Support Services. The skills of the individuals performing the Support Services shall be sufficient, in the reasonable judgment of County, to efficiently perform the subject Support Services. If in the reasonable judgment of County the skills of the individual(s) assigned by Contractor to perform Support Services are inadequate to efficiently perform the Support Services assigned to them, Contractor shall replace the individual(s) with individual(s) having superior skills such that the Support Services may be efficiently performed by the replacement worker. The Support Services shall be subject to Acceptance in accordance with the terms of the Agreement.

REQUEST FOR PROPOSALS (RFP) 719**MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
EXHIBIT A, ATTACHMENT 7 – CONFIDENTIALITY AGREEMENT****TEMPORARY WORKER, EMPLOYEE, SUBCONTRACTOR CONFIDENTIALITY AGREEMENT**

I understand that I have been retained by _____ (“Company”) to perform work on a temporary basis for the County of San Diego (“County”). I UNDERSTAND AND ACKNOWLEDGE THAT I AM NEITHER AN EMPLOYEE OF County, NOR HAVE I BEEN HIRED BY County.

In consideration of my being permitted to work on the Mental Health Management Information System (MIS) Project for the County of San Diego:

1. I agree not to disclose to others, or take or use for my own purposes or the purposes of others, during or after my work on behalf of County, any Information disclosed by the County in the course of my work on this project. As used herein, “Information” includes: trade secrets and other confidential or proprietary business, technical, personnel or financial information, whether or not my work product, in written, graphic, oral or other tangible or intangible forms, including but not limited to, specifications, samples, records, data, computer programs, drawings, diagrams, models, customer names, business or marketing plans, studies, analysis, projections and reports, communications by or to attorneys (including attorney-client privileged communications), memos or other materials prepared by attorneys or under their direction (including attorney work product), and software systems and processes. Any Information that is not readily available to the public shall be considered to be a trade secret and confidential and proprietary, even if it is not specifically marked as such, unless County advises me otherwise in writing.
2. I agree that on termination of my work on behalf of County that I will return to County all property belonging to County, including all documents or other media in my possession or control that in any way incorporate or reflect any Information.
3. The interpretation of this Agreement shall be governed by the laws of the State of California, irrespective of its choice of laws principles.
4. If any provision or any part of a provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement or provision, but rather the entire Agreement or provision shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof.
5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained therein. All prior agreements, representations, statements, negotiations, understandings and undertakings are superseded hereby. Except as otherwise provided in this Agreement, this Agreement may not be modified, supplemented or amended, except by written instrument executed by both parties.

NOTICE

THIS IS A LEGAL DOCUMENT.

READ IT CAREFULLY BEFORE SIGNING IT

Dated: _____, 200__

(Signature)

(Print Name)

REQUEST FOR PROPOSALS (RFP) 719
MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
EXHIBIT A, ATTACHMENT 8 – KEY EMPLOYEES

PROJECT MANAGERS

County of San Diego: (To Be Determined)

Contractor

KEY EMPLOYEES OF CONTRACTOR

REQUEST FOR PROPOSALS (RFP) 719

**MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
EXHIBIT A, ATTACHMENT 9 – LIST OF COUNTIES TO MARKET MIS**

CALIFORNIA COUNTIES TO WHICH COUNTY MAY MARKET THE CUSTOM SOFTWARE

(to be determined)

REQUEST FOR PROPOSALS (RFP) 719
MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
EXHIBIT A, ATTACHMENT 10 – MARKETING THE SYSTEM

ARRANGEMENTS FOR MARKETING THE SYSTEM OR PORTIONS THEREOF

Arrangements shall include:

- (1) Provisions requiring the Contractor to use its best efforts to market the Custom Software to the Counties identified on Exhibit A, Attachment 9;
- (2) Full indemnification of the County by Contractor in connection with the offer, marketing, licensing or sale of the Custom Software; and
- (3) A mechanism by which the County will receive payment in the event Contractor is successful in marketing the Custom Software to one of the counties identified on Exhibit A, Attachment 9, including the means by which County can verify the amounts payable to it.

REQUEST FOR PROPOSALS (RFP) 719**MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT****EXHIBIT A, ATTACHMENT 11 – COUNTY PROVIDED RESOURCES**

The County will make available to the Contractor certain facilities and resources at no charge to the contractor for use relating to this contract only. These may include:

1. A suitable location for the installation of hardware and software to be delivered hereunder, including utilities, environmental controls and secure access.
2. Office space, including desks, chairs, file cabinets, computers and phones for use by the Contractor's designated project manager and/or support personnel.
3. Reasonable access to the Office of Revenue and Recovery and/or County facilities as required to perform the responsibilities described herein.
4. Reasonable access at no charge for use of County computer systems, applications and documentation necessary for the performance of the contract requirements.

REQUEST FOR PROPOSALS (RFP) 719
MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
EXHIBIT B – INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Errors and Omissions Liability.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego
- D. Professional Errors and Omissions Liability: \$5,000,000 per claim with an aggregate limit of not less than \$5,000,000. Any self-retained limit shall not be greater than \$50,000 per occurrence/event without County's Risk Manager's approval. Coverage shall include contractual liability coverage. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination or completion of Contractor's work pursuant to the Contract.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the County's Risk Manager. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

B. Primary Insurance Endorsement

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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EXHIBIT B – INSURANCE REQUIREMENTS

C. Notice of Cancellation

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Contract entitled "Notices".

D. Severability of Interest clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Contractor shall furnish certified copies of the actual required insurance policies within thirty days after commencement of Contract. Thereafter, copies of renewal policies, certificate and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any policies of insurance that the Contractor has not delivered to County.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.

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EXHIBIT B – INSURANCE REQUIREMENTS

- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

13. Waiver of Subrogation

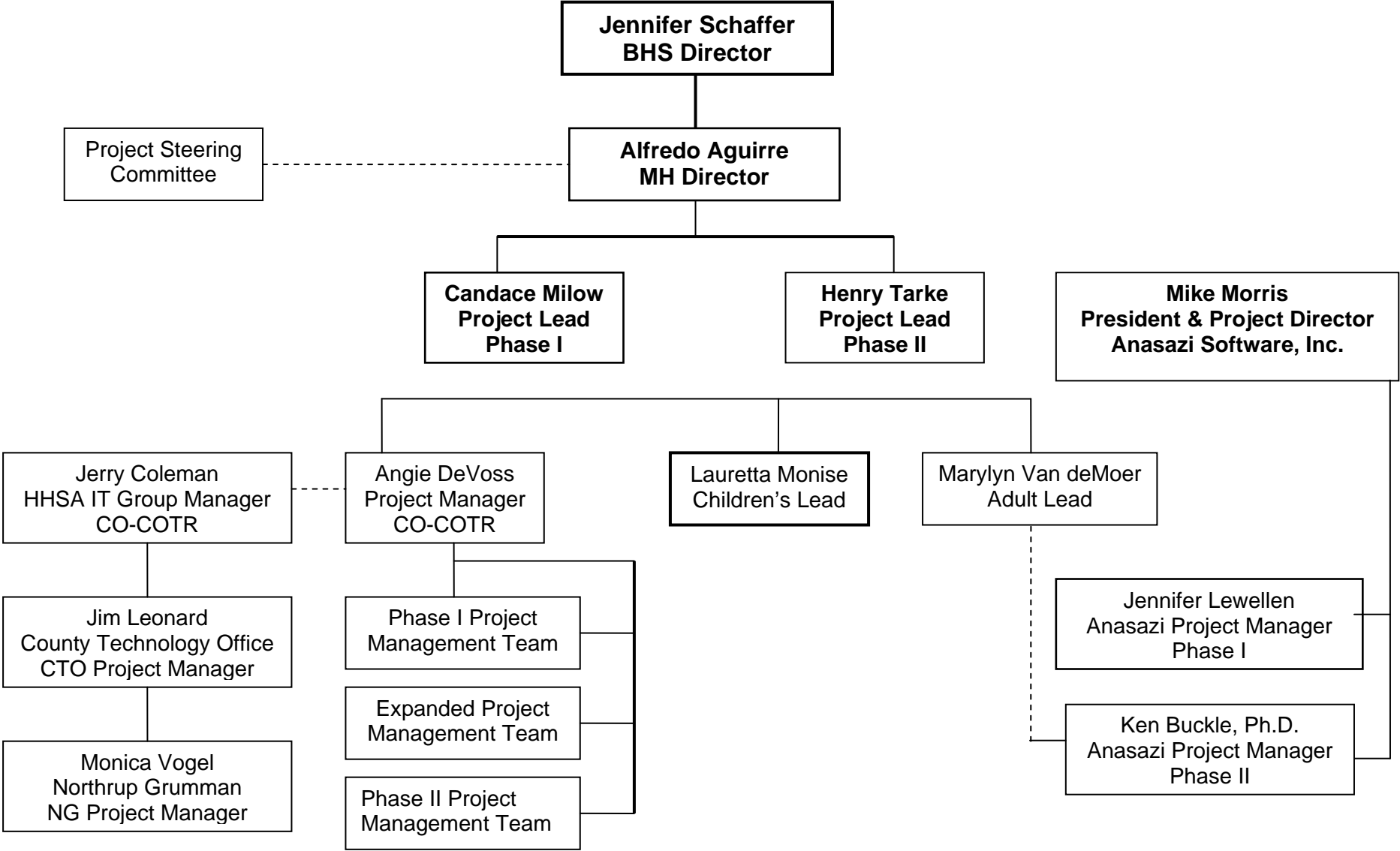
Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

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MENTAL HEALTH MANAGEMENT INFORMATION SYSTEM (MIS) PROCUREMENT
EXHIBIT C – PRICING/PAYMENT SCHEDULE

(To be inserted at time of award)

ATTACHMENT 9
MENTAL HEALTH MIS PROJECT ORGANIZATION CHART



ATTACHMENT 10 – INDEPENDENT PROJECT OVERSIGHT CONTRACT

This Contract (“Contract”) is made and entered into on Effective Date identified on the signature page by and between the County of San Diego, a political subdivision of the State of California, (“County”) and Outlook Associates, LLC (“Consultant”), with reference to the following facts:

RECITALS

- A. Pursuant to Administrative Code section 401, the County’s Director of Purchasing and Contracting is authorized to award this Contract for Independent Project Oversight Consultation for the Mental Health Management Information System Independent Project Oversight Consultation
- B. Consultant is specially trained and possesses certain skills, experience, education and competency to perform the work described herein.
- C. The Agreement shall consist of this pro forma Agreement, Exhibit A Statement of Work, A-1 Contractor’s Proposal dated October 10, 2008, Exhibit B Insurance Requirements and Exhibit C, Payment Schedule. In the event that any provision of the Pro Forma Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Pro Forma; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; Fifth (5th) Exhibit A-1.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 Standard of Performance. Consultant shall, in a good and workmanlike manner and in accordance with the highest professional standards, perform and complete the work and provide the services required of Consultant by this Contract.
- 1.2 Consultant’s Key Personnel. Consultant’s duties under this Contract shall be performed on behalf of Consultant by Sue Sirlin, Consultant’s Key Personnel. Consultant represents and warrants that (1) Consultant’s Key Personnel has fulfilled all applicable requirements of the laws of the State of California to perform the work under this Contract and has full authority to act for Consultant hereunder. Consultant’s Key Personnel shall perform the work or oversee the performance of the work described in Exhibit A, Statement of Work. Consultant’s Key Personnel shall not be changed during the Term of the Contract without County’s prior written consent. County reserves the right to terminate this Contract pursuant to section 7.1, “Termination for Default,” if Consultant’s Key Personnel should leave Consultant’s employ, or, if in County’s judgment, the work hereunder is not being performed by Consultant’s Key Personnel.
- 1.3 Independent Contractor. For all purposes under this Contract, Consultant is an independent contractor, and neither Consultant nor Consultant’s employees or subcontractors shall be deemed to be employees of County for any reasons. Consultant shall perform its obligations under this Contract according to Consultant’s own means and methods of work which shall be in the exclusive charge and under the control of Consultant, and which shall not be subject to control or supervision by County except as to the results of the work. Neither

Consultant nor Consultant's employees or subcontractors shall be entitled to any benefits to which County employees are entitled including, without limitation, overtime, retirement, workers' compensation and injury leave.

- 1.4 Consultant's Agents, Employees and Subcontractors. Consultant shall obtain, at Consultant's expense, all agents, employees and subcontractors required for Consultant to perform the services under this Contract. All such services shall be performed by Consultant's Key Personnel, or under Consultant's Key Personnel's supervision by persons authorized by law to perform such services. Retention by Consultant of any agent, employee or subcontractor shall be at Consultant's sole cost and expense, and County shall have no obligation to pay Consultant's agents, employees or subcontractors; to support any such person's or entity's claim against Consultant; or to defend Consultant against any such claim.

1.4.1 Consultant Responsibility. If Consultant uses a subcontractor for any portion of the services required under this Contract, Consultant remains primarily responsible for carrying out all the terms of this Contract, including the subcontractor's performance and insuring that the subcontractor retains and makes its records available in accordance with this Contract. Consultant shall not allow any subcontractor to enter into a sub-subcontract for services under this Contract without County's prior written consent.

1.4.2 Subcontracts. Consultant shall ensure that all subcontracts incorporate by reference the following terms of this Contract: 1.1, 1.3, 1.5, 3.2, 4.3, 4.4, 4.5, 7.1, 7.2, 7.3, 8.1, 8.3, 8.5, 8.8, 8.9, 8.10, 9.1, 9.2, 10.2, 13.1, 13.2, 15.2, 15.5, 15.6, 15.10, 15.12 and 15.16. If Consultant enters into one or more subcontracts, the subcontract(s) shall not prohibit the subcontractor from negotiating directly with and entering into a contract with County.

1.4.3 Change of Subcontractors. Before Consultant enters into any subcontract with a subcontractor not listed in Exhibit A, Statement of Work, Consultant shall obtain the written consent of the Contracting Officer's Technical Representative ("COTR"). "Subcontractor" means any entity, other than County, that furnishes services or supplies to Consultant that are relevant to this Contract other than standard commercial supplies, office space, and printing services.

- 1.5 Consultant's Equipment. Consultant has secured or shall secure at Consultant's own expense all persons, employees, labor, supplies, materials, equipment, transportation, printing and facilities, except those expressly specified herein to be furnished by County, to perform the services required under this Contract. All such services shall be performed by Consultant, or under Consultant's supervision, by persons authorized by law to perform such services.

County shall not be responsible nor be held liable for any damage to person or property resulting from the use, misuse or failure of any equipment used by Consultant or any of Consultant's employees, even though such equipment be furnished, rented or loaned to Consultant by County. The acceptance or use of any such equipment by Consultant or any of Consultant's employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify and save harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse or failure of such equipment, whether such damage be to the employee or property of Consultant, other Consultants, County, or other persons. Equipment includes, but is not limited to material, tools and machinery.

ARTICLE 2

SCOPE OF WORK

- 2.1 Statement of Work. Consultant shall perform the work described in the “Statement of Work” attached as Exhibit A to this Contract, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Contract shall prohibit the County from acquiring the same type or equivalent type of equipment or services from other sources.

ARTICLE 3

CONTRACT TERM

- 3.1 Contract Term. This Contract shall be effective on May 1, 2009 and shall terminate on June 30, 2010 (“Term”).
- 3.2 Options to Extend. At the Contracting Officer’s sole discretion, County may extend the Term of this Contract in one or more increments, for a total of four (4) years beyond the expiration of the Initial Term, but in no event shall extend beyond June 30, 2014, pursuant to Exhibit C, Payment Terms or the adjustment factor identified. Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date, that County does not intend to renew the Agreement, this Agreement will be automatically renewed for another year.

Options To Extend For One To Six Additional Months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written unilateral Agreement amendment delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

ARTICLE 4

COMPENSATION

- 4.1 Compensation. County will pay Consultant a fee not to exceed \$383,987 (“Maximum Compensation”), pursuant to Exhibit C, Payment Terms, for the satisfactory completion of the services specified in Exhibit A, Statement of Work.
- 4.1.1 Accounting System And Fiscal Monitoring. Consultant shall maintain and use an accounting and financial support system to monitor, control and verify costs.
- 4.2 Invoices and Payment.
- 4.2.1 Invoices. Payment for the work performed under this Contract shall be in accordance with Exhibit C, unless Consultant and Contracting Officer agree in writing to another payment method. Consultant shall submit invoices to the COTR as specified in Exhibit C. Consultant’s monthly invoices shall include a statement certifying whether it is in compliance with section 8.9 of this Contract.
- 4.2.2 Payments. County will pay Consultant in arrears only after receipt and approval by COTR of a properly submitted, detailed and itemized original invoice referencing the Contract number and the information specified in Exhibits A and C. Each invoice, or portion thereof, so approved and paid shall constitute full and complete compensation to Consultant for the work completed during the billing period

pursuant to Exhibit A and Exhibit C. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

4.2.3 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:

4.2.3.1. Misrepresentation. Consultant, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.

4.2.3.2 Unauthorized Actions by Consultant. Consultant took an action without receiving County's prior approval as required under this Contract.

4.2.3.3 Default. Consultant is in default of a term or condition of this Contract.

4.3 Availability of Funding. The County's obligation to make any payment under this Contract beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for payment of this Contract.

4.4 Reduction in Funding. County may terminate this Contract or reduce compensation and service levels proportionately upon 30 days' written notice to Consultant if Federal, State or County funding for this Contract ceases or is reduced before the expiration of the Term of this Contract. If funding for this Contract is reduced, County and Consultant shall meet within 10 days of written notice to Consultant of a reduction in funding to renegotiate this Contract based upon the modified level of funding. If County and Consultant fail to reach an agreement within 10 days of the first meeting, either party may terminate this Contract with 10 days written notice of termination.

If this Contract is terminated in accordance with the terms of this subsection, Consultant shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Contract. In no event shall Consultant be entitled to any loss of profits or other compensation on the terminated portion of this Contract.

4.5 Disallowance. If Consultant receives payment for work under this Contract which is later disallowed by County, Consultant shall promptly refund the disallowed amount to County on request, or, at its option, County may offset the amount disallowed from any payment due or to become due to Consultant under any Contract with County.

ARTICLE 5

CONTRACT ADMINISTRATION

5.1 County's Contracting Officer. The Director of Purchasing and Contracting is designated as the contracting officer ("Contracting Officer") and is the only County official authorized to make any changes to this Contract.

5.2 Consultant's Representative. Consultant designates the following individual as the Consultant's Representative: Patrick Gauthier, Practice Director, Outlook Associates, LLC a division of Qualis Health, 18022 Cowan, Suite 255, Irvine, CA, 92614, 949.336.1776, pgauthier@outlook-associates.com.

- 5.3 COTR. The County designates the following person as the Contracting Officer's Technical Representative ("COTR"): Heidi Shaffer, RHIA, Behavioral Health Services, 3255 Camino del Rio South, San Diego, CA 92108, 619-563-2702, Heidi.Shaffer@sdcounty.ca.gov. The COTR will administer this Contract by chairing progress meetings with Consultant, receiving and approving Consultant invoices for payment, auditing and inspecting Consultant's records, inspecting Consultant's work, and providing other technical guidance as required. The COTR is not authorized to change any terms and conditions of this Contract. Only the Contracting Officer, by issuing a properly executed amendment to this Contract, may change the terms or conditions of this Contract.
- 5.4 Administrative Adjustments. Notwithstanding any provision of this Contract to the contrary, the COTR may make Administrative Adjustments ("AA") to this Contract, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Contract Term or the Maximum Compensation. Each AA shall be in writing and shall be signed by the COTR and Consultant. All inquiries about an AA will be referred directly to the COTR.
- 5.5 Contract Progress Meeting. The COTR and other County personnel, as appropriate, will meet periodically with Consultant to review the Contract performance. At these meetings, the COTR will apprise Consultant of how County views Consultant's performance, and Consultant will apprise COTR of any problems Consultant is having. Consultant shall also notify the Contracting Officer in writing of any work being performed that Consultant considers beyond the scope of this Contract. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COTR and Consultant. If Consultant does not concur with the minutes, Consultant shall submit a written description of any area of disagreement within 10 days of the meeting. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6 **CHANGES**

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Contract, in the work to be performed, the time (i.e. hours of the day, days of the week, etc. when Consultant shall perform) and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall be modified in writing accordingly.
- 6.2 Claims. Consultant must assert any claim for adjustment under this Article within 30 days from the date of receipt by the Consultant of the notification of Change. However, if the Contracting Officer determines that the facts justify such action, the Contracting Officer may receive and act upon any such claim asserted at any time before final payment under this Contract. Where the cost of property made obsolete or excess as a result of a Change is included in Consultant's claim for adjustment, the Contracting Officer may prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact under Article 14, "Disputes," of this Contract. However, nothing in this subsection shall excuse the Consultant from proceeding with this Contract as changed.

ARTICLE 7

TERMINATION

- 7.1 **Termination For Default.** Upon Consultant's breach of this Contract, County may terminate this Contract in whole or part. Prior to termination for default, County will send Consultant written notice specifying the default. The notice will give Consultant at least 15 days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Contract immediately upon issuing oral or written notice to Consultant without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Consultant under this Contract shall become the sole and exclusive property of County. In the event of such termination, County may purchase or obtain the work elsewhere, and Consultant shall be liable for the difference between the prices for the work set forth in this Contract and the actual cost thereof to County.
- 7.1.1 If, after notice of default of this Contract it is determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued as a Termination for Convenience.
- 7.2 **Full Cost Recovery Of Investigation And Audit Costs.** Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.
- 7.3 **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this Contract for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:
- 7.3.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.3.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.3.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.3.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.3.4.1 Improperly submitted claims, or
- 7.3.4.2 Any failure to perform the work in accordance with the Statement of Work, or
- 7.3.4.3 Any breach of any term or condition of the Agreement, or
- 7.3.4.4 Any actions under any warranty, express or implied, or
- 7.3.4.5 Any claim of professional negligence, or

- 7.3.4.6 Any other matter arising from or related to this Contract, whether known, knowable or unknown before, during or after the date of termination.
- 7.3.5 County's termination of this Contract for convenience shall not preclude County from taking any action in law or equity against Consultant for any matter arising from or related to this Contract.
- 7.4 Suspension Of Work. The Contracting Officer may order Consultant, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Contracting Officer determines is in County's best interest.
- 7.5 Remedies Not Exclusive. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

ARTICLE 8

COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 **Compliance with Laws and Regulations.** *Consultant shall at all times perform its obligations hereunder in compliance with all applicable federal, State, and County laws and regulations.*
- 8.2 **Consultant's Permits and License.** *Consultant certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all applicable statutes, ordinances, and regulations, or other laws, that may apply to performance of work hereunder. County may reasonably request and review all such applications, permits, and licenses.*
- 8.3 **Equal Opportunity.** *Consultant shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that Consultant shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Consultant discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.*
- 8.4 **Affirmative Action.** *If Consultant employs 15 or more full-time permanent employees, Consultant shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished by the COTR upon request or may be obtained from the County of San Diego Internet web-site (www.sdcountry.ca.gov).*
- 8.5 **Drug and Alcohol-Free Workplace.** *In Board of Supervisors' Policy C-25, County of San Diego Drug and Alcohol Use Policy, the Board of Supervisors recognized that those who perform services or work for County under contract should perform the services or work as safely, effectively and efficiently as possible.*
- 8.5.1 Consultant and Consultant's employees, while performing work for the County, or while using County equipment:
- 8.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.5.1.2 Shall not possess, consume or be under the influence of alcohol or an illegal drug.
- 8.5.1.3 Shall not sell, offer, or provide alcohol or a drug to another person.
- 8.5.2 Section 8.5 is a material condition of this Contract. If the Contracting Officer determines that Consultant and/or Consultant's employee(s) has not complied with

section 8.5, County may terminate this Contract for default and may also terminate any other Contract Consultant has with County.

- 8.6 **Board of Supervisors' Policies.** *Consultant represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors: Board Policy B-67, which encourages the County's contractors to use products made with recycled materials, reusable products, and products designed to be recycled; and Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements. Board of Supervisors Policies are available on the County of San Diego web site.*
- 8.7 **Cartwright Act.** *Following receipt of final payment under the Contract, Consultant assigns to County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 of Part 2 of Division*
- 1.1 *7 of the Business and Professions Code, commencing with section 16700), arising from purchases of goods, materials, or work by the Consultant for sale to County under this Contract.*
- 8.8 **Hazardous Materials.** *Consultant shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Consultant shall not store any Hazardous Materials on any County property for more than 90 days or in violation of the applicable site storage limitations imposed by Environmental Law. At its sole expense, Consultant shall take all actions necessary to protect third parties, including, without limitation, employees and agents of County, from any exposure to Hazardous Materials generated or utilized in Consultant's performance under this Contract. Consultant shall report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Consultant shall not be liable to County for County's failure to comply with, or for County's violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, State and local laws, ordinances, rules, decrees, orders, regulations or court decisions (including the "common law"), relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. One such law is the Resource Conservation and Recovery Act. As used in this section, the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws; or (d) is any other material or substance for which there may be any liability, responsibility or duty on County or Consultant with respect to any third person under any Environmental Laws.*
- 8.9 **Debarment And Suspension.** *Consultant certifies that it, its principals, its employees and its subcontractors:*
- 8.9.1 *Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal Department or agency.*
- 8.9.2 *Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*

- 8.9.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.9.4 Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

ARTICLE 9

CONFLICTS OF INTEREST; CONSULTANT'S CONDUCT

- 9.1 Conflicts of Interest. Consultant presently has no interest including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Contract. Consultant shall not employ any person having any such interest in the performance of this Contract.
- 9.2 Conduct of Consultant; Privileged Information.
 - 9.2.1 Throughout the term of this Contract, Consultant shall inform County of all of Consultant's interests, if any, which are, or which the Consultant believes to be, incompatible with any interests of the County.
 - 9.2.2 Consultant shall not accept any gratuity or special favor from individuals or organizations with whom Consultant is doing business or proposing to do business, in accomplishing the work under this Contract.
 - 9.2.3 Consultant shall not use for personal gain or make other improper use of privileged information which is acquired in connection with this Contract. The term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of a contractor in advance of official announcement.
 - 9.2.4 Consultant shall not directly or indirectly offer or give any gift, gratuity, or favor to any County employee.
- 9.3 Prohibited Contracts. Consultant certifies that this Contract does not violate County Administrative Code section 67, and that Consultant is not, and will not subcontract with, any of the following:
 - 9.3.1. Persons employed by County or public agencies for which the Board of Supervisors is the governing body.
 - 9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1 serve as officers, principals, partners, or major shareholders;
 - 9.3.3 Persons who, within the immediately preceding 12 months came within the provisions of sub-section 9.3.1 and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contract, or (2) participated in any way in developing the Contract or its service specifications; and
 - 9.3.4 Profit-making firms or businesses in which the former employees described in subsection 9.3.3 serve as officers, principals, partners, or major shareholders.

- 9.4 California Political Reform Act and Government Code Section 1090 Et Seq. Consultant acknowledges that the California Political Reform Act (“Act”), Government Code section 81000 et seq., provides that consultants hired by a public agency, such as County, may be deemed to be a “public official” subject to the Act if the consultant advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified “conflicts of interest” relating to the decision. To the extent the Act applies to Consultant, Consultant shall abide by the Act. In addition, Consultant acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

ARTICLE 10

INDEMNITY AND INSURANCE

Indemnity. To the fullest extent permitted by law, County shall not be liable for, and Consultant shall defend and indemnify County and its officers, agents, employees and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Contract arising either directly or indirectly from any act, error, omission or negligence of Consultant or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Consultant shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligent act or willful misconduct of County Parties.

- 10.1 Insurance. Before executing this Contract, Consultant shall obtain at its own cost and expense, and keep in force and effect during the Term of this Contract, including all extensions, the insurance specified in Exhibit B, “Insurance Requirements.”

ARTICLE 11

AUDIT AND INSPECTION OF RECORDS

- 11.1 Audit And Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. . If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in “Government Auditing Standards,” published for the United States General Accounting Office.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.3 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.3.1 and 11.3.2, below:
- 11.3.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.3.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.4 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

ARTICLE 12

INSPECTION OF SERVICE

- 12.1 Subject to Inspection. Consultant's performance (including work, materials, supplies, equipment furnished or used and workmanship related to the performance of this Contract) shall be subject to inspection and testing by County at all times during the Term of this Contract. Consultant shall cooperate with any inspector assigned by the County to

determine whether Consultant's performance conforms to the requirements of this Contract. County shall perform such inspection in a manner that will not unduly interfere with Consultant's performance.

- 12.2 Specification and Requirements. If any work performed by Consultant does not conform to the specifications and requirements of this Contract, County may require Consultant to re-perform the work until it conforms to said specifications and requirements, at no additional cost. County may withhold payment until Consultant correctly performs the work. When the work to be performed is of such a nature that Consultant cannot correct its performance, County may require Consultant to immediately take all necessary steps to ensure that future performance of the work conforms to the requirements of this Contract; and to reduce the Maximum Compensation to reflect the reduced value of the work received by County. If Consultant fails to promptly re-perform the work or to take necessary steps to ensure that future performance of the work conforms to the specifications and requirements of this Contract, County may: a) without terminating this Contract, have the work performed by another consultant or otherwise, in conformance with the specifications of this Contract. County may charge Consultant, or withhold from payments due Consultant, any costs County incurs that are directly related to the performance of such work; or b) terminate this Contract for default.

ARTICLE 13

USE OF DOCUMENTS AND REPORTS

- 13.1 Confidential Information. All County data, reports, files, memoranda, correspondence, working papers and information relating to County business, shall be considered "confidential information" of County, whether or not the same are marked confidential or proprietary. Consultant shall protect County's confidential information in the same manner as Consultant protects its own confidential information, but in no case with less than reasonable care. Consultant shall use County's confidential information only for the purposes of this Contract and shall not disclose or release any such information to third parties with the exception of its employees or subcontractors who require access to such information to perform Consultant's work under this Contract.
- 13.2 Publication, Reproduction or Use of Materials. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials produced under this Contract, whether in printed or "electronic" format, shall be the sole and exclusive property of County. No materials produced in whole or in part under this Contract shall be subject to private use, copyright or patent right without the express prior written consent of County. Consultant shall submit reports to County in the form specified by County's Contract Representative or as may be specified elsewhere in this Contract. County may publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or any other materials prepared by Consultant under this Contract.

ARTICLE 14

DISPUTES

Notwithstanding any provision of this Contract to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Contract that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Consultant shall proceed diligently with its performance hereunder pending

resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law.

ARTICLE 15

GENERAL PROVISIONS

- 15.1 Assignment. Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County, which consent shall not be unreasonably withheld.
- 15.2 Contingency. This Contract shall bind County only when approved by the Board of Supervisors or when signed by the Director of Purchasing and Contracting.
- 15.3 Entire Contract. This Contract, together with all exhibits attached hereto and other Contracts expressly referred to herein, constitute the entire Contract between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Consultant and requests for proposals from County, are superseded by this Contract.
- 15.4 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference.
- 15.5 Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required to carry out the provisions of this Contract and the intentions of the parties.
- 15.6 Governing Law. This Contract shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California and any action brought relating to this Contract shall be held exclusively in a state court in the County of San Diego, State of California.
- 15.7 Headings. The Article captions and Section headings used in this Contract are inserted for convenience only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 15.8 Modification and Waiver. Except as otherwise provided in Article 6, "Changes," no modification, waiver, amendment or discharge of this Contract shall be valid unless the same is in writing and signed by both parties.
- 15.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Contract or played the greater role in preparing subsequent drafts, neither party shall be deemed to be the drafter of this Contract. In construing this Contract, no provision shall be construed in favor of one party on the ground that the provision was drafted by the other party.
- 15.10 No Other Inducement. The making, execution and delivery of this Contract by the parties hereto has not been induced by any representations, statements, warranties or agreements other than those expressed herein.
- 15.11 Notices. Notices required or allowed to be given under this Contract shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three business days after deposit in the U.S. Mail. All notices to County shall be sent to the COTR at the address specified in subsection 5.1. All notices to Consultant shall be sent to Consultant's Representative at the address specified in

subsection 5.2. Either party may change the name and address of the person to receive notices for that party by providing written notice of the change to the other party.

15.12Severability. If any term, provision, covenant or condition of this Contract is held to be wholly or partially invalid, void or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and every other term, provision, covenant or condition of this Contract shall be valid and enforceable to the fullest extent permitted by law.

15.13Successors. Subject to the limitations on assignment set forth in subsection 15.1 above, all terms of this Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

15.14Time. Time is of the essence of each provision of this Contract.

15.15Time Period Computation. All periods of time referred to in this Contract shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days. If the date or last date to perform any act or give any notice or approval falls on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

15.16Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Contract, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

15.17Corporation in Good Standing. If Consultant is a California corporation, Consultant warrants that it is a corporation in good standing and is currently authorized to do business in California.

15.18Sections that Survive Termination. The following sections or articles shall survive the termination of this Contract: sections 8.7, 8.8, 10.1, 11.2 and Articles 7 and 13.

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SIGNATURE PAGE

IN WITNESS WHEREOF, County and Consultant have executed this Contract effective as of the date first set forth above

COUNTY OF SAN DIEGO**OUTLOOK ASSOCIATES, LLC**

By: _____

By: _____

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting
President, Consulting Services

FOSTER C. BEALL, JR., Vice

Date: _____

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: _____

Senior Deputy

Date: _____

1. Scope of Work/Purpose

Contractor shall provide Independent Project Oversight (IPO) consultation to the County of San Diego (COSD) Department of Behavioral Health Services/Mental Health for the Mental Health Management Information System (MIS) Implementation Project. Contractor is responsible for overseeing the project status and report progress to the COSD Department of Mental Health.

2. Background Information

As part of the Information Technology System Improvement Project and Technology Guideline Plan under the Mental Health Service Act (MHSA), the COSD has contracted with Anasazi Software to implement the MIS system. California Department of Mental Health (DMH) funding requires counties to submit a quarterly project status report for each project funded by the MHSA as stated in the California Code of Regulations, Title 9, Section 3540. The project status report must continue through the project's implementation and acceptance period. Additionally, the County is required to establish an IPO who will in-turn provide oversight reports to the COSD Mental Health.

3. Goals and Objectives

Contractor shall provide the services described herein to accomplish the following goals:

- 3.1.** To oversee the project status and report progress to the COSD Department of Mental Health Director and/or the designated project lead. The accurate and timely information on the progress of the project, which will be provided by the contractor, will allow the Mental Health Director and designated project lead to make informed programmatic decisions. The IPO will provide oversight of the following IT projects approved in the MHSA Technology Plan:

- 3.1.1.** Background Review/Gap Analysis on the current status of the MIS project
- 3.1.2.** MIS project
- 3.1.3.** Consumer Access Technology Projects
- 3.1.4.** Imaging Projects
- 3.1.5.** Telepsychiatry Expansion Projects
- 3.1.6.** Option for additional support for IT Projects Funded by MHSA with the following conditions:
 - 3.1.6.1 Funding is available
 - 3.1.6.2 Contractor and County reach agreement prior to initiating support
- 3.2.** As guided by DMH Technology Program Assessment requirements, provide assessment of the County Technology Plan, including assessment of the Technology Strategic Plan and County Roadmap.
- 3.3.** Contractor shall achieve the following objectives:
 - 3.3.1.** It is the expectation of DMH that each County will establish IPO consultation as part of Information Technology Project Oversight Framework, to reduce risks and achieve a successful implementation. As the IPO, the Contractor shall serve as the County's status information consolidation point for IT projects, gathering the data and providing a monthly status report to the Mental Health Director and the IT project lead. Project Deliverables that the IPO will monitor are outlined by the California DMH and are subject to change.
 - 3.3.2.** Contractor shall review the list of Project Deliverables from the California DMH for each IT project. The complete list of project deliverables will be provided to the IPO once developed by DMH; the current list of Project Deliverables for the MIS Project are listed below:
 - 3.3.2.1. Implementation Planning For Phase
 - 3.3.2.2. Performance Business Process Re-Engineering Assessment
 - 3.3.2.3. Perform System Acceptance Tests
 - 3.3.2.4. Production Start
 - 3.3.2.5. Development of Mission Critical Enhancements
 - 3.3.2.6. Train All Staff
 - 3.3.2.7. Establishment Of Interim Assistance Desk
 - 3.3.2.8. Cutover To New Anasazi System
 - 3.3.2.9. Electronic Data Conversion-Insyst
 - 3.3.2.10. Train Providers on Service Entry
 - 3.3.2.11. Begin Deployment Training
 - 3.3.2.12. Deploy Capabilities to Administrative Staff
 - 3.3.2.13. Client Data/MCO Final Acceptance
 - 3.3.2.14. Administrator Training
 - 3.3.2.15. System Acceptance Tests
 - 3.3.2.16. Begin Deployment of HER Clinical Functionality

3.3.2.17. Final Acceptance

4. Data Collection and Reporting Requirements

4.1. The contractor shall collect and analyze all available data on the progress of the MIS project. The contractor shall contact designated COSD Department of Mental Health MIS project leads, in a timely manner that ensures the information received is accurate and relevant.

4.2. Reporting Requirements: The contractor shall provide a detailed monthly Independent Project Oversight Report (IPOR) to County of San Diego Department of Mental Health. The report shall be provided no later than (NLT) five (5) business days after the end of the month. The report shall be completed on the IPOR template provided by the California DMH. Reporting criteria is outlined by the [California DMH](#) and current requirements are listed below and are subject to change:

4.2.1. Oversight Provider Information:

4.2.1.1 Name

4.2.1.2 Organization

4.2.1.3 Phone and Email

4.2.2. Project Information:

4.2.2.1 Project Number

4.2.2.2 Department

4.2.2.3 Criticality

4.2.2.4 Agency

4.2.2.5 Last Approved Document Date

4.2.2.6 Start date

4.2.2.7 End Date

4.2.2.8 Project Manager Name

4.2.2.9 Project Manager Organization

4.2.2.10 Project Manager Phone and Email

4.2.3. Summary Current Status:

4.2.3.1 Project Phase

4.2.3.2 Planned Start Date

4.2.3.3 Planned End Date

4.2.3.4 Actual Start Date

Schedule Status; indicate if:

- Ahead of Schedule
- On Schedule
- Behind Schedule
- Comments on Schedule

4.2.4. Resource (Level of Effort); indicate if:

4.2.4.1 Fewer Resources

4.2.4.2 Within Resources

4.2.4.3 More Resources

4.2.5. Resources (Budget/Cost); indicate if:

4.2.5.1 Less Cost

4.2.5.2 Within Cost

4.2.5.3 Higher Cost

4.2.6. Quality (Client Functionality); indicate if:

4.2.6.1 Adequately Defined

4.2.6.2 Inadequately Defined

4.2.7 Quality (Architecture/System Performance)

4.2.7.1 Adequately Defined

4.2.7.2 Inadequately Defined

4.2.8. New Project Risks; list in priority order the most critical risks to completing the project within the approved schedule, budget and scope. The list will include:

4.2.8.1 Risk Identifier

4.2.8.2 Risk Statement

4.2.8.3 Risk Probability

4.2.8.4 Risk Impact

4.2.8.5 Risk Timeframe

4.2.8.6 Related Findings

4.2.9. Progress towards Addressing Prior Risks; list risks identified in the “New Project Risks” from the previous month’s report.**4.2.10.** Active Risks

4.2.10.1 Risk Identifier

4.2.10.2 Risk Probability

4.2.10.3 Risk Impact

4.2.10.4 Risk Timeframe

4.2.10.5 Status

4.2.10.6 Date Identified

4.2.10.7 IPOC Recommendation

4.2.11 Accepted/Mitigated/Closed Risks

4.2.11.1 Risk Identifier

4.2.11.2 Risk Statement

4.2.11.3 Risk Probability

4.2.11.4 Risk Impact

4.2.11.5 Risk Timeframe

4.2.11.6 Related Findings

- 4.2.12.** General Comments; any additional information that would provide clarification on the status of the project.
- 4.3.** Contractor shall prepare the [Quarterly Project Status Report](#) which is due to the California DMH. Report requirements are outlined in the California DMH IT Project guidelines and are subject to change. Current requirements are listed below:
- 4.3.1.** Project Identification Information
 - 4.3.2.** Major Milestone Status
 - 4.3.3.** Total Project Budget Information
 - 4.3.4.** Performance Measurement
 - 4.3.5.** Status / Major Accomplishments / Scheduled Activities
 - 4.3.6.** Risk And Issue Management
 - 4.3.7.** Post Implementation Evaluation Report
 - 4.3.8.** Objectives Achieved
 - 4.3.9.** Lessons Learned
 - 4.3.10.** Next Steps
- 5. Limitation Of Future Agreements Or Grants:** It is agreed by the parties to the Agreement that Contractor shall be restricted in its future Contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.
- 5.1.** If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 5.2.** Contractor shall not apply for nor accept additional payments for the same services contained in the Statement of Work.
- 6. Resources**
- 6.1.** Accessing documents on the online Technical Resource Library (TRL):
- 6.1.1.** On your browser type in TRL site:
<http://www2.sdcountry.ca.gov/hhsa/ServiceCategoryDetails.asp?ServiceAreaID=551>
 - 6.1.2.** [Organization Provider Operations Handbook Adult/Older Adult Services](#)
 - 6.1.2.1.1.** The Handbook contains info that includes:
 - 6.1.2.1.2.** Compliance
 - 6.1.2.1.3.** Quality Improvement
 - 6.1.2.1.4.** Serious Incidents
 - 6.1.2.1.5.** Drug Formulary
 - 6.1.2.1.6.** Utilization Management
 - 6.1.2.1.7.** Monthly Status Reports
 - 6.1.2.1.8.** Client Outcomes

6.1.2.1.9. Staff Qualifications

6.1.3. [Financial Eligibility and Billings Procedures Manual](#)

6.1.4. [Uniform Clinical Record and Documentation System](#)

6.2. Other online documents you may find useful:

6.2.1. County General Management System <http://www.sdcounty.ca.gov/cao/docs/completegms.pdf>

6.2.2. GAP Analysis

6.2.2.1.1. http://www2.sdcounty.ca.gov/hhsa/documents/MHSA_A1.pdf

(Gap analysis is Attachment 1)

6.2.2.1.2. <http://www2.sdcounty.ca.gov/hhsa/ServiceCategoryDetails.asp?ServiceAreaID=551> (Click on CSS Addendum from the Select Service menu)

6.2.3. DMH MHSA (Prop 63) Technology homepage:

http://www.dmh.ca.gov/Prop_63/MHSA/Technology/default.asp

6.2.4. DMH Notices:

http://www.dmh.ca.gov/Prop_63/MHSA/Publications/Notices.asp#N0809

6.2.5. Enclosure 3, Proposed Guidelines for Completing the Technological Needs Project Proposal: http://www.dmh.ca.gov/DMHDocs/docs/notices08/08-09_Enclosure_3.pdf

ARTICLE 1**INSURANCE REQUIREMENTS FOR CONTRACTORS**

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1.2 1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability required if Contractor provides or engages any type of professional services, including but not limited to medical professionals, counseling services, or legal services.

1.3 2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. Any self-retained limit shall not be greater than \$25,000 per occurrence/event without County's Risk Manager's approval. Coverage shall include contractual liability coverage. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination of completion of Contractor's work pursuant to the Contract.

1.4 3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the County's Risk Manager. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

1.5 4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

B. Primary Insurance Endorsement

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Contract entitled "Notices".

D. Severability of Interest clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

i)

1.5.1.1.1.1 GENERAL PROVISIONS

1.6 5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.

1.7 6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Contractor shall furnish certified copies of the actual required insurance policies within thirty days after commencement of Contract. Thereafter, copies of renewal policies, certificate and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any policies of insurance, which Contractor has not delivered to County.

1.8 7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

1.9 8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

1.10 9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

1.11 10. Self-Insurance

Contractor may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

1.12 11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement or work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.

- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

1.13 12. Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

1.14 13. Waiver of Subrogation

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Pro Forma Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

ARTICLE 2

FIDELITY COVERAGE

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, Fidelity coverage providing Employee Dishonesty, Forgery or Alteration, Theft, Disappearance, Destruction, and Computer Fraud coverage covering Contractors employees, officials and agents for Fidelity \$1,000,000 limit.

County shall pay Consultant in accordance with the provisions set forth below.

1. COMPENSATION. County agrees to pay Consultant the Maximum Annual Compensation per Exhibit C Payment Schedule attached for labor categories and services as attached.

- 1.1. If Consultant's office is located outside San Diego County, Consultant shall also be entitled to reimbursement for reasonable travel, lodging and meal expenses. To be eligible for reimbursement, these expenses must meet all of the criteria in this subsection. Consultant must have incurred the expenses to travel to the project site to provide one or more of the services specified in Exhibit A, Statement of Work. The reimbursable expenses shall not exceed the actual cost of airfare excluding first class fare unless approved in advance by the COTR; actual cost of rental vehicles, taxi service, etc.; and the County-authorized rates set forth in Administrative Code section 472.

1.2. Reimbursable Expenses

County will reimburse Contractor its cost for expenses required to travel to San Diego in support of fulfilling the requirements of this contract. All such expenses shall comply with Article XXVIA of the County Administrative Code, Section 472 available at (http://www.amlegal.com/sandiego_county_ca/). In the event that such travel is necessary, Contractor shall make every effort to make travel arrangements 14 days in advance of the travel date to take advantage of air fare and related travel discounts offered by airlines, hotels, restaurants, etc. First class air fare travel is not allowed under this contract.

2. CLAIM FOR PAYMENT

Consultant shall submit one claim for each month following the completion of each Deliverable listed below, including any applicable Reimbursable Expenses incurred, and Additional Services, if any, performed in relation to that Deliverable. Each claim shall identify the Deliverable to which the claim applies and the amount of compensation sought for each Deliverable or portion thereof, for Reimbursable Expenses and for authorized Additional Services, if any, performed for that Deliverable. If Consultant seeks payment for Reimbursable

Expenses, the claim shall include an itemized list of all Reimbursable Expenses related to that claim with all invoices attached. For other authorized Additional Services, Consultant shall submit no more than one claim each month that describes the Additional Services performed, the hourly rates that apply, the number of hours worked, the compensation sought and the Reimbursable Expenses (itemized with all invoices attached) incurred that month.

The COTR shall review each claim before payment. Only claims that include the information described above shall be eligible for payment. Each claim the COTR approves shall be paid and shall constitute full payment for the Deliverable for which the claim was submitted and any Reimbursable Expenses incurred and Additional Services, if any, performed.

3. PAYMENT SCHEDULE

County shall compensate Consultant for Services performed under this Agreement, based on the amount listed in the following Payment Schedule, applicable to each Deliverable that Consultant completes.

- Payments may be made in increments for each Service category.
- At no time, unless amended, maximum cost cannot be exceeded unless previously amended in contract in writing and signed by both parties.

4. COMPENSATION TABLE

4.1

FIXED-PRICE
May 1, 2009 - June 30, 2010 (Initial Term)

| (1) ITEM | (2) SOW REFERENCE | (3) DESCRIPTION | (4) HOURLY RATE | (5) NUMBER OF UNITS | (6) EXTENDED AMOUNT |
|---|-------------------------|----------------------------------|-----------------------|---------------------------|---------------------------|
| 1 | 3.1.1. | REVIEW & GAP ANALYSIS | \$335 | 56 | \$18,760 |
| 2 | 3.1.2 3. 2. 3.3. | INTERPRETATION & CONSULTATION | \$335 | 56 | \$18,760 |
| 3 | 3.1.1. 3. 2. 3.3. | DATA COLLECTION | \$335 | 56 | \$18,760 |
| 4 | 3.3. 4.1. 4.2. | REPORT WRITING | \$335 | 56 | \$18,760 |
| SUB-TOTAL ANNUAL CONTRACT LABOR AMOUNT NOT TO EXCEED | | | | | \$75,040 |

COST REIMBURSEMENT

TRAVEL REIMBURSEMENT PER PARAGRAPHS 1.1 AND 1.2 RESTRICTIONS ABOVE

Not to exceed \$11,667 from May 1, 2009 – June 30, 2010

* Contractor shall submit invoices on the 10th day of each month for the prior month's activities. Invoice will not be paid until the product has been reviewed and accepted by the COTR.

**TOTAL ANNUAL MAXIMUM CONTRACT AMOUNT FOR
LABOR AND TRAVEL:**

\$86,707

4.2

FIXED-PRICE
Payment Schedule for each option Fiscal Year beginning July 1, 2010

| (1) ITEM | (2) SOW REFERENCE | (3) DESCRIPTION | (4) HOURLY RATE | (5) NUMBER OF UNITS | (6) EXTENDED AMOUNT |
|---|-------------------------|----------------------------------|-----------------------|---------------------------|---------------------------|
| 1 | 3.1.1. | REVIEW & GAP ANALYSIS | \$335 | 48 | \$16,080 |
| 2 | 3.1.2 3. 2. 3.3. | INTERPRETATION & CONSULTATION | \$335 | 48 | \$16,080 |
| 3 | 3.1.1. 3. 2. 3.3. | DATA COLLECTION | \$335 | 48 | \$16,080 |
| 4 | 3.3. 4.1. 4.2. | REPORT WRITING | \$335 | 48 | \$16,080 |
| SUB-TOTAL ANNUAL CONTRACT LABOR AMOUNT NOT TO EXCEED | | | | | \$64,320 |

COST REIMBURSEMENT

TRAVEL REIMBURSEMENT PER PARAGRAPHS 1.1 AND 1.2 RESTRICTIONS ABOVE

Not to exceed \$10,000 for each Fiscal Year

*** Contractor shall submit invoices on the 10th day of each month for the prior month's activities. Invoice will not be paid until the product has been reviewed and accepted by the COTR.**

| | |
|---|-----------------|
| TOTAL ANNUAL MAXIMUM CONTRACT AMOUNT FOR LABOR AND TRAVEL: | \$74,320 |
|---|-----------------|

CONTRACT PO #528833**AMENDMENT #****REQ (PR) #62135 (if adding funding)****1. DEPARTMENT/DIVISION & CONTACT****DATE: 4/30/09**

Requesting Organization (Department, Division, et

HHSA - BHS

Preparer: Ramona HoggattTitle: Contract AnalystMail Stop: P531KPhone: (619) 563-2742E-Mail: Ramona.Hoggatt@sdcounty.ca.govCOTR (if different): Heidi ShafferCOTR Mail Stop: P571**2. CONTRACTOR**Name: Outlook Associates LLCAddress: 18022 Cowan, Suite 255City: IrvineState: CAZip: 92614Type of Organization: ☐ For Profit ☐ Disabled Veteran Business Enterprise ☐ Other (identify):☒ Not-for-Profit (If funding requires Non-Profit – is certification on file?) ☐**NOTE:** If this is a new contractor, you must submit a copy of the contractor's W-9 AND copy of email confirmation from the Compliance Office that they are not an excluded or debarred organization.**3. DESCRIPTION**Project/Program Title: MIS Project Independent Oversight ServicesIf new contract, summarize the services, **OR**

Contractor shall provide Independent Project Oversight (IPO) consultation to Behavioral Health Services/Mental Health for the Mental Health Management Information System (MIS) Implementation Project. Contractor is responsible for overseeing the project status and report progress to the Department of Mental Health.

If an amendment, summarize the changes.

If a competitive solicitation: Solicitation #2784; PCO Eve Babcock**4. AUTHORITY [Complete the appropriate authority section being used for this procurement action.]****a.) Admin Code 401:** Was this a competitive solicitation within the P&C Director's Admin Code procurement limits? Yes**b.) Board Authority:** Date(s) and Minute Order(s): (If sent previously to P&C, please do not send again)
Attach all pertinent Minute Orders or Board Letters for the requested contract or amendment that demonstrates that the authority exists to complete the contract action.**c.) Board Policy A-87** Attach sole source or Exemption documentation and approval. (if number unknown, contact the P&C receptionist at 858-694-2920)**1. Exemptions:** Date: Exemption Letter Number:☐

A. Utility Services

☐

B. Educational Services (A Non-Profit Providing Training Services Only)

☐

C. Public Domain (Government Entity)

☐

D. Standard Commercial Software Package (COTS)

☐

E. Equipment Maintenance Services

☐

F. Computer Software Licenses & Operating System Maintenance Services

☐

G. Disabled Veteran Business Enterprise (DVBE) owned firm under \$50,000.00

2. Sole Source (SS) Authorization: Date: SS Letter Number:**1. Contract Term****2. Current Contract Amount****3. Amendment Amount****4. New Total If Amended****5. CONTRACT TERM AND DOLLAR AMOUNT**

| | | | | |
|-----------------------------------|----------------|-----------|----|--|
| Initial Contract Term Covered by | 5/1/09-6/30/10 | \$86,707 | \$ | |
| Option Year One | 7/1/10-6/30/11 | \$74,320 | \$ | |
| Option Year Two | 7/1/11-6/30/12 | \$74,320 | \$ | |
| Option Year Three | 7/1/12-6/30/13 | \$74,320 | \$ | |
| Option Year Four | 7/1/13-6/30/14 | \$74,320 | \$ | |
| Additional Option Period (if any) | | \$37,160 | \$ | |
| Total cumulative contract amount | | \$421,147 | \$ | |

Is the Term being amended: **Yes?** ☐ **No?** ☒ If yes, what is the new end date? (with 6 month option if applicable)

Term period Not covered by E&E (if applicable): FROM: TO: Total Amount not covered by E&E:
\$

If applicable, Contract total amount including period w/o E&E: \$

CONTRACT PO #528833**AMENDMENT #****REQ (PR) #62135 (if adding funding)**

1.14.1.1.1

1.14.1.1.2 6. FINDING OF ECONOMY AND EFFICIENCY (E&E)1.14.1.1.3 Does County Charter Sections 703.10 or 916 apply to this contract? (Indicate Yes or No): Yes

☐ **No:** If no E&E required, provide current statement (written or e-mail) from County Counsel that confirms an E&E is not required for this contract.

☒ **Yes:** Complete applicable items below. (Please do not send copies of previous E&E's already processed through P&C)

If New Contract – Attach the approved E&E (original) or

If a Categorical E&E was used, indicate the type of Categorical E&E:

☐ CF 11/7/02 Min 1 year under 50K: Intermittent services, term of at least one-year, price of \$50,000 or less for the entire contract term.

☐ CF 11/7/02 Temp Services LT 90 days: Temporary services with one contractor, lasting no more than 90 consecutive days in any one-year period

☐ CF 11/7/02 Short Term Grants: Grants of a limited duration, for services to be performed within a limited amount of time, not on-going services

a) **If a Contract Amendment:** Review the last approved E&E for the contract /agreement.

☐ The amendment does not substantially change the E&E facts or savings. Explain why a new E&E is not needed: Provide the date the E&E was signed by P&C (DO NOT ATTACH PRIOR E&E COPY)

☐ The amendment does change the E&E facts or savings (see below). Attach a new approved E&E that addresses the amendment; a Factual, Categorical, or Cost E&E, or an amendment to the last E&E.

b) **Cost E&E or Factual E&E:** If a Cost or a Factual E&E was used, identify the Savings (reference most current E&E):

Projected **Contract** Costs: \$425,000

Contract **Administrative** Costs + \$25,500 (The total here should include the County Administrative costs stated in the E&E.)

Projected **County** Costs - \$1,206,116 (from the most current E&E)

Contract Savings = \$755,616

c) Does another County department provide these services? **Yes?** ☐ **No?** ☒ If yes which one?

i. Who did you contact & what is their contact information?

ii. Were they notified of these services and if so, when?

iii. Did they have the capacity and were they interested in performing these services?

7. TYPE OF CONTRACT

☐ Services to the Public ☒ Services to the County

☒ Fixed Price (F/P) ☐ Time and Materials (T&M) ☐ Pay for Performance ☐ Hybrid (FP & CR/Provisional Rate)

☐ Cost Reimbursement (C/R). If Cost Reimbursement, indicate if:

a. ☐ Department has verified that Contractor has an accounting system suitable to identify and segregate costs

b. ☐ Approved current cost allocation plan has been reviewed and is on file.

c. ☐ Other (Identify): _____

8. EXCLUSION AND DEBARMENT

- ☒ Provider is not an [excluded](#) or [debarred](#) entity (By checking this box, Program is certifying that Information has been verified and documentation is in Program contract file for audit purposes. Do not send documentation to P&C)
- ☒ Provider does not currently employ (or use as volunteers, board members, etc) [excluded](#) or [debarred](#) entities

CONTRACT PO #528833**AMENDMENT #****REQ (PR) #62135 (if adding funding)****9. NEGOTIATIONS**

a. Negotiation Team (Parties present for negotiation meeting(s) or attach copies if done by mail):

| Position | Name | Representing |
|-----------------|------------------------------------|------------------------------|
| PCO/Buyer | | |
| COTR | Heidi Shaffer | HHSA-BHS Adult Mental Health |
| Program Staff | Heidi Shaffer | HHSA-BHS Adult Mental Health |
| Contract Staff | | |
| Contractor Lead | Foster "Bud" Beall, Vice President | Outlook Associates |

b. Explain the negotiation objectives and goals achieved, what major issues were negotiated, & what was agreed: Contractor agreed to the requirements as stated in the contract agreement (Pro Forma, Exhibits, etc.).c. Was a non-standard Pro Forma used for the agreement? Yes ☐ No ☒ If yes, provide approval dates for County Counsel and Purchasing and Contracting and the names of the approving parties: _____

d. If yes to 9c above, list articles and summarize the changes: _____

e. Was a non-standard Insurance and Bonding Requirements document used? Yes ☒ No ☒ If yes, provide approval date and approving parties: _____

f. If yes to 9e above, list article(s) and summarize the changes: _____

10. FAIR AND REASONABLE PRICINGDescribe what methodology you used to determine price fair and reasonableness? How did the negotiator(s) determine that the price the County will pay is fair and reasonable or that the amended rates or other pricing that will be paid are fair, reasonable and allowable by the terms of the contract? Fair and reasonable pricing was determined by a finding of an Economy and Efficiency study approved by the County CAO.**11. COMPLIANCE WITH BOARD [POLICY A-119](#)**

Does this procurement comply with the following Board Policy A-119 requirements?

- a. Outcome or Result-Based Yes ☒ No ☐ If no, explain: _____
- b. Statement of Work Yes ☒ No ☐ If no, explain: _____
- c. Contractor Performance Yes ☒ No ☐ If no, explain: _____
- d. Selection Procedures Yes ☒ No ☐ If no, explain: _____
- e. Contract Type Yes ☒ No ☐ If no, explain: _____
- f. Multiyear Contracting Yes ☒ No ☐ If no, explain: _____

12. RESPONSIVENESS AND RESPONSIBILITYHow was the Contractor determined to be responsive and responsible? Include financial resources, ability to deliver, record of performance, integrity, organization, experience, technical competence or other factors Services were competitively procured with approval from the Source Selection Authority determined this Contractor's proposal be recommended for award.**13. ADDITIONAL INFORMATION THAT WILL SUPPORT EXECUTION OF NEW CONTRACT OR AMENDMENT DOCUMENTS ATTACHED:** Consultant Agreement competitively procured under RFP 2784.**CERTIFICATIONS**

Summary is accurate and complete. Recommend adopting the Summary as Determination and Findings to Support requested Contract Action.

PROGRAM**PROGRAM / CONTRACTS MGR.**_____
COTR Signature_____
D_____
Manager Signature_____
Date**DEPARTMENT OF PURCHASING AND CONTRACTING**

PCO's Signature

D WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

Date

7. Scope of Work/Purpose

Contractor shall provide Independent Project Oversight (IPO) consultation to the County of San Diego (COSD) Department of Behavioral Health Services/Mental Health for the Mental Health Management Information System (MIS) Implementation Project. Contractor is responsible for overseeing the project status and report progress to the COSD Department of Mental Health.

8. Background Information

As part of the Information Technology System Improvement Project and Technology Guideline Plan under the Mental Health Service Act (MHSA), the COSD has contracted with Anasazi Software to implement the MIS system. California Department of Mental Health (DMH) funding requires counties to submit a quarterly project status report for each project funded by the MHSA as stated in the California Code of Regulations, Title 9, Section 3540. The project status report must continue through the project's implementation and acceptance period. Additionally, the County is required to establish an IPO who will in-turn provide oversight reports to the COSD Mental Health.

9. Goals and Objectives

Contractor shall provide the services described herein to accomplish the following goals:

9.1. To oversee the project status and report progress to the COSD Department of Mental Health Director and/or the designated project lead. The accurate and timely information on the progress of the project, which will be provided by the contractor, will allow the Mental Health Director and designated project lead to make informed programmatic decisions. The IPO will provide oversight of the following IT projects approved in the MHSA Technology Plan:

9.1.1. Background Review/Gap Analysis on the current status of the MIS project

9.1.2. MIS project

9.1.3. Consumer Access Technology Projects

9.1.4. Imaging Projects

9.1.5. Telepsychiatry Expansion Projects

9.1.6. Option for additional support for IT Projects Funded by MHSA with the following conditions:

3.1.6.1 Funding is available

3.1.6.2 Contractor and County reach agreement prior to initiating support

9.2. As guided by DMH Technology Program Assessment requirements, provide assessment of the County Technology Plan, including assessment of the Technology Strategic Plan and County Roadmap.

9.3. Contractor shall achieve the following objectives:

9.3.1. It is the expectation of DMH that each County will establish IPO consultation as part of Information Technology Project Oversight Framework, to reduce risks and achieve a successful implementation. As the IPO, the Contractor shall serve as the County's status information consolidation point for IT projects, gathering the data and providing a monthly status report to the Mental Health Director and the IT project lead. Project Deliverables that the IPO will monitor are outlined by the California DMH and are subject to change.

9.3.2. Contractor shall review the list of Project Deliverables from the California DMH for each IT project. The complete list of project deliverables will be provided to the IPO once developed by DMH; the current list of Project Deliverables for the MIS Project are listed below:

- 9.3.2.1. Implementation Planning For Phase
- 9.3.2.2. Performance Business Process Re-Engineering Assessment
- 9.3.2.3. Perform System Acceptance Tests
- 9.3.2.4. Production Start
- 9.3.2.5. Development of Mission Critical Enhancements
- 9.3.2.6. Train All Staff
- 9.3.2.7. Establishment Of Interim Assistance Desk
- 9.3.2.8. Cutover To New Anasazi System
- 9.3.2.9. Electronic Data Conversion-Insyst
- 9.3.2.10. Train Providers on Service Entry
- 9.3.2.11. Begin Deployment Training
- 9.3.2.12. Deploy Capabilities to Administrative Staff
- 9.3.2.13. Client Data/MCO Final Acceptance
- 9.3.2.14. Administrator Training
- 9.3.2.15. System Acceptance Tests
- 9.3.2.16. Begin Deployment of HER Clinical Functionality
- 9.3.2.17. Final Acceptance

10. Data Collection and Reporting Requirements

- 4.3.** The contractor shall collect and analyze all available data on the progress of the MIS project. The contractor shall contact designated COSD Department of Mental Health MIS project leads, in a timely manner that ensures the information received is accurate and relevant.
- 4.4.** Reporting Requirements: The contractor shall provide a detailed monthly Independent Project Oversight Report (IPOR) to County of San Diego Department of Mental Health. The report shall be provided no later than (NLT) five (5) business days after the end of the month. The report shall be completed on the IPOR template provided by the California DMH. Reporting criteria is outlined by the [California DMH](#) and current requirements are listed below and are subject to change:
 - 4.4.1.** Oversight Provider Information:
 - 4.2.1.4 Name
 - 4.2.1.5 Organization
 - 4.2.1.6 Phone and Email
 - 4.4.2.** Project Information:
 - 4.2.2.11 Project Number
 - 4.2.2.12 Department
 - 4.2.2.13 Criticality
 - 4.2.2.14 Agency
 - 4.2.2.15 Last Approved Document Date
 - 4.2.2.16 Start date
 - 4.2.2.17 End Date

4.2.2.18 Project Manager Name

4.2.2.19 Project Manager Organization

4.2.2.20 Project Manager Phone and Email

4.4.3. Summary Current Status:

4.2.3.5 Project Phase

4.2.3.6 Planned Start Date

4.2.3.7 Planned End Date

4.2.3.8 Actual Start Date

Schedule Status; indicate if:

- Ahead of Schedule
- On Schedule
- Behind Schedule
- Comments on Schedule

4.4.4. Resource (Level of Effort); indicate if:

4.2.4.4 Fewer Resources

4.2.4.5 Within Resources

4.2.4.6 More Resources

4.4.5. Resources (Budget/Cost); indicate if:

4.2.5.4 Less Cost

4.2.5.5 Within Cost

4.2.5.6 Higher Cost

4.2.6. Quality (Client Functionality); indicate if:

4.2.6.3 Adequately Defined

4.2.6.4 Inadequately Defined

4.2.8. Quality (Architecture/System Performance)

4.2.7.3 Adequately Defined

4.2.7.4 Inadequately Defined

4.2.9. New Project Risks; list in priority order the most critical risks to completing the project within the approved schedule, budget and scope. The list will include:

4.2.8.7 Risk Identifier

4.2.8.8 Risk Statement

4.2.8.9 Risk Probability

4.2.8.10 Risk Impact

4.2.8.11 Risk Timeframe

4.2.8.12 Related Findings

4.2.11. Progress towards Addressing Prior Risks; list risks identified in the “New Project Risks” from the previous month’s report.

4.2.12. Active Risks

4.2.11.7 Risk Identifier

4.2.11.8 Risk Probability

4.2.11.9 Risk Impact

4.2.11.10 Risk Timeframe

4.2.11.11 Status

4.2.11.12 Date Identified

4.2.11.13 IPOC Recommendation

4.2.12 Accepted/Mitigated/Closed Risks

4.2.12.1 Risk Identifier

4.2.12.2 Risk Statement

4.2.12.3 Risk Probability

4.2.12.4 Risk Impact

4.2.12.5 Risk Timeframe

4.2.12.6 Related Findings

4.2.12. General Comments; any additional information that would provide clarification on the status of the project.

4.4. Contractor shall prepare the [Quarterly Project Status Report](#) which is due to the California DMH. Report requirements are outlined in the California DMH IT Project guidelines and are subject to change. Current requirements are listed below:

4.3.11. Project Identification Information**4.3.12.** Major Milestone Status**4.3.13.** Total Project Budget Information**4.3.14.** Performance Measurement**4.3.15.** Status / Major Accomplishments / Scheduled Activities**4.3.16.** Risk And Issue Management**4.3.17.** Post Implementation Evaluation Report**4.3.18.** Objectives Achieved**4.3.19.** Lessons Learned**4.3.20.** Next Steps

11. Limitation Of Future Agreements Or Grants: It is agreed by the parties to the Agreement that Contractor shall be restricted in its future Contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.

11.1. If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement. It is further agreed, however, that County will not, as

additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

- 11.2.** Contractor shall not apply for nor accept additional payments for the same services contained in the Statement of Work.

12. Resources

- 12.1.** Accessing documents on the online Technical Resource Library (TRL):

- 12.1.1.** On your browser type in TRL site:

<http://www2.sdcounty.ca.gov/hhsa/ServiceCategoryDetails.asp?ServiceAreaID=551>

- 12.1.2.** [Organization Provider Operations Handbook Adult/Older Adult Services](#)

12.1.2.1.1. The Handbook contains info that includes:

12.1.2.1.2. Compliance

12.1.2.1.3. Quality Improvement

12.1.2.1.4. Serious Incidents

12.1.2.1.5. Drug Formulary

12.1.2.1.6. Utilization Management

12.1.2.1.7. Monthly Status Reports

12.1.2.1.8. Client Outcomes

12.1.2.1.9. Staff Qualifications

- 12.1.3.** [Financial Eligibility and Billings Procedures Manual](#)

- 12.1.4.** [Uniform Clinical Record and Documentation System](#)

- 12.2.** Other online documents you may find useful:

- 12.2.1.** County General Management System <http://www.sdcounty.ca.gov/cao/docs/completegms.pdf>

- 12.2.2.** GAP Analysis

12.2.2.1.1. http://www2.sdcounty.ca.gov/hhsa/documents/MHSA_A1.pdf

(Gap analysis is Attachment 1)

12.2.2.1.2. <http://www2.sdcounty.ca.gov/hhsa/ServiceCategoryDetails.asp?ServiceAreaID=551> (Click on CSS Addendum from the Select Service menu)

- 12.2.3.** DMH MHSA (Prop 63) Technology homepage:

http://www.dmh.ca.gov/Prop_63/MHSA/Technology/default.asp

- 12.2.4.** DMH Notices:

http://www.dmh.ca.gov/Prop_63/MHSA/Publications/Notices.asp#N0809

- 12.2.5.** Enclosure 3, Proposed Guidelines for Completing the Technological Needs

Project Proposal: http://www.dmh.ca.gov/DMHDocs/docs/notices08/08-09_Enclosure_3.pdf

ARTICLE 1**INSURANCE REQUIREMENTS FOR CONTRACTORS**

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1.15 1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- E. Professional Liability required if Contractor provides or engages any type of professional services, including but not limited to medical professionals, counseling services, or legal services.

1.16 2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- E. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- F. Professional Liability: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. Any self-retained limit shall not be greater than \$25,000 per occurrence/event without County's Risk Manager's approval. Coverage shall include contractual liability coverage. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination of completion of Contractor's work pursuant to the Contract.

1.17 3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the County's Risk Manager. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

1.18 4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

B. Primary Insurance Endorsement

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Contract entitled "Notices".

D. Severability of Interest clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

ii)

1.18.1.1.1 GENERAL PROVISIONS

1.19 5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.

1.20 6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Contractor shall furnish certified copies of the actual required insurance policies within thirty days after commencement of Contract. Thereafter, copies of renewal policies, certificate and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any policies of insurance, which Contractor has not delivered to County.

1.21 7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

1.22 8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

1.23 9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

1.24 10. Self-Insurance

Contractor may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

1.25 11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement or work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.

- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

1.26 12. Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

1.27 13. Waiver of Subrogation

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Pro Forma Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

ARTICLE 2

FIDELITY COVERAGE

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, Fidelity coverage providing Employee Dishonesty, Forgery or Alteration, Theft, Disappearance, Destruction, and Computer Fraud coverage covering Contractors employees, officials and agents for Fidelity \$1,000,000 limit.

County shall pay Consultant in accordance with the provisions set forth below.

5. COMPENSATION. County agrees to pay Consultant the Maximum Annual Compensation per Exhibit C Payment Schedule attached for labor categories and services as attached.

5.1. If Consultant's office is located outside San Diego County, Consultant shall also be entitled to reimbursement for reasonable travel, lodging and meal expenses. To be eligible for reimbursement, these expenses must meet all of the criteria in this subsection. Consultant must have incurred the expenses to travel to the project site to provide one or more of the services specified in Exhibit A, Statement of Work. The reimbursable expenses shall not exceed the actual cost of airfare excluding first class fare unless approved in advance by the COTR; actual cost of rental vehicles, taxi service, etc.; and the County-authorized rates set forth in Administrative Code section 472.

5.2. Reimbursable Expenses

County will reimburse Contractor its cost for expenses required to travel to San Diego in support of fulfilling the requirements of this contract. All such expenses shall comply with Article XXVIA of the County Administrative Code, Section 472 available at (http://www.amlegal.com/sandiego_county_ca/). In the event that such travel is necessary, Contractor shall make every effort to make travel arrangements 14 days in advance of the travel date to take advantage of air fare and related travel discounts offered by airlines, hotels, restaurants, etc. First class air fare travel is not allowed under this contract.

6. CLAIM FOR PAYMENT

Consultant shall submit one claim for each month following the completion of each Deliverable listed below, including any applicable Reimbursable Expenses incurred, and Additional Services, if any, performed in relation to that Deliverable. Each claim shall identify the Deliverable to which the claim applies and the amount of compensation sought for each Deliverable or portion thereof, for Reimbursable Expenses and for authorized Additional Services, if any, performed for that Deliverable. If Consultant seeks payment for Reimbursable Expenses, the claim shall include an itemized list of all Reimbursable Expenses related to that claim with all invoices attached. For other authorized Additional Services, Consultant shall submit no more than one claim each month that describes the Additional Services performed, the hourly rates that apply, the number of hours worked, the compensation sought and the Reimbursable Expenses (itemized with all invoices attached) incurred that month.

The COTR shall review each claim before payment. Only claims that include the information described above shall be eligible for payment. Each claim the COTR approves shall be paid and shall constitute full payment for the Deliverable for which the claim was submitted and any Reimbursable Expenses incurred and Additional Services, if any, performed.

7. PAYMENT SCHEDULE

County shall compensate Consultant for Services performed under this Agreement, based on the amount listed in the following Payment Schedule, applicable to each Deliverable that Consultant completes.

- Payments may be made in increments for each Service category.
- At no time, unless amended, maximum cost cannot be exceeded unless previously amended in contract in writing and signed by both parties.

8. COMPENSATION TABLE

4.1

FIXED-PRICE
May 1, 2009 - June 30, 2010 (Initial Term)

| (1) ITEM | (2) SOW REFERENCE | (3) DESCRIPTION | (4) HOURLY RATE | (5) NUMBER OF UNITS | (6) EXTENDED AMOUNT |
|---|-------------------------|----------------------------------|-----------------------|---------------------------|---------------------------|
| 1 | 3.1.1. | REVIEW & GAP ANALYSIS | \$335 | 56 | \$18,760 |
| 2 | 3.1.2 3. 2. 3.3. | INTERPRETATION & CONSULTATION | \$335 | 56 | \$18,760 |
| 3 | 3.1.1. 3. 2. 3.3. | DATA COLLECTION | \$335 | 56 | \$18,760 |
| 4 | 3.3. 4.1. 4.2. | REPORT WRITING | \$335 | 56 | \$18,760 |
| SUB-TOTAL ANNUAL CONTRACT LABOR AMOUNT NOT TO EXCEED | | | | | \$75,040 |

COST REIMBURSEMENT**TRAVEL REIMBURSEMENT PER PARAGRAPHS 1.1 AND 1.2 RESTRICTIONS ABOVE**

Not to exceed \$11,667 from May 1, 2009 – June 30, 2010

* Contractor shall submit invoices on the 10th day of each month for the prior month's activities. Invoice will not be paid until the product has been reviewed and accepted by the COTR.

**TOTAL ANNUAL MAXIMUM CONTRACT AMOUNT FOR
LABOR AND TRAVEL:**

\$86,707

4.2

FIXED-PRICE
Payment Schedule for each option Fiscal Year beginning July 1, 2010

| (1) ITEM | (2) SOW REFERENCE | (3) DESCRIPTION | (4) HOURLY RATE | (5) NUMBER OF UNITS | (6) EXTENDED AMOUNT |
|---|-------------------------|----------------------------------|-----------------------|---------------------------|---------------------------|
| 1 | 3.1.1. | REVIEW & GAP ANALYSIS | \$335 | 48 | \$16,080 |
| 2 | 3.1.2 3. 2. 3.3. | INTERPRETATION & CONSULTATION | \$335 | 48 | \$16,080 |
| 3 | 3.1.1. 3. 2. 3.3. | DATA COLLECTION | \$335 | 48 | \$16,080 |
| 4 | 3.3. 4.1. 4.2. | REPORT WRITING | \$335 | 48 | \$16,080 |
| SUB-TOTAL ANNUAL CONTRACT LABOR AMOUNT NOT TO EXCEED | | | | | \$64,320 |

COST REIMBURSEMENT

TRAVEL REIMBURSEMENT PER PARAGRAPHS 1.1 AND 1.2 RESTRICTIONS ABOVE

Not to exceed \$10,000 for each Fiscal Year

*** Contractor shall submit invoices on the 10th day of each month for the prior month's activities. Invoice will not be paid until the product has been reviewed and accepted by the COTR.**

| | |
|---|-----------------|
| TOTAL ANNUAL MAXIMUM CONTRACT AMOUNT FOR LABOR AND TRAVEL: | \$74,320 |
|---|-----------------|

CONTRACT PO #528833**AMENDMENT #****REQ (PR) #62135 (if adding funding)****1. DEPARTMENT/DIVISION & CONTACT****DATE: 4/30/09**

Requesting Organization (Department, Division, et

HHSA - BHS

Preparer: Ramona HoggattTitle: Contract AnalystMail Stop: P531K

Phone: (619) 563-2742

E-Mail: Ramona.Hoggatt@sdcounty.ca.govCOTR (if different): Heidi ShafferCOTR Mail Stop: P571**2. CONTRACTOR**Name: Outlook Associates LLCAddress: 18022 Cowan, Suite 255City: IrvineState: CAZip: 92614Type of Organization: ☐ For Profit ☐ Disabled Veteran Business Enterprise ☐ Other (identify):☒ Not-for-Profit (If funding requires Non-Profit – is certification on file?) ☐**NOTE:** If this is a new contractor, you must submit a copy of the contractor's W-9 AND copy of email confirmation from the Compliance Office that they are not an excluded or debarred organization.**3. DESCRIPTION**Project/Program Title: MIS Project Independent Oversight ServicesIf new contract, summarize the services, **OR**

Contractor shall provide Independent Project Oversight (IPO) consultation to Behavioral Health Services/Mental Health for the Mental Health Management Information System (MIS) Implementation Project. Contractor is responsible for overseeing the project status and report progress to the Department of Mental Health.

If an amendment, summarize the changes.

If a competitive solicitation: Solicitation #2784; PCO Eve Babcock**4. AUTHORITY [Complete the appropriate authority section being used for this procurement action.]****a.) Admin Code 401:** Was this a competitive solicitation within the P&C Director's Admin Code procurement limits? Yes**b.) Board Authority:** Date(s) and Minute Order(s): (If sent previously to P&C, please do not send again)
Attach all pertinent Minute Orders or Board Letters for the requested contract or amendment that demonstrates that the authority exists to complete the contract action.**c.) Board Policy A-87** Attach sole source or Exemption documentation and approval. (if number unknown, contact the P&C receptionist at 858-694-2920)**1. Exemptions:** Date: Exemption Letter Number:☐

A. Utility Services

☐

B. Educational Services (A Non-Profit Providing Training Services Only)

☐

C. Public Domain (Government Entity)

☐

D. Standard Commercial Software Package (COTS)

☐

E. Equipment Maintenance Services

☐

F. Computer Software Licenses & Operating System Maintenance Services

☐

G. Disabled Veteran Business Enterprise (DVBE) owned firm under \$50,000.00

2. Sole Source (SS) Authorization: Date: SS Letter Number:**1. Contract Term****2. Current Contract Amount****3. Amendment Amount****4. New Total If Amended****5. CONTRACT TERM AND DOLLAR AMOUNT**

| | | | | |
|-----------------------------------|----------------|-----------|----|--|
| Initial Contract Term Covered by | 5/1/09-6/30/10 | \$86,707 | \$ | |
| Option Year One | 7/1/10-6/30/11 | \$74,320 | \$ | |
| Option Year Two | 7/1/11-6/30/12 | \$74,320 | \$ | |
| Option Year Three | 7/1/12-6/30/13 | \$74,320 | \$ | |
| Option Year Four | 7/1/13-6/30/14 | \$74,320 | \$ | |
| Additional Option Period (if any) | | \$37,160 | \$ | |
| Total cumulative contract amount | | \$421,147 | \$ | |

Is the Term being amended: **Yes?** ☐ **No?** ☒ If yes, what is the new end date? (with 6 month option if applicable)

Term period Not covered by E&E (if applicable): FROM: TO: Total Amount not covered by E&E:
\$

If applicable, Contract total amount including period w/o E&E: \$

CONTRACT PO #528833**AMENDMENT #****REQ (PR) #62135 (if adding funding)**

1.27.1.1.1

1.27.1.1.2 6. [FINDING OF ECONOMY AND EFFICIENCY \(E&E\)](#)1.27.1.1.3 Does [County Charter Sections 703.10 or 916](#) apply to this contract? (Indicate Yes or No): Yes

☐ **No:** If no E&E required, provide current statement (written or e-mail) from County Counsel that confirms an E&E is not required for this contract.

☒ **Yes:** Complete applicable items below. (Please do not send copies of previous E&E's already processed through P&C)

If New Contract – Attach the approved E&E (original) or

If a Categorical E&E was used, indicate the type of Categorical E&E:

☐ [CF 11/7/02 Min 1 year under 50K](#): Intermittent services, term of at least one-year, price of \$50,000 or less for the entire contract term.

☐ [CF 11/7/02 Temp Services LT 90 days](#): Temporary services with one contractor, lasting no more than 90 consecutive days in any one-year period

☐ [CF 11/7/02 Short Term Grants](#): Grants of a limited duration, for services to be performed within a limited amount of time, not on-going services

d) **If a Contract Amendment:** Review the last approved E&E for the contract /agreement.

☐ The amendment does not substantially change the E&E facts or savings. Explain why a new E&E is not needed: Provide the date the E&E was signed by P&C (DO NOT ATTACH PRIOR E&E COPY)

☐ The amendment does change the E&E facts or savings (see below). Attach a new approved E&E that addresses the amendment; a Factual, Categorical, or Cost E&E, or an amendment to the last E&E.

e) **Cost E&E or Factual E&E:** If a Cost or a Factual E&E was used, identify the Savings (reference most current E&E):

Projected **Contract** Costs: \$425,000

Contract **Administrative** Costs + \$25,500 (The total here should include the County Administrative costs stated in the E&E.)

Projected **County** Costs - \$1,206,116 (from the most current E&E)

Contract Savings = \$755,616

f) Does another County department provide these services? **Yes?** ☐ **No?** ☒ If yes which one?

i. Who did you contact & what is their contact information?

ii. Were they notified of these services and if so, when?

iii. Did they have the capacity and were they interested in performing these services?

7. TYPE OF CONTRACT

☐ Services to the Public ☒ Services to the County

☒ Fixed Price (F/P) ☐ Time and Materials (T&M) ☐ Pay for Performance ☐ Hybrid (FP & CR/Provisional Rate)

☐ Cost Reimbursement (C/R). If Cost Reimbursement, indicate if:

a. ☐ Department has verified that Contractor has an accounting system suitable to identify and segregate costs

b. ☐ Approved current cost allocation plan has been reviewed and is on file.

c. ☐ Other (Identify): _____

8. [EXCLUSION](#) AND [DEBARMENT](#)

- ☒ Provider is not an [excluded](#) or [debarred](#) entity (By checking this box, Program is certifying that Information has been verified and documentation is in Program contract file for audit purposes. Do not send documentation to P&C)
- ☒ Provider does not currently employ (or use as volunteers, board members, etc) [excluded](#) or [debarred](#) entities

CONTRACT PO #528833**AMENDMENT #****REQ (PR) #62135 (if adding funding)****9. NEGOTIATIONS**

a. Negotiation Team (Parties present for negotiation meeting(s) or attach copies if done by mail):

| Position | Name | Representing |
|-----------------|------------------------------------|------------------------------|
| PCO/Buyer | | |
| COTR | Heidi Shaffer | HHSA-BHS Adult Mental Health |
| Program Staff | Heidi Shaffer | HHSA-BHS Adult Mental Health |
| Contract Staff | | |
| Contractor Lead | Foster "Bud" Beall, Vice President | Outlook Associates |

b. Explain the negotiation objectives and goals achieved, what major issues were negotiated, & what was agreed: Contractor agreed to the requirements as stated in the contract agreement (Pro Forma, Exhibits, etc.).c. Was a non-standard Pro Forma used for the agreement? Yes ☐ No ☒ If yes, provide approval dates for County Counsel and Purchasing and Contracting and the names of the approving parties: _____d. If yes to 9c above, **list** articles and summarize the changes: _____e. Was a non-standard Insurance and Bonding Requirements document used? Yes ☒ No ☒ If yes, provide approval date and approving parties: _____

f. If yes to 9e above, list article(s) and summarize the changes: _____

10. FAIR AND REASONABLE PRICINGDescribe what methodology you used to determine price fair and reasonableness? How did the negotiator(s) determine that the price the County will pay is fair and reasonable or that the amended rates or other pricing that will be paid are fair, reasonable and allowable by the terms of the contract? Fair and reasonable pricing was determined by a finding of an Economy and Efficiency study approved by the County CAO.**11. COMPLIANCE WITH BOARD POLICY A-119**

Does this procurement comply with the following Board Policy A-119 requirements?

- a. Outcome or Result-Based Yes ☒ No ☐ If no, explain: _____
- b. Statement of Work Yes ☒ No ☐ If no, explain: _____
- c. Contractor Performance Yes ☒ No ☐ If no, explain: _____
- d. Selection Procedures Yes ☒ No ☐ If no, explain: _____
- e. Contract Type Yes ☒ No ☐ If no, explain: _____
- f. Multiyear Contracting Yes ☒ No ☐ If no, explain: _____

12. RESPONSIVENESS AND RESPONSIBILITYHow was the Contractor determined to be responsive and responsible? Include financial resources, ability to deliver, record of performance, integrity, organization, experience, technical competence or other factors Services were competitively procured with approval from the Source Selection Authority determined this Contractor's proposal be recommended for award.**14. ADDITIONAL INFORMATION THAT WILL SUPPORT EXECUTION OF NEW CONTRACT OR AMENDMENT DOCUMENTS ATTACHED:** Consultant Agreement competitively procured under RFP 2784.**CERTIFICATIONS**

Summary is accurate and complete. Recommend adopting the Summary as Determination and Findings to Support requested Contract Action.

PROGRAM**PROGRAM / CONTRACTS MGR.**

| | | | |
|---|---|----------------------------|---------------|
| _____ COTR Signature | D | _____ Manager Signature | _____ Date |
| DEPARTMENT OF PURCHASING AND CONTRACTING | | | |

| | | | |
|--------------------------|---|--|---------------|
| _____ PCO's Signature | D | _____ WINSTON F. McCOLL, Director Department of Purchasing and Contracting | _____ Date |
|--------------------------|---|--|---------------|

**ATTACHMENT 11 – INDEPENDENT PROJECT OVERSIGHT REPORT
PHASE 1**

SEE FOLLOWING PAGES

Independent Project Oversight Report

| | | |
|--|---|---|
| Project: <i>San Diego County Mental Health (MH) Management Information System (MIS)</i> | | Assessment Date: Phase 1 Completion |
| Oversight Provider Information | | |
| Oversight Leader: Sue Sirlin, CPEHR | Organization: Outlook Associates, LLC | |
| Phone Number: 888-432-0261 | Email: ssirlin@outlook-associates.com | |
| Project Information | | |
| Project Manager: Alfredo Aguirre, LCSW | Organization: San Diego County Mental Health | |
| Phone Number: 619-563-2765 | Email: alfredo.aguirre@sdcounty.ca.gov | |

Prepared by:


 Sue Sirlin - Outlook Associates IPO Consultant

November 5, 2009
 Date

Reviewed and Approved by:

 Alfredo Aguirre, Mental Health Director

 Date

Independent Project Oversight Report

| | | |
|--|--|---|
| Project: San Diego County Mental Health (MH) Management Information System (MIS) | | Assessment Date: Phase 1 Completion |
| | | Frequency: One Time |
| Oversight Provider Information | | |
| Oversight Leader: Sue Sirlin, CPEHR | | Organization: Outlook Associates, LLC |
| Phone Number: 888-432-0261 | | Email: ssirlin@outlook-associates.com |
| Project Information | | |
| Start Date: October 16, 2006 | | End Date: Ongoing |
| Project Manager: Alfredo Aguirre | | MIS Admin Services Manager: Angie BC DeVoss |
| Project Lead Phase 1: Henry Tarke Candace Milow | | Project Manager (Vendor): Mike Morris |
| Project Lead (UBH): Kim Stephens | | Project Manager (Northrop Grumman): Monica Vogel |
| Project Description | | |
| <p>Implementation of a new MH MIS to replace two legacy systems. The new system will be a single integrated system for client tracking, reporting, billing and managed care functions, and an Electronic Health Record. The new MIS will be used by over 2000 County and contracted providers in over 170 programs. Over 400,000 client records are being converted and the MIS will be used for approximately 65,000 clients on a yearly basis.</p> <p>This is a high criticality project due to estimated one-time costs, project team experience and type of information technology project, resulting in the need for independent project oversight.</p> | | |
| Summary: Current Status | | |
| Project Phase: Phase I | | |
| Planned Start Date: October 16, 2006 | | Planned End Date: February 2008 |
| Actual Start Date: October 16, 2006 | | Actual End Date: May 13, 2009 |
| <p>Overall Summary:</p> <p>Phase 1 of the MIS Implementation was not without challenges, which is not uncommon with large scale health information technology projects. There were some project management tools and techniques that may have helped keep the project more organized and better documented and are typically employed for these types of large scale IT projects with multiple stakeholders, but the first Phase of this project was successful nonetheless.</p> <p>The initial aggressive timeframe and competing activities (i.e., transition of billing form UBH to the County) ultimately resulted in a delay of the project, but this delay appears to have been</p> | | |

justified. Anasazi Software, very appropriately, cautioned the County that the longer a project gets extended, the higher the likelihood of losing momentum and ultimately cancelling the implementation project. This was a very real concern, however the County did not lose any momentum and continues with a clear and dedicated focus. It is clear that all parties will benefit extremely from a solid and successful implementation, resulting in the largest Anasazi installation in California and a County that can showcase their hard work and will be well on their way to the Integrated Information System Infrastructure vision of the State Department of Mental Health.

During Phase 1, the project appeared to struggle and could have gone way off track. Instead, the County regrouped and developed a more realistic understanding of what it would take to complete Phase 1 implementation and ultimately had a very successful and uneventful cutover.

Schedule

| | |
|---|--------------------------------------|
| Ahead-of-schedule: One or more major tasks or milestones have been completed & approved early (>5%). All other major tasks & milestones completed & approved according to plan. On-schedule: All other major tasks and milestones completed and approved according to plan. (Within 5%) Behind schedule: One or more major tasks or milestones are expected to be delayed (>5%). | Status: On-schedule |
|---|--------------------------------------|

Comments:

Measurement of schedule from initial plan to final Phase I cutover results in a > 5% delay. However, the delay was warranted and once the new Cutover date was chosen there was no variation.

Resources (Level of Effort)

| | |
|--|---|
| Fewer Resources: Completion of one or more major tasks &/or acceptable products has required or is expected to require materially (>5%) fewer hours/staff than planned. Within Resources: All major tasks have been completed & acceptable products created using the planned number of hours/staff (within 5%) More Resources: Completion of major tasks &/or acceptable products has required or is expected to require materially (>5%) more hours/staff than planned. | Status: Within Resources |
|--|---|

Comments:

Due to the delays that occurred with the project, more resources were required to support the ongoing project effort than originally planned. However, during Phase 1 the CoSD developed a more realistic view of the effort involved in the project and adjusted staffing and budgeting levels to accommodate. Based on the updated view, the level of resources are now within the planned hours.

Resources (Budget/Cost)

| | |
|--|------------------------------------|
| Less cost: The project is (>5%) under budget. Within cost: The project is within operating budget. Higher cost: Material budget increases (>5%) are likely. | Status: Less Cost |
|--|------------------------------------|

Comments:

Compared to the originally prepared budget, the project is over budget. However, compared to the extended and updated budget, the project remains well under the operating budget.

| Quality (Client Functionality) | |
|---|--|
| <p>Adequately Defined: Required client functionality is adequately defined, and is being successfully built into the system, given the current project phase.</p> <p>Inadequately Defined: One or more significant components of required client functionality are inadequately defined or not being successfully built into the system given the current project phase.</p> | <p>Status:</p> <p>Adequately Defined</p> |
| <p>Comments:</p> <p>Required functionality was defined during the procurement process and the business critical requirements for Phase 1 have been built into the system and/or are supported with external tools and workflow processes.</p> <p>The Phase 1 System Acceptance was completed on May 13, 2009, signaling the completion of the Phase.</p> | |
| Quality (Architecture/System Performance) | |
| <p>Adequately Defined: The system technical architecture is adequately defined, & modeling, benchmarking & testing are being conducted (or are planned) appropriate to the current project phase.</p> <p>Inadequately Defined: The system technical architecture is not adequately defined, & modeling, benchmarking and testing are not being conducted (or are planned) appropriate to the current project phase.</p> | <p>Status:</p> <p>Adequately Defined</p> |
| <p>Comments:</p> <p>During Phase 1 all parties have approached system design and testing with appropriate tools and techniques.</p> | |

Risk Analysis – Progress Toward Addressing Prior Risks

| Progress Toward Addressing Prior Risks | | |
|---|--|--|
| Identifier: 1 | Risk Statement: Insufficient Staffing Resources Committed to Project | |
| | <ul style="list-style-type: none"> Competing demands for County and Contractor time Staff turnover may impact project and ongoing operations | |
| Risk Assessment: Initial: Medium End of Phase: Medium | Impact: Delay in Project Completion | |
| Mitigation Plan: <ol style="list-style-type: none"> 1) Establish key priorities and activities that can be deferred or scaled back. 2) Hired additional permanent staff early in the project. 3) Consulted with Cal Win team regarding successful strategies. 4) Limit vacations during periods of high level activity. 5) Inform Agency of possibility of need for staff to work additional hours (comp time/overtime). | | |
| Comments: None | | |
| Identifier: 2 | Risk Statement: Project Management/Leadership | |
| | <ul style="list-style-type: none"> Availability of managers for decision making regarding critical project requirements | |
| Risk Assessment: Initial: High End of Phase: Low | Impact: Application does not meet County needs or is too complicated to be practical and Management focus diverted from ongoing operations | |
| Mitigation Plan: <ol style="list-style-type: none"> 1) Continuing to balance assignment of key leadership between ongoing operations and this project and developing options for coverage of critical project leadership roles . 2) Wherever possible structure implementation activities to allow time for key staff to deal with critical day to day issues. | | |
| Comments: <ul style="list-style-type: none"> Risk Level fluctuated throughout Phase 1 as project leadership changed due to retirements and prolonged vacancies. Risk Level moved to Low on October 3, 2008 following the hiring of the Administrative Services Manager Position. A key mitigation strategy that contributed to the success of the completion of Phase 1 was the assignment of MH QI Director to provide Phase I Leadership. | | |
| Identifier: | Risk Statement: Impact of process re-engineering on job | |

Outlook Associates, LLC

Adapted from State of CA, Dept of Finance IPOR, SIMM Form 45G, January 2008

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| Progress Toward Addressing Prior Risks | | |
|--|---|--|
| 3 | activities/requirements | |
| Risk Assessment: Initial: Medium End of Phase: Low | | Impact: Potential labor issues and change in job functions |
| Mitigation Plan: 1) Identify potential issues concerning impacted staff. 2) Engage contractor and labor representatives in the reengineering process. 3) Update job specs as needed. 4) Phase I completed; will need to repeat process for Phase II. | | |
| Comments: None | | |
| | | |
| Identifier: 4 | Risk Statement: Large Scale Change Management <ul style="list-style-type: none"> • Administrative and Clinical processes • Approximately 250 County and contract programs • Approximately 3000 end users | |
| Risk Assessment: Initial: Medium End of Phase: Medium | | Impact: Staff reluctance to move to new MIS, Role confusion, Loss of confidence and support for project, Lack of ownership among staff. |
| Mitigation Plan: 1) Develop and implement comprehensive communication plan. 2) Engage key stakeholders in project including contract providers, clients, County program staff, and HHSa executives. 3) Provide high quality training to end users. 4) Plan to hold special meetings to brief managers on changes prior to staff training. | | |
| Comments: None | | |
| | | |
| Identifier: 5 | Risk Statement: Concurrent Operations of Legacy and New System | |
| Risk Assessment: Initial: Medium End of Phase: Low | | Impact: Competing demands for staff with expertise in highly specialized CA public MH billing and reporting requirements, and InSyst and E-Cura applications resulting in: <ul style="list-style-type: none"> •Decrease in revenues •Failure to meet State reporting requirements •Inability to prepare necessary reports from legacy systems •Inability to respond to state fiscal audits up to 6 years after close of FY - Insufficient resources delayed completion of business process reengineering. |

| Progress Toward Addressing Prior Risks | | |
|--|--|--|
| Mitigation Plan:) Close coordination among Anasazi, NG, MH, CTO, UBH, & HHSA FSSD. Developed matrix of roles and responsibilities. 2) Continue to maintain InSyst as long as required for critical financial functions. 3) Develop plan for retaining InSyst archival data 4) Allow sufficient time for business process re-engineering prior to final acceptance of new system. | | |
| Comments: None | | |
| | | |
| Identifier: 6 | Risk Statement: Access to Anasazi Application | |
| Risk Assessment: Initial: Low End of Phase: Removed From Issues List as of 9/18/08 CBPR | Impact: Initial network installation not completed on time for critical project tasks; Contract provider access to network may be cumbersome, limitations regarding support of non county workstations, inadequate support for contractor access to network | |
| Mitigation Plan: 1) Close coordination among HHSA IT, NC, CTO 2) 2) CTO office working with NG to simplify access to application for County and non-County users 3) Explore alternative technical support options for contract provider related access | | |
| Comments: Risk removed due to - Anasazi contracted to test and resolve user access from all contract sites. | | |
| | | |
| Identifier: 7 | Risk Statement: Lack of IT Knowledge by Program Staff/IT Staff role in Application Support | |
| | <ul style="list-style-type: none">• Project management support during implementation• County project management staff have limited IT knowledge and experience | |
| Risk Assessment: Initial: Low End of Phase: Low | Impact: Time required and costs to educate IT staff, confusion regarding accountability for project success. | |
| Mitigation Plan: 1) Continue to work closely with HHSA IT and CTO office to obtain needed support. 2) Continue to promote project managers integral role 3) Increased participation by ASO MIS staff. | | |
| Comments: None | | |

| Progress Toward Addressing Prior Risks | | |
|---|---|--|
| Identifier: 8 | Risk Statement: Data Conversion from Two Legacy Applications to New System | |
| Risk Assessment: Initial: Medium End of Phase: Removed From Issues List as of 12/5/08 CBPR | Impact: Delay in cutover to Anasazi, inaccurate data in EHR and billing systems | |
| Mitigation Plan: 1) Began data conversion pilots early in project (mid April) 2) Conduct at least one 100% data conversion pilot 3) Data clean up process underway to improve accuracy of data prior to conversion. 4) Develop contingency plan for addressing entry of conversion data | | |
| Comments: Conversion pilots completed successfully and final data conversion completed on 10/1/08 | | |
| Identifier: 9 | Risk Statement: Effectiveness of Staff Training | |
| Risk Assessment: Initial: Medium End of Phase: Low | Impact: Potential for high error rate in data collection, Staff resistance, frustration and confusion, Staff may revert to inefficient workarounds | |
| Mitigation Plan: 1) Test training efficacy through multiple pilots prior to training phase 2) Test participants at conclusion of training and re-train staff who don't pass 3) Immediate on site support following deployment training 4) Distribute high quality handouts and instructions 5) Monitor error rates to identify staff needing re-training | | |
| Comments: None | | |
| Identifier: 10 | Risk Statement: Report Formatting | |
| Risk Assessment: Initial: Low End of Phase: Medium | Impact Potential for inability to meet internal & external reporting requirements, County staff lack expertise required to work with vendor to develop required reports, Contractor unable to meet reporting requirements | |

| Progress Toward Addressing Prior Risks | | |
|---|---|--|
| Mitigation Plan: 1) Conducting reports development sessions with Anasazi for key functional area and arranging for additional reports training through vendor. 2) Develop contingency plans for contractor invoices and other key activities for which reporting may be delayed. 3) Test key monitoring reports during acceptance testing. 4) Increased involvement from UBH MIS staff with reporting expertise 5) Extension of deadlines | | |
| Comments: None | | |
| | | |
| Identifier: 11 | Risk Statement: Use of Funds Earmarked for System | |
| Risk Assessment: Initial: Medium End of Phase: Removed From Issues List as of 9/18/08 CBPR | Impact Due to competing demands, pressure to use funds for other projects | |
| Mitigation Plan: 1) Clear, timely and consistent communication regarding added value of the new system 2) Clarify and stress limited uses of one time funding allocated to project | | |
| Comments: No longer perceived as a threat. Removed from Risk list. | | |
| | | |
| Identifier: 12 | Risk Statement: New Management Information System's Impact on Revenue | |
| Risk Assessment: Initial: Medium End of Phase: Removed From Issues List as of 3/2008 CBPR | Impact Potential for decrease in revenue due to transition between systems and improved business processes; may be delay in receipt of revenue | |
| Mitigation Plan: 1) Monitor revenue reimbursement in comparison to previous years. Develop early warning of variances. 2) County Counsel and Compliance reviewing billing set up prior to cutover. | | |
| Comments: This risk dropped off the list in March 2008, no explanation provided. | | |
| | | |
| Identifier: | Risk Statement: Implementation Plan | |

| Progress Toward Addressing Prior Risks | | |
|---|---|--|
| 12 A | | |
| Risk Assessment: Initial: Not on initial list Added: 9/4/08 Low End of Phase: Low | Impact Any additional delay in implementation schedule may lead to increased expenditures beyond budgeted levels | |
| Mitigation Plan: 1) Work with vendor and dedicated staff to ensure accurate timeline projections by utilizing data based on actual experience 2) Deploy adequate staff resources to mitigate effects of staff turnover and shifting priorities | | |
| Comments: Appeared on risk list on 9/4/08 CBPR as Risk #12, same as a previous risk that had been dropped off the list. | | |
| | | |
| Identifier: 13 | Risk Statement: Wait Time | |
| Risk Assessment: Initial: Not on initial list Added: 9/4/08 Low End of Phase: Low | Impact Challenges associated with implementation of new system may lead to increased client wait times for services | |
| Mitigation Plan: 1) Programs have implemented service models to ensure walk-in access for clients with higher-level needs 2) Programs are encouraged to plan appointments around MHMIS implementation schedule | | |
| Comments: None | | |
| | | |
| Identifier: 14 | Risk Statement: Financial Risk | |
| Risk Assessment: Initial: Not on initial list Added: 9/18/08 Medium End of Phase Medium | Impact: Decreased revenues due to temporary increase in workload in programs and billing being denied by the State due to errors | |

| Progress Toward Addressing Prior Risks | |
|---|--|
| | |
| Mitigation Plan: 1) Prioritize revenue and billing reports production and training to ensure that billing errors are worked and system has up to date information on revenues 2) Deploy large service providers first so that they can get back to regular provision of services | |
| Comments: None | |
| | |

Project Management Review – High Criticality Project

The following Project Management Review is submitted with this initial IPO report and will only be included in subsequent IPO reports if there is significant variation in any of the items in the checklist.

| Planning and Tracking | | |
|--|--------|---|
| Practices and Products | Status | Notes: Items Reviewed; Interviews Conducted; Demonstration |
| Have the business case, project goals, objectives, expected outcomes, key stakeholders, and sponsor(s) identified and documented? (i.e., Project Charter) | | <p>No Project Charter was provided for review.</p> <p>References to the business case, goals, objectives and outcomes are included in a variety of documents:</p> <ul style="list-style-type: none"> <u>RFP REQUEST FOR PROPOSALS (RFP) 719 MENTAL HEALTH INFORMATION SYSTEM (MIS)</u> <p>Benefits from a New Management Information System - located on CoSD website <u>County of San Diego, Mental Health Services MHSA-CSS Enhancement Narratives</u></p> <p>References to the stakeholders and sponsors are included in the monthly CBPRs and in the <u>MH MIS Phase 1 Communication Plan</u></p> |
| Has a detailed project plan with all activities (tasks), milestones, dates, and estimated hours by task loaded into project management (PM) software? Are the lowest level tasks of a short duration with measurable outcomes? | | <p>Central Desktop, a project management and collaboration tool, is being utilized.</p> <p>A narrative implementation plan and project calendar is developed by the CoSD project team and Anasazi Software; however it does not include estimated hours by task.</p> |
| Is completion of planned tasks recorded within the PM software? | | Completion of tasks is recorded in the Central Desktop. |
| Are actual hours expended by task recorded at least monthly within PM software? | | Actual hours expended are not recorded in the project management software. Actual hours are recorded and tracked via the budgeting and expense monitoring process. |
| Are estimated hours to complete by task recorded at least monthly within PM software? | | Estimated hours to complete tasks are not recorded in the project software. The County has a team that is dedicated to working on the project. When tasks are identified with estimated dates, the county determines the amount of human resources that it will take to complete the task in the allotted time and adjusts work schedules accordingly. |

| Planning and Tracking | | |
|---|--------|---|
| Practices and Products | Status | Notes: Items Reviewed; Interviews Conducted; Demonstration |
| Is there a formal staffing plan, including a current organization chart, written roles and responsibilities, plans for staff acquisition, schedule for arrival and departure of specific staff, and staff training plans | | <p>Initial project staffing plan is outlined in a 1/16/2007 document entitled <u>Budget and Staffing Requirements for the New Mental Health MIS System</u>. No subsequent staffing documents have been reviewed.</p> <p>There is no project organizational chart.</p> <p>The Roles and Responsibilities document that is in development at this writing includes go-forward roles and responsibilities, and while a very necessary document, does not delineate project roles and responsibilities.</p> <p>The <u>QUICK REFERENCE TO MH MIS TRAININGS</u> clearly documents who is getting training, when they are getting trained and why they need to be trained.</p> |
| Have project cost estimates, with supporting data for each cost category, been maintained? | | Initial project cost estimates were prepared in order to obtain MHSA IT one-time funding. |
| Are actual costs recorded and regularly compared to budgeted costs? | | Budget Documents include monthly expenditure tracking reports with detailed cost data and summary project budget data. High level budget data is included in the CBPR. |
| Is supporting data maintained for actual costs? | | Budget Documents include monthly expenditure tracking reports with detailed cost data. |
| Is completion status of work plan activities, deliverables, and milestones recorded, compared to schedule and included in a written status reporting process? | | <p>The CoSD completed the CBPR monthly as well as maintaining minutes from the various team meetings.</p> <p>Anasazi Software completed a monthly status report with overall project status, red flag issues, previous month's progress towards timeline, upcoming activities, and implementation plan modifications.</p> <p>Northrop Grumman completed a weekly project status report overall status, milestones, issues and risks.</p> |
| Are key specification documents (e.g. contracts, requirement specifications and/or contract deliverables) and software products under formal configuration control, with items to be controlled and specific staff roles and responsibilities for configuration management identified in a configuration management plan? | | <p>Contract information is tightly monitored by the COTR, with formal change orders issued for modifications and/or additions to the contract with Anasazi Software.</p> <p>The <u>Management Information System Set-Up Rationale</u> document is intended to document the decisions made in the Anasazi system set up, including security and staff set up decisions, as</p> |

| Planning and Tracking | | |
|---|--------|---|
| Practices and Products | Status | Notes: Items Reviewed; Interviews Conducted; Demonstration |
| | | well as the numerous tables. Two other documents also include rationale and set up information: <u>San Diego County Mental Health Services Anasazi User Manual</u> and <u>Financial Eligibility and Billing Procedures-Organizational Providers' Manual</u> . |
| Are issues/problems and their resolution (including assignment of specific staff responsibility for issue resolution and specific deadlines for completion of resolution activities), formally tracked? | | Anasazi reported on open items in their monthly status reports. Prior to Cutover a word document, MIS Project Priorities, was used to track activities that needed to be done by month Cutover Issues were tracked via a spreadsheet: <u>Issues Documentation – MIS Cutover</u> |
| Is user satisfaction assessed at key project milestones? | | User satisfaction was a key driver in the delay of the project. Users felt they did understand the system well enough to complete the required sign-off activities. |

| Risk Management | | |
|---|--------|--|
| Practices and Products | Status | Notes: Items Reviewed; Interviews Conducted; Demonstration |
| Is formal continuous risk management performed, including development of a written risk management plan, identification, analysis, mitigation and escalation of risks, and regular management team review of risks and mitigation progress performed? | | Initial Risk Analysis: Mental Health Management Information System Phase I – Preliminary Risks, Impacts and Mitigations Monthly Risk Analysis and Mitigation included in CBPR and MHSA Status Reports (quarterly) The County has a Risk Management process for all high risk projects. |
| Does the management team review risks and mitigation progress at least monthly? | | Management review risks in preparation for completion of the monthly CBPR. |

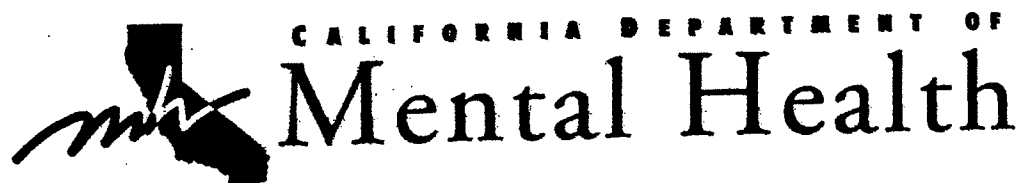
| Communication | | |
|---|--------|---|
| Practices and Products | Status | Notes: Items Reviewed; Interviews Conducted; Demonstration |
| Is there a written project communications plan? | | MH MIS Phase 1 Communication |
| Are regular written status reports prepared and provided to the project manager, department CIO (if applicable) and other key stakeholders? | | Anasazi – Project Monthly Status Reports Northrop Grumman – Weekly Project Status Reports CoSD - CBPR – Monthly Project Reports |
| Are there written escalation policies for issues and risks? | | The project is subject to the County Risk Management process. |
| Is there regular stakeholder involvement in major project decisions, issue resolution and risk mitigation? | | Stakeholders are included in the CORE Project Team Meetings, as well as other sub-team meetings. Issue resolution occurs during these meetings. Risk mitigation activities appear to coincide with the preparation of the CBPR each month and do not involve the CORE Project Team, but are reviewed and addressed by the Project Lead(s). |

| System Engineering | | |
|--|--------|--|
| Practices and Products | Status | Notes: Items Reviewed; Interviews Conducted; Demonstration |
| Are users involved throughout the project, especially in requirements specification and testing? | | Requirements specification is out of the scope of this review and will not be addressed. Testing is completed by end users in the UBH organization, the CoSD Behavioral Health Services and the CoSD billing unit. |
| Do users formally approve/sign off on written specifications? | | Acceptance Testing guidelines and processes are included in both the vendor contract and implementation documents. When the County has requested custom enhancement, design documents have been provided to the County for review and sign off. |
| Do users sign-off on acceptance test results before a new system or changes are put into production? | | Acceptance Testing guidelines and processes are included in both the vendor contract and implementation documents. |

| System Engineering | | |
|---|--------|---|
| Practices and Products | Status | Notes: Items Reviewed; Interviews Conducted; Demonstration |
| Are formal deliverable inspections performed? | | Deliverables are inspected and require approval as set forth in the contract |
| Are IV&V services used? | | No IV & V services were utilized, however acceptance procedures are carefully and formally followed and there is County level contract oversight and risk management oversight. |

**ATTACHMENT 12 – MHSA CSS ONE-TIME FUNDING REQUEST FOR
A MENTAL HEALTH INFORMATION TECHNOLOGY PROJECT**

SEE FOLLOWING PAGES



MHSA CSS Other One-Time Funding Request For A Mental Health Information Technology Project

Date: March 9, 2007

County: San Diego

IT Project Title: New Mental Health MIS Implementation
If more than one IT project, please complete one funding request for each project.

Please check one or more boxes that describe this IT project.

- ☒ New system
- ☐ Extend the number of users of an existing system
- ☐ Extend the functionality of an existing system

Please check one or more boxes that describe overall IT project objective(s).

- ☒ Supports the Client and Services Information (CSI) System
- ☐ Supports the MHSA Full Service Partner Data Collection and Reporting (DCR) System
- ☒ Improves IT system functionality used to collect and report client information

1) Overview of Solution or Product

Please provide a clear description of the solution that this funding will support.

The new Mental Health Management Information System (MIS) being implemented by San Diego County Mental Health Services will support mental health system transformation by making available a single integrated system for clinical practice management, managed care and an Electronic Health Record (EHR) for approximately 3,500 end users.

Anasazi Software, Inc was selected through a competitive procurement to provide the software as well as consultation and implementation support services. The contract with Anasazi was signed October 2006 and initial implementation planning occurred during November and December 2006.

Initial implementation will be accomplished in two overlapping phases. Phase I (December 2006-February 2008) will transition client tracking, reporting, billing and managed care functionality from two legacy applications (InSyst and eCura). Phase II, beginning March 2007, will automate the paper health record through several sub-phases including appointment scheduling and mission critical forms (progress notes and most common clinical assessments), structured treatment planning and then special homepage for physicians. It is expected that the electronic health record will continue to be developed into the future with the automation of additional clinical forms and outcome measures, etc.

Attached is a document provided to the Mental Health Board and stakeholders outlining the benefits from a new Management Information System.

2) Relationship to MHSA CSS Plan: How Does this Solution Benefit Mental Health Consumers and Families?

Describe how this solution supports your county's MHSA plans. Cite specific plan sections.

A new MIS and EHR support complex management needs and enhanced, quality clinical care: (CSS Plan sections CY-1, CY-2.1, CY-2.2, CY-3, CY- 4.1, CY-4.2, CY-5.1, CY-5.2, CY-5.3, CY-6, CY-7, CY-8, TAY-1, TAY-2, TAY-3, TAY-4, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, OA-1, OA-2, OA-3, ALL-1, ALL-2, ALL-4, TAOA-1, TAOA-2 and TAOA-3)

- Quality clinical care, care coordination, rehabilitation and wraparound principles and practices, utilization of best practices in direct services programs, client and family directed services, system development in culturally competent practices, and integration of physical and mental health care are enhanced by clinical elements embedded in the new MIS programming system.
- Mobile access to real time clinical information included in an electronic health record will greatly enhance service delivery in the direct service programs in the CSS Plan. Once the clinical functionality has been deployed (beginning in early 2008), direct service staff will be able to access and update the client's clinical record, including assessments, the client plan and progress notes while providing service in clients' homes or other locations. Direct service staff will use laptops with broad band wireless internet access to access the EHR.

A new MIS supports the enhanced data gathering, monitoring, reporting and planning needs required by MHSA: (CSS Plan sections CY-1, CY-2.1, CY-2.2, CY-3, CY- 4.1, CY-4.2, CY-5.1, CY-5.2, CY- 5.3, CY-6, CY-7, CY-8, TAY-1, TAY-2, TAY-3, TAY-4, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, OA-1, OA-2, OA-3, ALL-1, ALL-2, ALL-4, TAOA-1, TAOA-2 and TAOA-3)

An enhanced MIS supports the gathering of all added data elements and production of all needed reports for system transformation, and includes:

- Enhancements to generate all necessary service statistics and reports as required by MHSA.
- Enhancements to support heightened program oversight and client outcome/performance monitoring.
- Enhancements to support information gathering for system planning and development to reach unserved and underserved target populations.

A new MIS supports multiple operational efficiencies systemwide: (CSS Plan sections CY-1, CY-2.1, CY-2.2, CY-3, CY- 4.1, CY-4.2, CY-5.1, CY-5.2, CY- 5.3, CY-6, CY-7, CY-8, TAY-1, TAY-2, TAY-3, TAY-4, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, OA-1, OA-2, OA-3, ALL-1, ALL-2, ALL-4, TAOA-1, TAOA-2 and TAOA-3)

- Overall increased system processing speed.
- Overall increased system capacity for communication and connectivity.
- Overall increased efficiency in utilizing staff and dollar resources.

3) Relationship to County IT Strategic Plan

Describe how this solution is incorporated in your county's IT Strategic Plan.

The County of San Diego's Key Discipline for Information Technology for its 2005 -2010 Strategic Plan calls for "Using information technology systems as a tool to organize and access tremendous amounts of data to improve operational efficiency, decision making, and service to customers." The proposed project addresses the following County IT Strategic Plan guidelines:

- Invest in and fully utilize IT as a tool to improve current business processes.
- Replacement of non-automated applications and improvements in existing automated applications.
- Transition from outdated hardware to current solutions.

In addition, the County's Health and Human Services Agency has established an Electronic Client Record Committee to establish standards and oversee the development of systems for the integration of client data across health and human services programs. The new MH MIS, as the first EHR project within the agency, has served as the model for such issues as standard contract language requiring vendor commitment to meeting national EHR and interoperability standards as they are developed.

4) Interfaces to Other Systems

Describe how this solution will interface with other systems, including systems in other county agencies, if applicable.

The system has the ability to upload electronic claims to Medicare, Medi-Cal and other Payers that accept 837 format claims. It also will allow for electronically applying the 835 payment files from payers. The state MEDS file (MMEF) can be uploaded to the system as can real time 270/271 and 278 files with the State. In addition, the State CSI submission file and required OSHPD reporting can be managed and submitted from the software. The software's unique reporting capabilities allow for creation of .csv (comma delimited) files that can be added to Access, Excel or other external databases and uploaded into external systems.

5) Hardware and Software

List the hardware and software that this solution or product will use.

Hardware & Software for Direct Service Providers

- Standard PC architecture, Pentium processor or greater as required for the operating system.
- Windows 9x, Windows Me, Windows NT 4 or later, Windows 2000, Windows XP, or Windows 2003.
- Available memory as recommended for the operating system by Microsoft.
- Internet Explorer Version 5.0 or later, Netscape Navigator or Communicator Version 4.78, 6.2, or later, or Mozilla Firefox.
- VGA or SVGA video adapter with color monitor capable of 1024x768 resolution (800x600 ok for most Anasazi application interfaces, but may display certain views with scroll bars).
- Microsoft mouse or 100% compatible mouse.
- Keyboard.
- 50Mb available hard drive space.
- For network connections to the server farm, a network interface card (NIC) and the appropriate network transport software are required.
- Citrix compatible printer – Network Hewlett-Packard laser printer with network card.
- Laptop with built-in wireless or wireless air card, privacy screen, and laptop case for staff in the field.
- Docking station, monitor, keyboard, mouse, and security cable for each laptop added to existing LANs.
- Unlimited use wireless service for laptop.
- Virus protection for each device.
- High Speed internet service for each desktop or docked laptop.
- LAN drops, switches, internet wiring for each device added to existing LANs.

Hardware and Software for Network

- Wintel application servers – medium
- Wintel application servers – small
- UNIX DB server – medium
- UNIX server Preprod/Test – medium
- Citrix Access Gateway HV2000 secure appliance with 1st year maintenance
- F5 LTM 3400 Load Balancer

6) Security Management

Explain the security management that this solution or product will use. Note HIPAA compliance.

In compliance with HIPAA regulations, the system application allows for control of access to client information by program or by caseload depending on the needs of the county and the program. It also allows for tracking of staff movement within the system including which tables, views, assessments and clients accessed. There is functionality to allow extraordinary access to the client information not part of the staff's normal access and allows reporting anytime this access is attempted or granted. In addition there is the ability to document all of the HIPAA required notifications and the status of these requests.

7) One-Time and On-Going Costs

List the one-time and on-going costs associated with this solution. List the totals for hardware, software, consultants, staffing to be paid for by this request and any matching totals paid by non-MHSA sources.

Proposal is for MHSA CSS one-time funds in the amount \$5 million.

The following is a summary of the overall budget for project activities between FY 2006-07 and FY 2008-09:

- \$3.3 million in professional services for Anasazi Software license and implementation support and County IT vendor project management support.
- \$2.9 million in County and contractor temporary staffing for planning, system set up and testing, user training, etc.
- \$2 million in hardware for direct service end users, County network licenses and misc. operating expenses such as travel and printing.
- (\$3.2) million of the expected expenditures will be covered by other revenue sources.

Further details are included in Exhibit 5 a and 5 b.

One time costs for purchase of end user hardware (e.g. desk top and mobile devices) for new positions in MHSA funded programs may be funded with start up funds.

On-going costs for end users such as high speed internet access for desk top and mobile devices for MHSA funded programs will be included in operating costs.

On-going system level costs for the operation of the network and software maintenance and support will be included in the system level administrative costs covered by various funding sources.

8) Specific Objectives to be Accomplished with this Funding Request

List the specific objectives that this funding will accomplish for this solution.

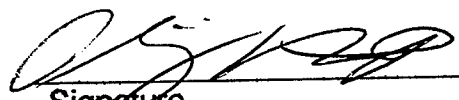
- Systemwide use of an Electronic Health Record.
- Systemwide use of controls that improve client care and outcomes, and support best practices.
- Collection and reporting of increased MHSA data elements as required by State.
- Collection of data for analysis for assessing system needs for developing future MHSA component plans.
- Overall increased speed and capacity for all information processing.
- Real-time connectivity and communication linkages among service providers.
- Faster client access to services from initial contact through service delivery.
- Billing and claiming accuracy.
- Prompt provider payments.
- HIPAA compliance.

9) Schedule of Activities

Provide the schedule of activities for this solution.


Attached is a high level project action plan section of the County internal planning document showing key milestones for software implementation. A more detailed project plan is used for day to day project management.

County Approvals for a Mental Health IT Project Using MHSA Funding

 3-29-07 Submitter
Signature Date

PHILIP A. HANGER, PhD. ASST. DEP. DIR. MH.
Printed Name Title

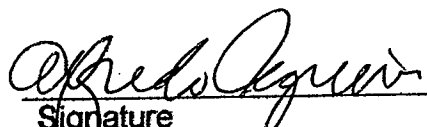
MH Chief Information Officer
(or in small counties, the person
designated as responsible for
Mental Health IT issues)

 3-29-07
Signature Date

LINDA CANNON Chief, MIS, Medical Records
Printed Name Title

 3/29/07 MH HIPAA Security Officer
Signature Date

PILAR MIRANDA INFO. SEC. MGR
Printed Name Title

 3-29-07 MH Director
Signature Date

Alfredo Aguirre MH Director
Printed Name Title

PROJECT ACTION PLAN

Project:

0

Revision Date:

March 2, 2007

County of San Diego

| Number | Major s | Dates | | | Status / Comments |
|--------|--|------------|----------|------------|-----------------------------|
| | | Target | Revision | Actual | |
| | PHASE 1 | | | | |
| 1 | Facilitated Implementation Planning | 12/19/2006 | | 12/19/2006 | Completed. |
| 2 | Base Set-Up | 3/9/2007 | | | In process and on schedule. |
| 3 | Network Installation | 3/28/2007 | | | In process and on schedule |
| 4 | Administrator Training | 5/11/2007 | | | |
| 5 | Process Re-engineering | 7/12/2007 | | | |
| 6 | Pilot Data Conversion | 7/24/2007 | | | |
| 7 | System Acceptance Tests | 8/17/2007 | | | |
| 8 | Develop Staff Seminar | 8/20/2007 | | | |
| 9 | Develop MCO Seminar | 8/23/2007 | | | |
| 10 | Cutover Decision | 8/28/2007 | | | |
| 11 | Development of Mission Critical Enhancements | 9/28/2007 | | | |
| 12 | Verify Internet access for all providers | 10/18/2007 | | | |
| 13 | Draft Service Entry Training | 10/28/2007 | | | |
| 14 | Present Staff Seminar to All Staff | 10/31/2007 | | | |
| 15 | Present MCO Seminar to all MCO Staff | 10/31/2007 | | | |
| 16 | Establish Interim Assistance Desk | 11/1/2007 | | | |

MHSA Technological Needs Plan

| | | | | | | |
|----|--|------------|--|--|--|---|
| 17 | Cutover to Anasazi | 11/1/2007 | | | | |
| 18 | Electronic Data Conversion-InSyst | 11/12/2007 | | | | |
| 19 | Cutover Team Training | 11/14/2007 | | | | |
| 20 | Begin Cutover Data Entry | 11/15/2007 | | | | |
| 21 | MCO Data Conversion-Acura | 12/2/2007 | | | | |
| 22 | Train Providers on Service Entry | 12/10/2007 | | | | |
| 23 | Begin Deployment Training | 12/26/2007 | | | | |
| 24 | Deploy Capabilities to Administrative Staff | 2/29/2008 | | | | |
| 25 | Client Data/MCO Final Acceptance | 3/20/2008 | | | | |
| | PHASE 2 | | | | | |
| 26 | Facilitated Implementation Planning | 4/4/2007 | | | | Phase II target dates tentative until after Implementation Planning is completed. |
| 27 | Administrator Training | 1/29/2008 | | | | |
| 28 | System Acceptance Tests | 3/3/2008 | | | | |
| 29 | Begin Deployment- EHR clinical functionality | 3/4/2008 | | | | |
| 32 | Final Acceptance | TBD | | | | |

Benefits from a New Management Information System

The new Management Information System (MIS) being implemented in San Diego County Mental Health Services will support mental health system transformation by making available a single integrated system for clinical practice management, managed care and an Electronic Health Record (EHR). The selected Anasazi software application will support the increased requirements of Mental Health Services Act (MHSA) program management, and will improve compliance with State and federal regulations. Planning and system development can benefit from greatly improved data. It is estimated that one-time costs for the new MIS system will be between \$8 and \$9 million, and that once fully implemented, recurring annual costs will be \$2 million.

Quality Clinical Care

- Greater consistency in service planning and interventions
- Improved coordination of care through on-line real time sharing of treatment information among service providers
- Improved access to appointments resulting in earlier assessments and treatment
- Access through the internet permitting clinicians to use the application to support clinical decision making in clients homes and other locations where services are provided
- Facilitated care coordination among client, family and multiple providers through single integrated client plan

Promoting Rehabilitation and Recovery Principles and Practices and Evidence-Based Practices

- Opportunity to improve quality of care by standardizing administrative and clinical processes consistent with evidenced-based and other proven practices
- Children's System of Care and Adult Rehabilitation and Recovery principles embedded in the EHR so that assessments and treatment planning will be aligned with those philosophies
- Includes foundation for later development of a personal health record that will give clients and families access to health information to support self care, recovery and personal health management

Operational Efficiencies

- Time and resource management through ticklers and alerts, online appointment scheduling, legible records, better, faster access to records, including real time updating of records from the field
- Immediate availability of Access and Crisis Line information to service providers

Data Gathering and Reporting/Performance Monitoring

- Application will facilitate enhanced outcome measurement at the client, program and system levels resulting in greater accountability
- System will support enhanced quality oversight through sophisticated built-in quality and compliance controls
- Application will facilitate meeting stringent reporting and performance requirements of MHSA programs

Promoting Full Compliance with State and Federal Regulations

- Has built-in controls for accurate Medi-Cal, Medicare and Third-Party Billing
- Compliant with HIPAA regulations and better management of patient privacy
- Addresses federal and State requirements for implementation of an EHR

Technical Efficiencies

- Replaces a multiple-application inefficient client data and billing system using very old character-based software, which is very cumbersome to use and runs on antiquated hardware that is increasingly difficult to maintain, with a single application system that is modern, user-friendly windows-based, and runs on modern hardware that will be accessible through the internet
- Includes funding in the MIS Project Plan to assist County and contract programs to obtain equipment and internet service needed for direct service staff to access the EHR

EXHIBIT 5a--Mental Health Services Act Community Services and Supports Budget Worksheet

County(ies): San Diego Fiscal Year: 2006-07
 Program Workplan #: OT-1 Date: 3/1/07
 Program Workplan Name: System-Wide Education, Training and Technical Enhancements Page: 1 of 6
 Type of Funding: 2. System Development Months of Operation: 6
 Proposed Total Client Capacity of Program/Service: N/A New Program/Service or Expansion: New
 Existing Client Capacity of Program/Service: N/A Prepared by: Liz Biolley
 Client Capacity of Program/Service Expanded through MHSA: N/A Telephone Number: (619) 563-2701

| | County Mental Health Department | Other Governmental Agencies | Community Mental Health Contract Providers | Total |
|---|---------------------------------|-----------------------------|--|-------------|
| A. Expenditures | | | | |
| 1. Client, Family Member and Caregiver Support Expenditures | | | | |
| a. Clothing, Food and Hygiene | | | | \$0 |
| b. Travel and Transportation | | | | \$0 |
| c. Housing | | | | |
| i. Master Leases | | | | \$0 |
| ii. Subsidies | | | | \$0 |
| iii. Vouchers | | | | \$0 |
| iv. Other Housing | | | | \$0 |
| d. Employment and Education Supports | | | | \$0 |
| e. Other Support Expenditures (provide description in budget narrative) | | | | \$0 |
| f. Total Support Expenditures | \$0 | \$0 | \$0 | \$0 |
| 2. Personnel Expenditures | | | | |
| a. Current Existing Personnel Expenditures (from Staffing Detail) | | | | \$0 |
| b. New Additional Personnel Expenditures (from Staffing Detail) | \$753,070 | | | \$753,070 |
| c. Employee Benefits | | | | \$0 |
| d. Total Personnel Expenditures | \$753,070 | \$0 | \$0 | \$753,070 |
| 3. Operating Expenditures | | | | |
| a. Professional Services | \$1,025,741 | | | \$1,025,741 |
| b. Translation and Interpreter Services | | | | \$0 |
| c. Travel and Transportation | \$600 | | | \$600 |
| d. General Office Expenditures | | | | \$0 |
| e. Rent, Utilities and Equipment | \$6,736 | | | \$6,736 |
| f. Medication and Medical Supports | | | | \$0 |
| g. Other Operating Expenses (provide description in budget narrative) | \$690,000 | | | \$690,000 |
| h. Total Operating Expenditures | \$1,723,077 | \$0 | \$0 | \$1,723,077 |
| 4. Program Management | | | | |
| a. Existing Program Management | | | | \$0 |
| b. New Program Management | | | | \$0 |
| c. Total Program Management | | \$0 | \$0 | \$0 |
| 5. Estimated Total Expenditures when service provider is not known | | | | \$0 |
| 6. Total Proposed Program Budget | \$2,476,147 | \$0 | \$0 | \$2,476,147 |
| B. Revenues | | | | |
| 1. Existing Revenues | | | | |
| a. Medi-Cal (FFP only) | | | | \$0 |
| b. Medicare/Patient Fees/Patient Insurance | | | | \$0 |
| c. Realignment | | | | \$0 |
| d. State General Funds | | | | \$0 |
| e. County Funds | | | | \$0 |
| f. Grants | | | | \$0 |
| g. Other Revenue | | | | \$0 |
| h. Total Existing Revenues | \$0 | \$0 | \$0 | \$0 |
| 2. New Revenues | | | | |
| a. Medi-Cal (FFP only) | \$371,422 | | | \$371,422 |
| b. Medicare/Patient Fees/Patient Insurance | | | | \$0 |
| c. State General Funds | | | | \$0 |
| d. Other Revenue | \$690,000 | | | \$690,000 |
| e. Total New Revenue | \$1,061,422 | \$0 | \$0 | \$1,061,422 |
| 3. Total Revenues | \$1,061,422 | \$0 | \$0 | \$1,061,422 |
| C. One-Time CSS Funding Expenditures | \$1,414,725 | | | \$1,414,725 |
| D. Total Funding Requirements | \$1,414,725 | \$0 | \$0 | \$1,414,725 |
| E. Percent of Total Funding Requirements for Full Service Partnerships | | | | |

EXHIBIT 5b--Mental Health Services Act Community Services and Supports Staffing Detail Worksheet

County(ies): San Diego Fiscal Year: 2006-2007
 Program Workplan # OT-1 Date: 3/1/07
 Program Workplan Name System-Wide Education, Training and Technical Enhancements Page: 2 of 6
 Type of Funding 2. System Development Months of Operation 6
 Proposed Total Client Capacity of Program/Service: N/A New Program/Service or Expansion New
 Existing Client Capacity of Program/Service: N/A Prepared by: Liz Biolley
 Client Capacity of Program/Service Expanded through MHSA: N/A Telephone Number: (619) 563-2701

| Classification | Function | Client, FM & CG FTEs ^{a/} | Total Number of FTEs | Salary, Wages and Overtime per FTE ^{b/} | Total Salaries, Wages and Overtime |
|---|---|------------------------------------|----------------------|--|------------------------------------|
| A. Current Existing Positions | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| Total Current Existing Positions | | 0.00 | 0.00 | | \$0 |
| B. New Additional Positions | Contractor MIS Reps (3 staff for 3 weeks; 3 staff for 3 months) | | | varies | \$107,338 |
| | MIS Project Mgmt Teams and Support (5 staff for 3 months) | | | varies | \$289,499 |
| | MIS Project Mgmt Teams and Support (7 staff for 3 months) | | | varies | \$356,233 |
| | | | | | |
| Total New Additional Positions | | 0.00 | 0.00 | | \$753,070 |
| C. Total Program Positions | | 0.00 | 0.00 | | \$753,070 |

a/ Enter the number of FTE positions that will be staffed with clients, family members or caregivers.

b/ Include any bi-lingual pay supplements (if applicable). Round each amount to the nearest whole dollar.

County(ies): San Diego

Fiscal Year: 2006-2007

Page: 3 of 6

Program Workplan #: OT-1

Date: 3/1/07

Program Workplan Name: System-Wide Education, Training & Technical Enhancements

Type of Funding: System Development

New Program/Service of Expansion: New

| <u>Line #</u> | <u>Amount</u> | <u>Description / Justification</u> |
|---------------|---------------|--|
| A 2 b | \$753,070 | New Personnel Expenditures is comprised of County and contractor temporary staffing required to backfill critical functions of permanent staff assigned to the project for an extensive period of time for planning, base set up of system, and business process re-engineering. Calculation was based on a detailed project plan with specific staffing identified for each task and hourly rates for each specific classification. |
| A 3 a | \$1,025,741 | Professional services include Anasazi Software contract deliverables for implementation and County IT vendor project management and support services |
| A 3 c | 600 | Travel and transportation is comprised of out of county travel costs to work with Anasazi software to develop system enhancements |
| A 3 e | 6,736 | Rent Utilities and Equipment is comprised of cost of laptops and air cards for temporary staff assigned to project full time. |
| A 3 g | 690,000 | Other operating expenses is comprised of licenses and other one time costs for establishment of network for new MH MIS. These costs are funded by other revenues. |
| B 2 a | 371,422 | Medi-Cal FFP represents estimated SD/MC Administration calculated @ 15% of project cost. |
| B 2 d | 690,000 | Other revenue is mental health general purpose revenue such as MH realignment |
| D | \$1,414,725 | Total Funding Requirements equals the proposed one-time CSS funding expenditures less expected revenues. |

EXHIBIT 5a--Mental Health Services Act Community Services and Supports Budget Worksheet

County(ies): San Diego Fiscal Year: 2007-08

Program Workplan #: OT-1 Date: 3/1/07

Program Workplan Name: System-Wide Education, Training and Technical Enhancements Page: 4 of 6

Type of Funding: 2. System Development Months of Operation: 12

Proposed Total Client Capacity of Program/Service: N/A New Program/Service or Expansion: New

Existing Client Capacity of Program/Service: N/A Prepared by: Liz Biolley

Client Capacity of Program/Service Expanded through MHSA: N/A Telephone Number: (619) 563-2701

| | County Mental Health Department | Other Governmental Agencies | Community Mental Health Contract Providers | Total |
|---|---------------------------------|-----------------------------|--|-------------|
| A. Expenditures | | | | |
| 1. Client, Family Member and Caregiver Support Expenditures | | | | |
| a. Clothing, Food and Hygiene | | | | \$0 |
| b. Travel and Transportation | | | | \$0 |
| c. Housing | | | | |
| i. Master Leases | | | | \$0 |
| ii. Subsidies | | | | \$0 |
| iii. Vouchers | | | | \$0 |
| iv. Other Housing | | | | \$0 |
| d. Employment and Education Supports | | | | \$0 |
| e. Other Support Expenditures (provide description in budget narrative) | | | | \$0 |
| f. Total Support Expenditures | \$0 | \$0 | \$0 | \$0 |
| 2. Personnel Expenditures | | | | |
| a. Current Existing Personnel Expenditures (from Staffing Detail) | | | | \$0 |
| b. New Additional Personnel Expenditures (from Staffing Detail) | \$2,165,104 | | | \$2,165,104 |
| c. Employee Benefits | | | | \$0 |
| d. Total Personnel Expenditures | \$2,165,104 | \$0 | \$0 | \$2,165,104 |
| 3. Operating Expenditures | | | | |
| a. Professional Services | \$2,322,080 | | | \$2,322,080 |
| b. Translation and Interpreter Services | | | | \$0 |
| c. Travel and Transportation | \$8,000 | | | \$8,000 |
| d. General Office Expenditures | \$84,000 | | | \$84,000 |
| e. Rent, Utilities and Equipment | \$27,585 | | | \$27,585 |
| f. Medication and Medical Supports | | | | \$0 |
| g. Other Operating Expenses (provide description in budget narrative) | \$1,194,283 | | | \$1,194,283 |
| h. Total Operating Expenditures | \$3,635,948 | \$0 | \$0 | \$3,635,948 |
| 4. Program Management | | | | |
| a. Existing Program Management | | | | \$0 |
| b. New Program Management | | | | \$0 |
| c. Total Program Management | | \$0 | \$0 | \$0 |
| 5. Estimated Total Expenditures when service provider is not known | | | | \$0 |
| 6. Total Proposed Program Budget | \$5,801,052 | \$0 | \$0 | \$5,801,052 |
| B. Revenues | | | | |
| 1. Existing Revenues | | | | |
| a. Medi-Cal (FFP only) | | | | \$0 |
| b. Medicare/Patient Fees/Patient Insurance | | | | \$0 |
| c. Realignment | | | | \$0 |
| d. State General Funds | | | | \$0 |
| e. County Funds | | | | \$0 |
| f. Grants | | | | \$0 |
| g. Other Revenue | | | | \$0 |
| h. Total Existing Revenues | | \$0 | \$0 | \$0 |
| 2. New Revenues | | | | |
| a. Medi-Cal (FFP only) | \$870,158 | | | \$870,158 |
| b. Medicare/Patient Fees/Patient Insurance | | | | \$0 |
| c. State General Funds | | | | \$0 |
| d. Other Revenue | \$1,345,619 | | | \$1,345,619 |
| e. Total New Revenue | \$2,215,777 | \$0 | \$0 | \$2,215,777 |
| 3. Total Revenues | \$2,215,777 | \$0 | \$0 | \$2,215,777 |
| C. One-Time CSS Funding Expenditures | \$3,800,275 | | | \$3,800,275 |
| D. Total Funding Requirements | \$3,800,275 | \$0 | \$0 | \$3,800,275 |
| E. Percent of Total Funding Requirements for Full Service Partnerships | | | | |

EXHIBIT 5b--Mental Health Services Act Community Services and Supports Staffing Detail Worksheet

County(ies): San Diego Fiscal Year: 2007-08
 Program Workplan # OT-1 Date: 3/1/07
 Program Workplan Name System-Wide Education, Training and Technical Enhancements Page: 5 of 6
 Type of Funding 2. System Development Months of Operation 12
 Proposed Total Client Capacity of Program/Service: N/A New Program/Service or Expansion New
 Existing Client Capacity of Program/Service: N/A Prepared by: Liz Biolley
 Client Capacity of Program/Service Expanded through MHSA: N/A Telephone Number: (619) 563-2701

| Classification | Function | Client, FM & CG FTEs ^{a/} | Total Number of FTEs | Salary, Wages and Overtime per FTE ^{b/} | Total Salaries, Wages and Overtime |
|---|---|------------------------------------|----------------------|--|------------------------------------|
| A. Current Existing Positions | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| | | | | | \$0 |
| Total Current Existing Positions | | 0.00 | 0.00 | | \$0 |
| B. New Additional Positions | MIS Process Re-engineering/staff seminars | | varies | varies | \$97,440 |
| | MIS Project Team (3.5 staff for 3 months) | | varies | varies | \$499,039 |
| | MIS Project Team (13.5 staff for 3 months) | | varies | varies | \$146,993 |
| | MIS Project Team (7 staff for 3 months) | | varies | varies | \$574,562 |
| | MIS Setup Team (6 staff for 6 months) | | varies | varies | |
| | MIS Administrator training, System Acceptance, Deployment | | varies | varies | \$573,600 |
| | MIS Project Team (8 staff for 6 months) | | varies | varies | \$273,470 |
| | MIS Training Team (7 staff for 6 months) | | varies | varies | |
| | | | | | \$0 |
| | | | | | \$0 |
| Total New Additional Positions | | 0.00 | 0.00 | | \$2,165,104 |
| C. Total Program Positions | | 0.00 | 0.00 | | \$2,165,104 |

a/ Enter the number of FTE positions that will be staffed with clients, family members or caregivers.

b/ Include any bi-lingual pay supplements (if applicable). Round each amount to the nearest whole dollar.

County(ies): San Diego

Fiscal Year: 2007-2008

Page: 6 of 6

Program Workplan #: OT-1

Date: 3/1/07

Program Workplan Name: System-Wide Education, Training & Technical Enhancements

Type of Funding: System Development

New Program/Service of Expansion: New

| <u>Line #</u> | <u>Amount</u> | <u>Description / Justification</u> |
|---------------|---------------|--|
| A 2 b | 2,165,104 | New Personnel Expenditures is comprised of County and contractor temporary staffing required to backfill critical functions of permanent staff assigned to the project for an extensive period of time for planning, business process re-engineering, base set up of system, and business process re-engineering, system acceptance testing, development and delivery of staff training, centralized data entry and data cleanup during cutover to new system. Calculation was based on a detailed project plan with specific staffing identified for each task and hourly rates for each specific classification. |
| A 3 a | 2,322,080 | Professional services include Anasazi Software contract deliverables for implementation and County IT vendor project management and support services |
| A 3 c | 8,000 | Travel and transportation is comprised of local travel costs for trainers to provide on-site support during deployment to programs |
| A 3 d | 84,000 | General office expenditures includes printing of training materials and other supplies required for training. |
| A 3 e | 27,585 | Rent Utilities and Equipment is comprised of cost of laptops and air cards for temporary staff assigned to project full time and fax, shredder & file cabinets required for centralized data entry during cutover |
| A 3 g | 1,194,283 | Other operating expenses is comprised of laptops and printers for direct service staff in existing programs who will be using new system for clinical documentation. These expenses will be covered by other revenues. |

Attachment 13 - MIS Phase II Implementation Plan**County of San Diego Project Plan & Statement of Work****February 5, 2009**

This Implementation Plan documents the features of the Phase II Implementation Plan as it was revised and refined during the Phase II Implementation Planning Phase. The Phase II Project Management Team used the Implementation Plan included in the Proposal as a foundation and updated that plan to include all elements needed to reflect the particular needs of the County of San Diego.

Phase 2 Detailed Implementation Plan

Phase 2 broadly includes Planning, Setup, and Deployment activities. There are five sub-phases involving setup and deployment. These are:

- (1) Early Setup/Deployment for the ASO
- (2) Scheduler Module
- (3) Mission Critical Forms - Assessments for Clinical Staff, and EPU/Hospitals
- (4) Doctor's HomePage
- (5) Treatment Plans and Progress Notes

The dates for setup and deployment for some of the sub-phases may overlap, however this has been taken into account by those assembling this plan.

6/5/07 - Phase 2: Assessment, Treatment Plan, Scheduling & Doctors HomePage Implementation

Correct implementation of an ECR offers the potential of significantly reducing the time and effort that clinical staff devotes to "paperwork". Implementing an ECR incorrectly can actually increase the workload for clinical staff and lead to the failure of the ECR implementation. The difference in correctly or incorrectly implementing an ECR is largely dependent on the effective performance of tasks that are County responsibilities. The primary principle of a correct implementation is assuring that the clinical forms closely reflect the clinical procedures. Since one of the goals is generally to have like programs use like clinical forms, that dictates that like programs use like clinical procedures. In many agencies, accomplishing this is a major task.

6/5/07 - Project Management

All project management activities on the SOW are limited to the set of services related directly to Anasazi. County of San Diego is expected to develop their own project plan for managing County of San Diego specific tasks. Use of the Anasazi SOW could speed the initial development of the County of San Diego project plan. Anasazi will be tracking all tasks documented on this SOW to assure timely completion.

Phase I Monthly Project Management services were to expire at the end of that phase in March, 2008 with the last weekly report to be delivered in April, 2008. Because Phase I was extended, it utilized Project Management services that were allotted for Phase II. Consequently, additional Project Management services for Phase II are requested by the County of San Diego in order to guide and facilitate their work.

6/27/07 - Monthly Project Meetings

In lieu of on-site monthly project meetings with Anasazi, the County of San Diego project team has requested weekly (Wednesday) phone conferences for much of the Phase II project. It is estimated that these conference calls will be 2-3 hours, and can be led by the Contractor Phase II Project Manager. Of the 106 weekly meetings, the Contractor Phase II Project Manager is scheduled be on-site for 26 of them for other project tasks, and the meeting could then be held face-to-face but may not necessarily occur on Wednesday afternoon, depending on the schedule project task. There will be written Monthly Project Reports for Phase II.

6/5/07 - Facilitated Implementation Planning Phase

County of San Diego made the decisions on setup and controls regarding use of the Anasazi Client Data and MCO Systems prior to starting the implementation planning for the Assessment, Treatment Planning and Scheduling Systems as all systems closely integrate with each other and the Client Data System is effectively the foundation for the remaining systems.

To Anasazi this is the most important sub-phase of the entire project. Anasazi and County of San Diego agreed to a tentative SOW prior to executing the agreement. This sub-phase is devoted to presenting the proposed SOW to County of San Diego management in great detail, demonstrating the Assessment and Treatment Plan Systems to County of San Diego clinical management to assist them in understanding the normal operation of the software, reviewing the requirements and Deliverables of County of San Diego, and in revising the SOW as needed to accommodate the needs of County of San Diego.

The Deliverable of this sub-phase will be a mutually agreed final work plan revised as necessary to meet the needs of San Diego County.

Due to the illness of the designated Phase II Project Manager, County requested the start of the Phase II tasks of the Implementation be delayed until June 5th. The revised schedule for the Phase II Implementation Planning Phase generally limits the meetings to three or four days a week with the Phase II Implementation Plan Presentation and Approval meeting scheduled for June 29th. The revised Implementation Plan addresses rescheduling of all other Phase II tasks.

Due to the delay in the Phase I Implementation County requested that the Phase II Implementation Services cease in August of 2007. The reschedule of the Phase II Implementation was accomplished over the fall of 2008 with a restart of the Phase II Implementation planned for December 2008.

6/5/07 - Facilitated Implementation Planning & Demo

The Assessment and Treatment Plan Systems will have a similar Facilitated Implementation Planning Meeting as the Client Data System, i.e. Pre-Conversion Planning integrated with a Familiarization Demonstration. In most cases, you will have determined prior to this meeting if the Assessment and Treatment Plan Wizard forms will largely meet your needs, or if you require an Organization Driven Re-engineering implementation.

6/28/07 - Doc Implementation Schedule & County of San Diego Specific Req's

The Anasazi and County of San Diego project managers will jointly refine the SOW to reflect the revisions to the SOW.

6/29/07 - Presentation & Approval of Implementation Plan

The Anasazi and County of San Diego project managers will jointly present the revised SOW to the ATP/SC Management Team, refine the SOW as requested, and the County of San Diego ATP/SC Management Team will approve the revised SOW as a Deliverable.

6/29/07 - Facilitated Implementation Planning Milestone**7/9/07 to 9/2/11 - Setup and Deployment Phase**

The primary consideration for Facilitated Setup is for County of San Diego to determine what mission critical forms they wish to initially automate, how those will integrate with the clinical procedures and the treatment protocol of approved Problems, Goals, Objective and Interventions for the Anasazi Treatment Plan System. Anasazi will facilitate a process to assist County of San Diego in rapidly refining their clinical processes as they relate to mission critical forms, documenting those processes, refining the Wizard forms to mirror those clinical processes, and refining a structured treatment protocol.

The County has directed that all setup be performed initially in a TEST environment and, upon completion of Administrator Training of each Module, the setup would then need to be repeated in the LIVE environment. Repeating the setup tasks results in a different set of data entry errors for which the County would then need to repeat the County only tasks of QA of Data Entry. The LIVE environment would continue to be copied to a TEST environment for each Module's Acceptance Testing.

The County has also established that the copy from the LIVE environment in each case will be performed on Thursdays.

7/9/07 to 4/26/09 - Early Setup/Deployment Sub-Phase for the Administrative Services Organization (ASO)

A sub-phase was performed because the ASO must be deployed early. This was due to the UBH contract being up for renewal in July 2008. This sub-phase will include the same project steps that occur in the larger sub-phase for deployment to outpatient programs. ASO performs Utilization Management functions during regular business hours, but the Access Crisis Line (ACL) functions occur around the clock and every day of the year—which presents unique challenges for training, deployment, and support. After setup is complete, ASO staff will shift their focus temporarily to Phase I activities. ASO will be ready to begin deployment immediately after Phase I Deployment is finished. Deployment at the ASO is scheduled to be completed well in advance of the end of the current contract with UBH.

7/9/07 - ASO Flowcharting Seminar

A condensed single day seminar will be presented by Anasazi for ASO staff with Anasazi's recommended approach for recording the processes involved in clinical documentation of mission critical forms. In addition during the seminar, a plan for accomplishing the flowcharting task at the ASO will be developed. The deliverable for this step is an agreed-upon method for completing ASO flowcharts.

7/10/07 - ASO Flowcharting of Clinical Procedures

Because of the small number of mission critical forms to be developed for the ASO, the flowcharting of clinical processes around these should be accomplished in seven work days or less. The starting point is to examine the current processes, but ultimately to identify how the work would be completed electronically in the Anasazi system. The Anasazi Phase II Project Leader will facilitate the first two days of this process, and then the team will complete this task by themselves. The deliverable for this step is a draft set of flowcharts for the mission critical ASO forms.

7/19/07 - ASO Facilitated Documentation of Flowchart and Clinical Procedures

Based on the work done in the previous step, the team led by the Anasazi Phase II Project Manager will devote four work days to formally documenting the agreed upon processes for the mission critical forms. This documentation will be important later during the forms revisions process and then again during

training and deployment at the ASO. Documentation of processes ensures that staff has clear instructions as to how to do their work.

7/26/07 - Determine Revisions to ASO Forms (Customer Only Task)

The team will make revisions to the current mission critical forms. These revisions are necessary in order to synchronize the question database items among various forms used by the ASO, as well as those that might be used by other parts of the county programs. The new forms will match the flowcharts developed in the previous step. The deliverable at the end of this ten day task is a well defined and detailed set of mocked up forms with clear instructions for formatting.

8/9/07 - Revise ASO Forms

Based on the forms revisions set of mock-ups developed in the previous step, an Anasazi developer will devote four days making an initial build of this set of mission critical assessments. The deliverable for this step is a demonstration system containing this set of ASO assessments, and printed copies for the demonstration/authorization meeting.

8/15/07 - ASO Forms Demonstration and Authorization

The Anasazi Phase II Project Manager will devote a day to demonstrating the ASO's forms from an Anasazi demonstration system so that the team can verify that these assessments were built according to the mock-up specifications. This does not take the place of Acceptance Testing. It is important to note that this is not a time to make further revisions to forms nor is it a time to change flowcharts. This step is only to ensure that Anasazi built the assessments according to the mock-ups. It is assumed that only minor problems, if any, would be identified. The deliverables for this task are detailed notes regarding any identified errors and the corrections needed.

8/16/07 - Polish ASO Forms

The Anasazi Developer will make any required corrections to the ASO forms within two business days. The deliverable for this task is a printed set of the assessments for the ASO documenting the corrected forms.

1/6/09 - Repeat ASO Forms Demonstration

This service was requested by the County project team since over a year has passed since the original ASO Clinical Forms Approval (August, 2007). Because the planned event took place last year, this review is considered an additional service and is highly recommended by Anasazi Software to ensure that the forms still match the ASO's clinical business processes and data gathering needs. This service could be provided by Anasazi Software's Phase II Project Manager and take place across 2 days in January, 2009.

1/8/09 - ASO Deployment Planning

The ASO Deployment team, led by the Anasazi Phase II Project Manager, will spend a day developing a detailed ASO Deployment Plan for the ASO Mission Critical assessments. Because the ASO operates around the clock (always open for calls), careful coordination and planning will be necessary for training and support. It is anticipated that some planning for deployment will have occurred by the ASO prior to this date, as staff will need to arrange their work schedules accordingly. However, this day is reserved to review the plan and make any last-minute revisions. The deliverable for this task is the detailed deployment and support plan for the ASO.

1/9/09 - Repeat Polish ASO Forms

Anticipating that there may be minor modifications necessary upon review during Clinical Forms Approval, the County team has requested that these modifications be made during the ASO setup prior to deployment. Anasazi Software agrees with this approach and recommends that this be conducted under

the supervision of Anasazi's Phase II Project Manager, estimating that it would take place across 7 days in January 2009. Additional time in the Project Calendar could be set aside to accommodate the possibility that these revisions might be more extensive than anticipated. Because this original service was already provided in July, 2007, it is considered an additional service.

1/16/09 - Install System to Non-Production Environment

An Anasazi technician will install the pages for the ASO's new Assessments into the County's non-production environment. All users must be out of the target environment in order for this installation to take place.

1/20/09 - QA ASO Tables (Customer Only Task)

Contractor will have setup all tables required for the ASO Mission Critical Forms according to the documented setup as provided by the County and will have performed a quality assurance to verify the form and related table setup reflects the documentation provided by County. One of the lessons learned during Phase I is that it is beneficial for the County to perform their own quality assurance to re-verify that the data entry matched their change documentation and that the table setup appeared reasonable. County will have four working days scheduled for this task.

2/3/09 - ASO Administrator Training

A team will be trained in a two-day event by the Anasazi Phase II Project Manager on the basic functionality for completing assessments in the Anasazi system. This is a "hands-on" the keyboard type of training in a computer lab. All staff that will be involved in ASO Module Acceptance Testing must attend this Administrator Training. The deliverable for this task is adequate training of a team of individuals on the basics of completing assessments in the Anasazi system.

2/5/09 - ASO Testing in Test Environment (Customer Only Task)

The ASO intends to test the new Assessments in the same non-production environment used for Administrator Training. If any corrections are identified by the County via recording Change Forms, Anasazi will make the corrections in Anasazi's development system prior to installation as well as in the County's non-production environment. Five days are scheduled for this task. County and Contractor have agreed that only corrections will be applied until after the ASO Module is in production. Changes for revisions of forms can be requested via Change Forms after that time. Contractor will apply any such changes for revisions of forms as a Support Service under the Support Agreement. County will be responsible for modifications to forms once the Forms Development Training has been performed.

2/12/09 - Install System to Live Environment

An Anasazi technician will install the pages for the ASO's new Assessments into the County's Live (production) environment. All users must be out of the Live (production) environment in order for this installation to take place.

2/13/09 - Repeat Revise ASO Forms

Upon completion of ASO Administrator Training the ASO Forms will be setup in the LIVE environment. This will require repeating the Revise ASO Forms task on the LIVE (production) environment which will take an estimated five days.

2/20/09 - Repeat QA ASO Tables (Customer Only Task)

Contractor will have repeated the setup of the tables related to the ASO Forms. The County would have four days to repeat the QA of ASO Tables in the Live (production) environment.

3/5/09 Copy Live to Non-Production Environment (Customer Only Task)

After the ASO Forms have been set up and the tables QA'd, the County will copy the Live (production) environment to a non-production environment.

2/5/09 - ASO Complete Sample Production Transaction Test Forms (Customer Only Task)

This is an intermediate task that prepares for ASO Module Acceptance Test. ASO staff will pull charts or other records and extract actual mission critical forms previously completed for a set of clients selected to represent all major clinical situations the ASO addresses with these forms. The ASO staff will replicate those forms onto the Anasazi formats. The ASO will have fourteen work days to complete this task. The deliverable for this task is an appropriate amount of completed paper forms for test data entry.

3/10/09 - ASO Module Acceptance Test

The Contractor Phase II Project Manager will enter data from the Sample Production Transaction Test Forms into the new ASO assessments in the Anasazi Assessment System in a non-production environment copied from the Live (production) environment in a three-day event. County will monitor this data entry to ensure that the assessments are set up and working properly in advance of deployment. If any forms are recording incorrectly, the County Phase II Project Manager and Anasazi Phase II Project Manager will jointly determine if the cause is due to incorrect forms setup, a Defect in the Anasazi Assessment System, or if an enhancement is required to accommodate the incorrect entry. If the cause is due to incorrect setup, the Anasazi Phase II Project Manager will immediately correct the setup in the Live (production) and non-production environments and the tests will be repeated confirming the correction. If the cause is due to a Defect in the Anasazi Assessment System, the Anasazi Phase II Project Manager will document the Defect, Contractor will immediately proceed with performing corrections of the Defect and, once completed, the ASO Module Acceptance Testing Team will repeat the failed portion of the tests confirming correction. If the correction of the failed test would require an enhancement, that enhancement would be treated as non-mission critical. The Anasazi Phase II Project Manager would recommend alternate methods for designing the form, will immediately correct the setup in the Live (production) and non-production environments and the tests will be repeated confirming the correction. The deliverable for this task is successful entry of the Sample Production Transaction Test Forms into the non-production environment.

3/2/09 - ASO Process Re-Engineering and Develop User Manuals (Customer Only Task)

One of the lessons learned during Phase I Implementation was to establish specific tasks for each sub-phase of process re-engineering to set aside adequate time for the County to complete their deliverables of documenting changes to processes appropriate to the implementation and to revise user manuals as needed. County will have twenty-nine working days to complete this task.

4/13/09 - ASO Training

The first training class is given by Contractor in a two-day training event for the ASO. The ASO will have all training and support staff that will be devoted to Anasazi in attendance as well as a representative set of ASO trainees. The trainees will demonstrate their competence in the system by completing a "test" at the end of the class. Deployment and Support was originally scheduled to immediately follow Pilot Training. However, this is changed at the request of the ASO for two reasons: they have a small number of staff to train and their business processes make it difficult for some staff to go into production while others are not. Therefore, the ASO will continue their training for three days and into the weekend if necessary until all ASO staff is adequately trained.

4/20/09 - ASO Deployment Support

Contractor will then be onsite for three days of support of the trained ASO staff in the actual performance of their duties in the Live (production) system. The ASO will then continue the deployment support until all ASO staff is adequately trained and the ASO Module is successfully deployed.

TBA - Phase II Mission Critical Enhancements

During the Phase II Facilitated Implementation Planning Meetings County of San Diego identified Mission Critical Enhancements as being ASO Call Logging.

Anasazi has committed to development of this as a California Specific Enhancement at no charge to County of San Diego so long as the design requirements reflect the needs of California as documented in regulation or state published contracts or procedures and the requirements do not exceed those identified in the RFP. Contractor is available to provide additional functionality as Enhancements.

Contractor also committed to start services on Call Logging upon Final Phase I System Acceptance. All dates are contingent upon that being completed according to the current schedule and there are no additional design specifications. County has asked that the services on Call Logging begin when County has the resources available to work on this process. Consequently, the dates below regarding Call Logging should be considered tentative. If the County is not ready to start in June as proposed below, Contractor requests three months advance notice of when County would like these services to begin. Contractors also requests that these Call Logging services be completed no later than 90 days in advance of the Phase II Final Acceptance which at this time is scheduled for July 7, 2011.

County provided the list of exceptions for Final Phase I Acceptance. Some of the requirements that County identified are County specific tasks of testing. While not conceding that County tests of functionality are subject to Final Phase I Acceptance if not completed within the 90 days provided for in the Agreement, Contractor believes that it will require approximately two months to correct and deliver the corrections to the identified Defects and to provide remediation of all other issues required by the Agreement. Two months should provide the County adequate time to complete the testing they've identified.

Contractor and County should then be able to predict within two weeks the date that the Final Phase I Acceptance Certificate will be issued. The County has also requested that the design meetings for Call Logging be performed at the County as opposed to Phoenix as previously agreed. Contractor will require approximately one month of lead time to schedule the design meetings. This tentative schedule has been developed based upon these assumptions.

TBA - Design Meeting for Call Logging

This design meeting will include the Anasazi Design Leader and the Mission Critical Enhancement Design Team and will be held at the County for a single day. The design requirements of Call Logging will be reviewed and a general functional design agreed to.

TBA - Design Call Logging

The Anasazi Design Leader will develop a user level design document that documents all entry views, reports, output formats and decision algorithms that Call Logging will require. The amount of time required to perform this will be estimated as a result of the Design Meeting, but Anasazi's experience is that this normally requires about a month.

TBA - Review, Revise & Approve Call Logging Design

The Mission Critical Enhancement Design Team will meet at the County for a one day meeting with the Anasazi Design Leader in which the designs will be presented and reviewed. If any revisions are required, those revisions will be documented interactively with this meeting such that a final design document for each enhancement can be agreed to as a Deliverable.

TBA - Develop Call Logging

The Call Logging enhancement and all remaining work for other mission critical enhancements will be developed and delivered as Promotions. The amount of time required to perform this will be estimated as a result of the Design Meetings.

TBA - Call Logging Training

A Contractor trainer will provide a one-day training on the Call Logging Enhancement to County staff such that they have the understanding of the Enhancement to perform an acceptance of the Enhancement, to perform Process Re-engineering as needed for the Enhancement, and to independently train and deploy the Enhancement.

TBA - Call Logging Enhancement Acceptance (Customer Only Task)

As with all Enhancements, County will have the responsibility to independently test that the Enhancement works according to its design document and either accept or reject the Enhancement. County will have four working days scheduled for this task.

TBA - Call Logging Process Re-engineering (Customer Only Task)

One of the lessons learned during Phase I Implementation was to establish specific tasks for each sub-phase of process re-engineering to set aside adequate time for the County to complete their deliverables of documenting changes to processes appropriate to the implementation and to revise user manuals as needed. County will have twenty working days to complete this task.

TBA - Call Logging Training and Deployment (Customer Only Task)

County will have the responsibility of training staff on the Call Logging Enhancement and for deploying the Enhancement. County will have five working days set aside for this task.

11/18/08 to 7/23/09 - Scheduler Setup and Deployment Sub-Phase for Administrative Staff

During the Scheduler Setup and Deployment Sub-phase the Anasazi Scheduling System will be setup and all capabilities of the Anasazi Scheduling System will have training provided, including integration with the Assessment and Treatment Plan Systems and the Client Data System. Administrator Training and Acceptance Testing for the Scheduler functionality will be performed. The Deployment of Scheduler for administrative staff was broken into sections for large, medium, and small sites for the most efficient coordination.

11/18/08 - Demonstration of Anasazi Scheduler Functionality for Selected County staff

The Anasazi Phase I Project Manager will present a single-day demonstration of the Anasazi Scheduler system.

11/19/08 - Review Scheduling Team Composition et cetera (Customer Only Task)

The County requested that four work days be set aside in the calendar for their core team to consider the membership of the one or more teams that will be working on this sub-phase, as well as other aspects involving preparation for this sub-phase. There are potential overlaps with various tasks for this sub-phase, as well as potential overlaps with Phase I tasks.

12/02/08 - Scheduling Familiarization Demonstration and Seminar on Setup Controls

The Anasazi Phase I Project Manager will present a two-day familiarization demonstration and seminar addressing Scheduler setup issues. The deliverable for this task will be the list of Scheduling system files and tables the Scheduling Team will be responsible for providing and the documentation of the controls and requirements of the Scheduling system files and tables.

12/4/08 - Develop Scheduling System Files and Tables (Customer Only Task)

Contractor will have reviewed in detail the system file and table controls during the Scheduling Seminar on Setup Controls and provided County of San Diego data gathering forms for recording this information. Most system files and table files are already setup according to the Wizard Implementation model. County of San Diego staff will be responsible for making the determination as to the specific data elements to be established for each system file and table and recording any changes on the data gathering forms. The Scheduler team has five work days scheduled for this task. The deliverable for this task is the set of revisions and additions to the Systems Files and Tables recorded either on the data gathering forms or provided in other mutually acceptable format.

12/16/09 - Review and Critique Scheduling System Files and Tables

The Contractor Phase I Project Manager will review the change forms on which the County has recorded the changes to the setup for Scheduling System Files and Tables and will provide a written critique documenting completeness and reasonableness.

1/6/09 - Scheduling System File Entry (Customer Only Task)

County has requested that they perform the data entry of the Scheduler System files instead of Contractor. County will perform the data entry setup and quality assurance for the Scheduler system in ten work days. County of San Diego will perform their own quality assurance of the entered information to verify it reflects their requirements and was entered correctly.

1/20/09 - Review and Critique Scheduling System Files and Tables

The Contractor Phase I Project Manager will review the data entry of the Scheduling System Files and Tables to evaluate whether the data entry appears to be correct and will provide a written critique documenting any issues detected.

1/21/09 - Scheduling System File Entry (Customer Only Task)**2/5/09 - Scheduler Administrator Training**

There are multiple objectives for the Administrator Training. One is to spend two days pre-training the subgroup of the County Scheduler Team, plus appropriate staff, in the operation of all Anasazi functions.

Anasazi recommends that the Administrator Training be provided for the County of San Diego management and supervisor level staff that will be;

- managing the Scheduling implementation
- responsible for training and
- responsible for help desk support

By the time the Scheduler Administrator Training is scheduled to start the Anasazi Scheduling System will have been setup to meet the specific requirements of County of San Diego. Upon completion of the training the Administrator Training team will have the skills to operate all functionality of the Anasazi Scheduling System in a production environment (as all functions will have been trained in a production mode) and will have the knowledge base to perform Module Acceptance testing.

All capabilities of the Anasazi Scheduling System will have training provided.

2/10/09 - Scheduling Process Re-engineering and Develop User Manuals (Customer Only Task)

One of the lessons learned during Phase I Implementation was to establish specific tasks for each sub-phase of process re-engineering to set aside adequate time for the County to complete their deliverables

of documenting changes to processes appropriate to the implementation and to revise user manuals as needed. County will have nineteen working days to complete this task.

3/24/09 - Complete Scheduling Sample Production Transaction Test Forms (Customer Only Task)

An appropriate number of representative samples of current paper entries will be gathered for scheduled appointments. The team will devote nine working days to recording this information onto the new Anasazi forms on paper. This documentation will provide the data needed in the Scheduler Module Acceptance Tests.

4/14/09 - Scheduling Module Acceptance Tests

The Contractor Phase I Project Manager will enter data from the Sample Production Transaction Test Forms into the Anasazi Scheduler System in a three-day event. County will monitor this data entry to ensure that the Module is set up and working properly in advance of deployment. If any errors are detected the County Project Manager and Anasazi Phase I Project Manager will jointly determine if the cause is due to incorrect setup, a Defect in the Anasazi Scheduler System, or if an enhancement is required to accommodate the incorrect entry. If the cause is due to incorrect setup, the Anasazi Phase I Project Manager will immediately correct the setup and the tests will be repeated confirming the correction. If the cause is due to a Defect in the Anasazi Scheduler System, the Anasazi Phase I Project Manager will document the Defect, Contractor will immediately proceed with performing corrections of the Defect and, once completed, the Scheduler Module Acceptance Testing Team will repeat the failed portion of the tests confirming correction. If the correction of the failed test would require an enhancement, that enhancement would be treated as non-mission critical. The deliverable for this task is successful entry of the Sample Production Transaction Test Forms.

4/21/09 - Plan Scheduling Deployment

Contractor will facilitate a planning session to develop a deployment plan for the Scheduling System. The deliverable for this task will be a framework for defining the specific dates that staff for each location of all organizational and contract programs will be trained on the Scheduling System and will be supported in the manual data conversion of their schedules. If the entire deployment schedule cannot be completely documented in the four-day period, County of San Diego and Contractor will have completed the framework that structures the format for scheduling and County of San Diego will have the responsibility for completing this task,

4/28/09 - Scheduling Process Re-engineering (Customer Only Task)

An additional seven working days is reserved for revising the Process Re-engineering documents and user manuals after the completion of the Scheduler Module Acceptance Test to accommodate any changes that are identified during that test.

5/18/09 - Scheduling Deployment

The Deployment for Scheduler assumes three County of San Diego training teams of seven total trainers operating concurrently in the three available classrooms. The training will be performed in a computer lab and, once trained the trainees will perform manual data conversion by entering clinician schedules in the lab while the County of San Diego trainers support them. Once a program location has had manual data conversion performed for its schedules, that program location's additional staff will be trained on the use of the scheduling system. There are 54 total seats for training in the three designated training rooms, and approximately 360 staff to be trained.

Programs will be categorized according to large, medium and small sites. The County estimates that large sites normally employ four administrative staff at twenty locations. Large sites will have two days of training provided and three days of lab support for manual data conversion. The County estimates that medium sites normally employ three administrative staff at eighty locations. Medium sites will have two days of training provided and have two days of manual data conversion support. The County has

estimated that small sites employ two staff at twenty locations. Small sites will have two days of training provided and one day of manual data conversion support. After a program has had the initial training and supported manual data conversion performed, its remaining staff will have two-day training sessions provided by the County.

There will be three training pilots. The first will involve 54 of the estimated 80 staff from large sites only. The second will include the remaining large site staff and medium site staff. The third will involve staff from medium sites only.

5/18/09 - First Large Site Pilot Training and Support

At the County's request, Contractor will lead on site a day of Pilot Training planning and preparation. Contractor will then support the first pilot training across two days as well as support this first group of trainees on site for another two days.

5/27/09 - Review / Revise Pilot Training

At the County's request, Contractor will be on site for two days to lead the project team in a review of the previous week's Pilot training, so that revisions can be made as appropriate in advance of the second Pilot Training.

6/1/09 - Second Large and Medium Site Pilot Training and Support

The County project team will lead another day of Pilot Training planning and preparation. Contractor will then support the second pilot training on site across two days. The County project team will support this second group of trainees site for another two days of Scheduling Final Module

6/3/09 - Acceptance

At the satisfactory completion of the first Scheduling Deployment County will issue an Acceptance Certificate for the Scheduling Module if they determine that:

- It has been completely and correctly setup
- The Module is ready for production use
- The Administrator staff are effectively trained and knowledgeable in the use of the Module
- The Module Acceptance Tests have been passed
- The Module operates in a production environment according to the requirements of the Agreement

6/8/09 - Deploy to Remaining Sites (Customer Only Task)

Staff from the large sites will have been trained during the pilots. Some of the medium site staff will have been trained during the pilots, but three additional class dates will be necessary to train the remaining medium site staff. A fourth class will be needed for staff from small sites. Finally, a fifth new hire/refresh class will be provided for new admin staff as well as those staff who require additional training time. This requires an additional eighteen days of training and support.

3/17/09 to 5/26/10 - Mission Critical Forms: Assessments for Clinicians Sub-Phase for Setup and Deployment

These setup steps will have been delivered in a condensed and more rapid fashion for the ASO Early Deployment. Hence, the dates here refer to the main setup and deployment sub-phases. The outpatient and EPU implementations will coincide.

County has provided Contractor the user manual for the currently used mission clinical forms. Contractor has reviewed these forms and agrees with County that the most advantageous approach is to replicate

these forms into the Application to the extent possible. This approach has been chosen as opposed to starting with Contractor's Wizard forms.

3/17/09 - Refresher Demo/Review

Because the original Familiarization Demonstration would have been held almost two years prior by the time this sub-phase launches in April 2009, the County of San Diego project team is requesting that Anasazi present a "refresher/demo/review" service for the project team as this important sub-phase begins. This 1 day event could be presented by Contractor Phase II Project Manager at mid-March, 2009. Anasazi agrees that this would facilitate the work of the team. It is considered "additional" since the original event was provided by Anasazi in June 2007.

3/18/09 to 3/20/09 - Mission Critical Forms Prep Meetings (Customer Only Task)

The County requested that three work days be set aside in the calendar for their core team to consider the membership of the one or more teams that will be working on this sub-phase, as well as other aspects involving preparation for this sub-phase. There are potential overlaps with various tasks for this sub-phase, as well as potential overlaps with other Phase II sub-phase tasks.

4/28/09 - Flowcharting Seminar

Anasazi views flowcharting of clinical practices and their related documentation as the most critical step of the Outpatient conversion. The flowcharting step confirms the extent the mission critical must be revised and defines the set of custom forms which must be developed. This two-day seminar will present for County of San Diego's review and revision Anasazi's proposed method for flowcharting mission critical procedures.

4/30/09 - Flowcharting Scheduling (Customer Only Task)

The County requested that one full work day be set aside in the calendar for their Flowcharting team to consider the scheduling and coordination of flowcharting work for all of the various programs. Flowcharting is a significant undertaking for a large agency that has many different clinical programs.

5/5/09 - OP Facilitated Flowcharting of Clinical Procedures

The Flowcharting of Clinical Practices is a structured process to assist County of San Diego in determining the clinical practices occurring at each type of program and each location for each program type, determining a "best practices" approach for each program, and documenting the events involved in each clinical treatment environment.

The Anasazi Phase II Project Leader will facilitate this process for the first three days then County of San Diego will complete the task. We recommend the services be performed in a retreat environment so County of San Diego staff can devote their full attention to the project at hand.

6/2/09 - EPU Facilitated Flowcharting of Clinical Procedures

Flowcharting of hospital processes around mission critical forms will be done in two work days. Because there are a very small number of mission critical forms, this should be ample time to complete the task. The deliverable is a draft set of flowcharts.

6/4/09 - OP Facilitated Documentation of Flowchart & Procedures

The Anasazi Phase II Project Leader will facilitate refinement and documentation of the flowchart documenting the approved clinical practices for the first two days and on the last two days. County of San Diego will be responsible for the remainder of the effort required for the task. The start date for this task was changed at the request of the County (so that the EPU Facilitated Documentation of Flowchart and Clinical Procedures would be at the end...not the beginning.

6/30/09 - EPU Facilitated Documentation of Flowchart and Clinical Procedures

The draft flowcharts will be formally documented with instructions in two work days. The deliverable is a formal set of flowchart documents. The date for this task was moved at the request of the County so that it would be at the end of the Flowcharting.

7/9/09 - OP/EPU Determine Revisions to Mission Critical Forms (Customer Only Task)

County of San Diego will have the manual of Wizard forms provided with the Anasazi systems. They will also have the Deliverable of the Flowchart of Mission Critical Clinical Procedures for all programs. It will be the responsibility of County of San Diego to choose the form from the manual that most closely reflects the information required for each step of the clinical flowchart and markup each form to add, remove, or edit questions such that the forms reflect the needs of County of San Diego. County of San Diego will provide these forms to Anasazi as a Deliverable. The Anasazi Phase II Project Leader will facilitate revision determination process for the first two days. County of San Diego requested that this task begin on July 9th so as to avoid conflicts for anyone taking an extended July 4th holiday.

7/31/09 - Mission Critical Forms Setup

While County of San Diego will have access to the Anasazi WYSIWYG forms development utility at a later time, Anasazi strongly recommends that forms revisions be performed by Anasazi staff in the County's non-production environment that must be protected from copy-over. This allows County of San Diego staff to focus on the much more important issue of effectively designing the forms mock-ups. As part of Anasazi's commitment to California specific capabilities, Anasazi will develop generic California forms at no charge. Contractor estimates that twelve total working days will be required to accomplish this task.

8/13/09 - Install System to Non-Production Environment

An Anasazi technician will install the pages for the Mission Critical Assessments into the County's non-production environment. All users must be out of the target environment in order for this installation to take place.

8/18/09 - Clinical Forms Approval Presentation

Once Anasazi completes the forms revisions we will demonstrate in the County's non-production environment for the first time, actual use of all forms for review, revision and acceptance of formatting design by County of San Diego. This is not taking the place of the Acceptance Testing, merely assuring the forms are well designed and that there are no errors or mismatches with the mock-ups.

8/19/09 - Mission Critical Forms Base Setup Acceptance Milestone

The County will provide the Contractor with an Acceptance certificate after the successful approval presentation of Mission Critical Forms. This certificate must be provided to the Contractor prior to Mission Critical Forms Administrator Training.

8/20/09 - Polish Forms

The Anasazi ATP Project Leader will refine the design and presentation of the County of San Diego forms based upon the feedback of the Clinical Forms Approval Presentation. The Deliverable of this sub-phase will be the revised forms according to the directives of County of San Diego implemented on the County of San Diego System.

8/24/09 - Revise Mission Critical Forms

The Anasazi ATP Project Leader will across six days, set up Assessments in the non-production environment in advance of Administrator Training.

8/25/09 - QA Mission Critical Forms Tables (Customer Only Task)

Contractor will have setup all tables required for the ASO Mission Critical Forms according to the documented setup as provided by the County and will have performed a quality assurance check to verify the form and related table setup reflects the documentation provided by County. One of the lessons learned during Phase I is that it is beneficial for the County to perform their own quality assurance to re-verify that the data entry matched their change documentation and that the table setup appeared reasonable. County will have three working days scheduled for this task.

9/8/09 - Mission Critical Forms Administrator Training

There are multiple objectives for the Administrator Training. One is to spend two work days pre-training the subgroup of the County Mission Critical Forms Project Management Team, plus appropriate staff, in the operation of all Anasazi functions.

Anasazi recommends that the Administrator Training be provided for the County of San Diego management and supervisor level staff that will be:

- clinically managing the ECR implementation
- responsible for clinical record forms design
- responsible for training clinical staff
- responsible for help desk support for clinical staff

We would expect the Administrator Training team to consist of 20 to 25 people. This team will also be responsible for the Mission Critical Forms Module Acceptance Testing.

By the time the Administrator Training is scheduled to start the Anasazi Assessment System will have been setup in a non-production environment to meet the specific requirements of County of San Diego such that all screens and forms reflect those needs. Upon completion of the training the Administrator Training team will have the skills to operate all functionality of the Anasazi Assessment System in a production environment (as all functions will have been trained in a production mode) and will have the knowledge base to perform Module Acceptance testing.

All capabilities of the Anasazi Assessment System will have training provided.

If a clinician can complete that form, they can complete any Assessment form. All other capabilities of notification, progress noting, integration with the scheduling and billing systems, etc. will have training provided.

9/10/09 - Install System to Live Environment

An Anasazi technician will install the pages for the Mission Critical Assessments into the County's Live (production) environment. All users must be out of the Live (production) environment in order for this installation to take place.

9/10/09 - Testing Mission Critical Forms in Test Environment (Customer Only Task)

County will continue testing the new Assessments in the same non-production environment used for Administrator Training. If any corrections are identified by the County via Change Forms, Anasazi will make the corrections in the County's non-production environment. Seven days are scheduled for this task.

County and Contractor have agreed that only corrections will be applied until after the Assessment Module for Mission Critical Forms is in production. Changes for revisions of forms can be requested via Change Forms after that time. Contractor will apply any such changes for revisions of forms as a Support

Service under the Support Agreement. County will be responsible for modifications to forms once the Forms Development Training has been performed.

9/10/09 - Repeat Mission Critical Forms Setup

Once County of San Diego has completed the Mission Critical Forms Administrator Training task on the non-production environment the setup of the Mission Critical Forms would require repeating on the LIVE environment.

9/22/09 - Repeat QA Mission Critical Forms Tables (Customer Only Task)

Contractor will have repeated the setup of the tables related to the Mission Critical Forms. The County would have three days to repeat the QA of Mission Critical Forms Tables.

9/10/09 - Deployment Planning

Planning the Deployment for County of San Diego will be a major task due to the number of staff needing to be trained, ongoing normal turnover in staff, and especially the amount of onsite support required for a successful deployment of an ECR.

Because the scope of outpatient training, deployment, and support is so large for County of San Diego, the detailed planning will require several days. The first two days are dedicated to deployment at the EPU/Hospitals. The outpatient deployment plan will be developed across the next four work days.

9/22/09 - Complete Mission Critical Forms Sample Production Transaction Test Forms

An appropriate number of representative samples of current paper entries will be gathered for the mission critical assessments. The team will devote fifteen working days to recording this information from the old paper forms onto the new Anasazi forms on paper. This documentation will provide the data needed in the Mission Critical Forms Module Acceptance Tests.

10/22/09 - Copy Live to Non-Production Environment (Customer Only Task)

After the Mission Critical Assessments have been set up and the tables QA'd in the Live environment, the County will copy the Live (production) environment to a non-production environment in preparation for Deployment.

10/27/09 - Mission Critical Forms Module Acceptance Tests

Contractor will perform the entry of the transactions recorded for the production transaction acceptance tests over a four day period while County closely monitors.

If a detected error was due to the Anasazi setup, Anasazi would assist in correcting the setup in both the Live (production) and non-production environments and reenter the test form. If the error was determined to be a Defect, Anasazi would immediately begin addressing the Defect and would provide a patch containing the correction as soon as possible and the tests would be repeated. If the error was traced to incorrect or incomplete forms, the forms would be corrected and the test revisited.

10/30/09 - Phase II Approval of Outpatient Mission Critical Forms Milestone

By this point the Mission Critical Forms Module will have been setup to meet the specific needs of County of San Diego, County of San Diego administrative staff will have been successfully trained on the use of this Anasazi Module in a simulated production environment and the Module Acceptance Tests performed such that the Mission Critical Forms Module is deemed ready for production use.

The Deliverables for this sub-phase are the results of the Mission Critical Forms Module Acceptance Tests as jointly documented by County of San Diego and Anasazi.

11/3/09 - Mission Critical Forms Process Re-Engineering and Develop User Manuals (Customer Only Task)

One of the lessons learned during Phase I Implementation was to establish specific tasks for each sub-phase of process re-engineering to set aside adequate time for the County to complete their deliverables of documenting changes to processes appropriate to the implementation and to revise user manuals as needed. County will have nineteen working days to complete this task.

12/7/09 - Mission Critical Forms Deployment

The primary concept for the Deployment phase is to emulate as closely as possible the training which would be provided to a replacement user a year after deployment. This means that all refinements to the Live (production) system have already occurred, thus improving acceptance of the end users.

The major difference in initial deployment versus training of a replacement operator is that there is no pool of super users locally available to the users for initial support. That initial support should be provided by performing training for end users on functions specific to their jobs only and then going onsite for a period of time to support them in actual use until the learning curve has been passed and the end users are comfortable in day-to-day use of the system.

A major secondary concept of the Deployment Phase is to train and support end users on all functions germane to their job as a single training as opposed to separately training them on the Client Data System, then the Scheduling System, then the ATP Systems. Since all applications are supported with a single interface and a single menu, it is not useful for the end user to think of them as four separate systems.

The main impacts on clinical users of an Electronic Clinical Record will be from eliminating a number of functions they currently perform to double enter information and manually manage clinical processes. It is very important to highlight during training the tasks the clinicians should cease doing. Another impact might be the possibility, and therefore the expectation, that clinical forms are completed either interactively with a clinical event or immediately after each event. The third major impact is the requirement of the clinical discipline of following the clinical best practices controlled by the ECR.

The Phase II Implementation Planning Team determined that each training session will be performed in a training room for two days followed by three days of onsite support for the trainees by the trainer. This will allow the trainer to help the users over the learning curve issues, reduce the stress of managing the functions online in a new system, improve the acceptance of the system by the clinician, and allow rapid correction of any security or other setup controls to assure smooth deployment.

Anasazi will train-the-trainers by providing three pilot training sessions in the County's non-production environment with clinicians and by providing the onsite support for the first pilot training session, for those trained staff who are working in the Live (production) environment. County of San Diego has committed ten trainers for Assessment, Progress Noting and Scheduling Training, plus five additional Help Desk support staff. Once the 3 pilot trainings have been completed, the County of San Diego training staff can provide training sessions four days a week with approximately 10 clinician end users trained per training session, completing the training over approximately 17 months. County of San Diego has committed to making five training rooms available, which means that five training sessions can occur at a time.

County of San Diego has identified three training rooms at a centralized location: one room with thirty stations and two rooms with twelve station each—for a total of 54 seats. In addition, County of San Diego has planned for two training classes to be held remotely and simultaneously, with six stations each. The room with thirty stations will require three trainers, the rooms with twelve stations will require two trainers each, and the remote sites with six stations will require just one trainer each. A training coordinator is likely to be required to coordinate the training class invitations, attendance, and other documentation for deployment, and it would be advisable to have a substitute trainer on standby for trainers that may call in sick or go on vacation. County of San Diego then committed twenty trainers to this undertaking. These trainers could be split into two different teams of nine trainers each, so that there can be two overlapping

tracks of training so as to make the best use of the central training facilities and speed the deployment as much as possible. The duration of any deployment is largely dictated by the number of trainers, the number of training seats available and number of classrooms, the number of employees to be trained, and the rate of employee turnover. The longer the duration of deployment, the greater the risk of the deployment stalling.

Once deployment has started, County of San Diego must be prepared for staff turnover at sites where deployment has already been accomplished. Replacement staff should be integrated with the training and onsite support at other sites to allow full training in the interim. Once deployment is completed, County of San Diego should evolve into providing periodic training and onsite support if no super user is available to mentor a new user.

As each clinician is trained on the ECR capabilities they should be instructed to cease recording services on the service logs (or equivalent) and to begin online Progress Noting instead. This means that the after-the-fact entry of services being performed by the administrative staff will rapidly phase out and those staff will become available for other duties.

12/7/09 - Pilot Training & Deployment

1/11/10 - Second Site Pilot Training & Deployment Support

1/13/10 - Second Site Pilot Support (Customer Only Task)

1/25/10 - Third Site Pilot Training & Deployment Support

1/26/10 - Mission Critical Forms Final Module Acceptance

At the satisfactory completion of the Third Mission Critical Forms Deployment County will issue an Acceptance Certificate for the ASO Module if they determine that:

- It has been completely and correctly setup
- The Module is ready for production use
- The Administrator staff are effectively trained and knowledgeable in the use of the Module
- The Module Acceptance Tests have been passed
- The Module operates in a production environment according to the requirements of the Agreement

1/27/10 - Third Site Pilot Support (Customer Only Task)

2/1/10 - Deploy to Remaining Sites (Customer Only Task)

7/13/10 - Forms Development Training

Anasazi recommends that all forms revisions be performed by Anasazi staff as an Implementation Service up to this point. The reason is that we believe it is much more important for County of San Diego to focus on the mission critical aspects of making sure the forms are well designed than to worry about actually developing the forms. Anasazi will now perform the service of training County of San Diego staff across four days to develop and revise your own forms. Forms revision is typically not considered to be an IT function but a clinical function, so we typically train members of your medical records committee to perform the forms revision. The Forms Development Training should be limited to the people who will be clinically managing the ECR implementation, those that are responsible for clinical record forms design.

County of San Diego staff will have the responsibility for the development and revision of the remaining, non-mission critical forms related to Phase III of Deployment.

7/19/10 - Begin Non-Mission Critical Forms Development (Customer Only Task)

Up to this point we've concentrated on the development of automated forms to replace the current mission critical forms for County of San Diego. County will now have the training and skills to develop or revise forms and will have the consulting expertise to flowchart processes and design appropriate forms for any remaining clinical practices. County will have the responsibility to plan an approach and to complete the design and deployment of Non-Mission Critical Forms to all Providers. Contractor very roughly estimates that this will require about two years.

2/9/10 to 5/10/11 - Treatment Planning Sub-Phase for Setup and Deployment

The main impacts on clinical users of automated treatment planning is the requirement of the clinical discipline of following the clinical best practices controlled by the ECR and use of structured Problems, Goals, Objective and Interventions. This training then is much more training on clinical practices than training on the use of a computer system. It is our recommendation therefore that this training be performed by licensed clinical staff experienced in clinical practice.

2/9/10 - Treatment Protocol Seminar

Treatment Protocol in Anasazi's parlance is the approved set of Problems, Goals, Objective, and Interventions. If County of San Diego has already defined an accepted Treatment Protocol for all treatment environments, those can be refined to meet the requirements of the Treatment Plan System. If not, it is often much less effort for an agency to merely revise the Treatment Protocols that are provided with the Wizard Conversion than to start from scratch. If County of San Diego already has defined Treatment Protocols, it is almost always a requirement to revise the definition of Interventions to meet the needs of an integrated clinical and billing system. This seminar takes place across two days.

2/11/10 - Define Treatment Protocol Revisions (Customer Only Task)

The Phase II Implementation Planning Team determined that County of San Diego would use the Wizard PGOs as a starting point and revise those as necessary to meet the needs of County of San Diego. The Deliverable will be County of San Diego providing Anasazi with the set of PGOs as approved by clinical management.

5/19/10 - Treatment Protocol Entry

Anasazi staff will enter the revisions to the Treatment Protocols into the County's non-production environment and perform a quality assurance to verify the setup information was recorded correctly. The deliverable here is a set of printouts verifying that Anasazi staff has completed the system file entry. County of San Diego will separately perform a quality assurance to verify the setup information was recorded correctly.

6/1/10 - QA of Treatment Protocol Tables (Customer Only Task)

Contractor will have completed the setup of the tables related to the Treatment Protocol in the County's non-production environment. The County would have five days to perform the QA of Treatment Protocol Tables.

6/15/10 - Treatment Plan Administrator Training

A team will be trained in the County's non-production environment in a two-day event by the Anasazi Phase II Project Manager on the basic functionality for completing Treatment Plans and Progress Notes in the Anasazi system. This is a "hands-on" the keyboard type of training in a computer lab. All staff that will be involved in Treatment Plan Module Acceptance Testing must attend this Administrator Training. The deliverable for this task is adequate training of a team of individuals on the basics of completing Treatment Plans in the Anasazi system.

6/16/10 - Phase 2 Administrator Training Milestone

The Scheduling and Assessment Modules will have Acceptance Certifications issued for final acceptance. By this point the Anasazi Treatment Plan Module will have been setup to meet the specific needs of County of San Diego and County of San Diego staff will have been successfully trained on the use of the Anasazi Treatment Plan Module in a simulated production environment.

6/17/10 - Testing Treatment Planning in Non-Production Environment (Customer Only Task)

County will continue testing in the same non-production environment used for Administrator Training. If any corrections are identified by the County via Change Forms, Contractor will make the corrections in the County's non-production environment. Four days are scheduled for this task.

Changes for revisions of setup can also be requested by County via Change Forms. Contractor will apply any such changes for revisions of setup tables as a Support Service under the Support Agreement. County will be responsible for modifications to setup tables once the Treatment Planning Module is in production.

6/17/10 - Complete Sample Production Transaction Test Treatment Plans (Customer Only Task)

This is an intermediate task that prepares for the Treatment Plan Module Acceptance Test. County staff will pull charts or other records and extract actual Treatment Plans previously completed for a set of clients selected to represent all major clinical situations the County addresses with these forms. The County staff will replicate those forms onto the Anasazi formats. The County will have fifteen work days to complete this task. The deliverable for this task is an appropriate amount of completed paper forms for test data entry.

6/17/10 - Repeat Treatment Protocol Entry

One County of San Diego has completed the Administrator Training on Treatment Plan task on the non-production environment the setup of the Treatment Protocol Tables would require repeating on the LIVE environment.

6/29/10 - Repeat QA of Treatment Protocol Tables (Customer Only Task)

Contractor will have repeated the setup of the tables related to the Treatment Protocol. The County would have five days to repeat the QA of Treatment Protocol Tables.

7/27/10 - Treatment Plan Module Acceptance Test

The Contractor Phase II Project Manager will enter data from the Sample Production Transaction Test Forms into the new treatment plans in the non-production Anasazi Treatment Plan System in a four-day event. County will monitor this data entry to ensure that the Treatment Planning System is set up and working properly in advance of deployment. If any treatment plans are recording incorrectly, the County Phase II Project Manager and Anasazi Phase II Project Manager will jointly determine if the cause is due to incorrect table setup, a Defect in the Anasazi Assessment System, or if an enhancement is required to accommodate the incorrect entry. If the cause is due to incorrect setup, the Anasazi Phase II Project Manager will immediately correct the setup in the Live (production) and non-production environment and the tests will be repeated confirming the correction. If the cause is due to a Defect in the Anasazi Treatment Plan System, the Anasazi Phase II Project Manager will document the Defect, Contractor will immediately proceed with performing corrections of the Defect and, once completed, the Treatment Plan Module Acceptance Testing Team will repeat the failed portion of the tests confirming correction. If the correction of the failed test would require an enhancement, that enhancement would be treated as non-mission critical. The Anasazi Phase II Project Manager would recommend alternate methods for recording the treatment plan, will immediately correct the setup in the Live (production) and non-production environments and the tests will be repeated confirming the correction. The deliverable for this task is

successful entry of the Sample Production Transaction Test Forms. New changes can be requested via Change Request at a later date.

7/30/10 - Phase 2 System Acceptance Test Milestone

The Scheduling and Assessment Modules will have Acceptance Certifications issued for final acceptance. The Treatment Plan Module will have been setup to meet the specific needs of County of San Diego, County of San Diego administrative staff will have been successfully trained on the use of the Treatment Plan Module in a simulated production environment, and the Treatment Plan Module System Acceptance Tests performed such that the Treatment Plan Module is deemed ready for production use.

8/3/10 - Deliverables for this sub-phase are the results of the Phase 2 System Acceptance Tests as jointly documented by County of San Diego and Anasazi. Deployment Planning of Treatment Plan

Planning the Deployment for County of San Diego will be a major task due to the number of staff needing to be trained, ongoing normal turnover in staff, and especially the amount of onsite support required for a successful deployment of an ECR. The lessons learned from the deployment of the Mission Critical Forms Module will speed the planning process. The deployment plan will be developed across two work days.

8/5/10 - Treatment Plan Process Re-Engineering and Develop User Manuals (Customer Only Task)

One of the lessons learned during Phase I Implementation was to establish specific tasks for each sub-phase of process re-engineering to set aside adequate time for the County to complete their deliverables of documenting changes to processes appropriate to the implementation and to revise user manuals as needed. County will have forty-five working days to complete this task.

11/18/10 - Copy Live to Non-Production Environment (Customer Only Task)

After the Treatment Protocols have been set up and QA'd in the Live environment, the County will copy the Live (production) environment to a non-production environment in preparation for Deployment.

11/29/10 - Deploy Treatment Planning and Progress Notes

Each training session will be performed in a training room in the County's non-production environment for two full days followed by three days of onsite support for the trainees by the trainer, who will be working in the Live (production) environment

Anasazi will train-the-trainers by providing three pilot training sessions with clinicians and by providing the onsite support for the first pilot training session.

As with the sub-phase for Mission Critical Forms, County of San Diego has identified three training rooms at a centralized location: one room with thirty stations, and two rooms with twelve stations each—for a total of 54 seats. In addition, County of San Diego has planned for two training classes to be held remotely and simultaneously, with six stations each. The room with thirty stations will require three trainers, the rooms with twelve stations will require two trainers each, and the remote sites with six stations will require just one trainer each. A training coordinator is likely to be required to coordinate the training class invitations, attendance, and other documentation for deployment, and a substitute trainer on standby would be advised for trainers that may call in sick or go on vacation.

County of San Diego has committed twenty trainers to this undertaking. These trainers could be split into two different teams of nine trainers each, so that there can be two overlapping tracks of training so as to make the best use of the central training facilities and speed the deployment as much as possible.

The duration of any deployment is largely dictated by the number of trainers, the number of training seats available and number of classrooms, the number of employees to be trained, and the rate of employee turnover. The longer the duration of deployment, the greater the risk of the deployment stalling.

The schedule of deployment of Treatment Planning can roughly follow the same schedule used for the previous sub-phase that deployed Mission Critical Forms. The deployment of Treatment Plans takes slightly longer because the training teams are periodically providing Mission Critical Forms training for new hires during the same time period.

Once deployment has started, County of San Diego must be prepared for staff turnover at sites where deployment has already been accomplished. Replacement staff should be integrated with the training and onsite support at other sites to allow full training in the interim. Once deployment is completed, County of San Diego should evolve into providing periodic training and onsite support if no super user is available to mentor a new user.

11/29/10 - Pilot Training & Deployment

12/6/10 - Second Site Pilot Training & Deployment Support

12/8/10 - Second Site Pilot Support (Customer Only Task)

12/13/10 - Third Site Pilot Training

12/14/10 - Phase 2 Treatment Planning Third Pilot Training Milestone

At the satisfactory completion of the Third Treatment Plan Deployment County will issue an Acceptance Certificate for the Treatment Plan Module if they determine that:

- It has been completely and correctly setup
- The Module is ready for production use
- The Administrator staff are effectively trained and knowledgeable in the use of the Module
- The Module Acceptance Tests have been passed
- The Module operates in a production environment according to the requirements of the Agreement

12/15/10 Third Site Pilot Support (Customer Only Task)

1/3/11 - Deploy to Remaining Sites (Customer Only Task)

1/11/11 to 8/31/11 - Doctor's HomePage Sub-Phase for Setup/Deployment

The Doctor's HomePage closely integrates with the Anasazi Assessment, Treatment Plan, Scheduling, and Client Data Systems eliminating double entry of information (and the errors introduced because of that) and eliminating overnight posting of data, such that the data the doctor is presented with is correct real time. Any change recorded by the doctor is recorded in real time to the related systems.

All this means that training for the Doctor's HomePage will be minimized. All setup requirements for the Doctor's HomePage will inherit from setup of the related systems, so there should be only a minimal set of services required for setup of the Doctor's HomePage System.

1/11/11 - Doctor's HomePage Familiarization Demonstration & Seminar on Setup Controls

The Anasazi Phase II Project Manager will be on site and spend a full day demonstrating the Doctor's HomePage system for the teams that will be involved in setup and deployment. On the second day Anasazi will also outline the setup requirements for this system.

1/13/11 - Doctor's HomePage System File Development (Customer Only Task)

County of San Diego will devote eight days to preparing the tables and setup items necessary for the Doctor's HomePage training. The deliverable for this task is a package containing the setup information that will be passed over to the Anasazi Phase II Project Manager for entry into the County's non-production environment. The Contractor Phase II Project Manager will facilitate this task on the first day.

2/2/11 - Doctor's HomePage System File Entry

Anasazi staff will enter the tables, complete other setup items for the Doctor's HomePage system, and perform a quality assurance to verify the setup information was recorded correctly in the County's non-production environment. The deliverable here is a set of printouts verifying that Anasazi staff has completed the system file entry. County of San Diego will separately perform a quality assurance to verify the setup information was recorded correctly.

2/9/11 - QA Doctor's HomePage Tables (Customer Only Task)

Contractor will have setup all tables required for the Doctor's HomePage according to the documented setup as provided by the County and will have performed a quality assurance to verify the table setup reflects the documentation provided by County. One of the lessons learned during Phase I is that it is beneficial for the County to perform their own quality assurance to re-verify that the data entry matched their change documentation and that the table setup appeared reasonable. County will have five working days scheduled for this task.

2/23/11 - Doctor's HomePage Administrator Training

A team of individuals comprised of trainers as well as those who will be involved in Doctor's HomePage Module Acceptance Testing will be trained by Contractor across two full work days in the County's non-production environment.

3/1/11 - Testing Doctor's HomePage in Non-Production Environment (Customer Only Task)

County will continue testing in the same non-production environment used for Administrator Training. If any corrections are identified by the County via Change Forms, Contractor will make the corrections in the County's non-production environment. New changes can be requested via Change Request at a later date. Three days are scheduled for this task.

Changes for revisions of setup can also be requested by County via Change Forms. Contractor will apply any such changes for revisions of setup tables as a Support Service under the Support Agreement. County will be responsible for modifications to setup tables once the Doctor's HomePage Module is in production.

2/25/11 - Repeat Doctor's HomePage System File Entry

One County of San Diego has completed the Administrator Training on the Doctor's HomePage task on the non-production environment the setup of the Doctor's HomePage System File Tables would require repeating on the LIVE(production) environment.

3/1/11 - Complete Doctor's HomePage Sample Production Transaction Test Forms

In order to prepare some data for testing purposes, actual medical records will be pulled and examined. County of San Diego staff will translate the data onto comparable Anasazi forms. This will provide data for testing in the next step. There are 12 working days devoted to this task.

3/8/11 - Repeat QA of Doctor's HomePage System File Tables (Customer Only Task)

Contractor will have repeated the setup of the tables related to the Doctor's HomePage System Files. The County would have five days to repeat the QA of Doctor's HomePage System File Tables in the Live (production) environment.

3/28/11 - Doctor's HomePage Module Acceptance Testing

The data from the Sample Transaction Test Forms will be entered by County staff into the Doctor's HomePage system in the County's non-production environment with County staff monitoring the data entry in a four day test of the functionality.

4/5/11 - Doctor's HomePage Facilitated Development of Deployment Plan

The Phase II Implementation Planning Team built in a buffer of several months in order to give physicians some lead time to clear their schedules for training and support. Because many locations employ only one physician, coordination of training and support will be critical. Three full work days have been devoted to developing this detailed plan. The deliverable for this task is a comprehensive written detailed deployment and support plan.

4/12/11 - Doctor's HomePage Process Re-Engineering and Develop User Manuals (Customer Only Task)

One of the lessons learned during Phase I Implementation was to establish specific tasks for each sub-phase of process re-engineering to set aside adequate time for the County to complete their deliverables of documenting changes to processes appropriate to the implementation and to revise user manuals as needed. County will have twenty-seven working days to complete this task.

6/16/11 - Copy Live to Non-Production Environment (Customer Only Task)

After the System Tables have been set up and QA'd in the Live environment, the County will copy the Live (production) environment to a non-production environment in preparation for Deployment.

6/20/11 - Doctor's HomePage Deployment

Anasazi's new Doctor's Homepage system is meant to provide ePrescribing capabilities, help prescribers organize their work efficiently in a single desktop presentation and minimize navigation. The County has estimated that they will involve approximately 400 medication prescribers and their clinical supports for training on this product. The training for prescribers was originally planned to be in small group classes, with follow-up support done by on-site Super Users as well as special phone Help Line access. However, the County believed that pulling prescribers away from their program sites for training was not feasible. Therefore, the County has requested that a larger number (approximately 40) of specialized trainers be prepared for this sub-phase who will then provide 1-1 training or very small group trainings on-site as opposed to in a centralized training environment. The training is expected to take one day in a non-production environment, followed by special help desk support access while users work in the Live (production) environment. A single day of training is assumed by the County to be adequate as these staff will have been previously trained on Assessments, Progress Notes, and Treatment Plans and are thus quite familiar with navigation in the Anasazi systems. The single day of training with forty trainers also allowed the duration of deployment for this sub-phase to be shorter.

6/20/11 - Doctor's HomePage First Pilot Training and Support

Contractor will provide the initial training for a group of trainers and help desk staff plus several physicians. Contractor will provide support to the help desk staff for a day after this first training.

6/22/11 - Doctor's HomePage Second Pilot Training

The second group will include physicians only but will be observed by the training team. If comfortable, training team members can practice/share the training with Anasazi.

6/23/11 - Doctor's HomePage Second Pilot Support (Customer Only Task)**6/27/11 - Doctor's HomePage Third Pilot Training**

By the time of this training group, members of the training team will be ready to lead the session with Anasazi observing and providing support as needed.

6/28/11 Doctor's HomePage Third Pilot Support (Customer Only Task)**6/29/11 Complete Doctor's HomePage Deployment (Customer Only Task)****7/5/11 - Phase 2 Exit Interview**

Anasazi will visit onsite for the Phase 2 Exit Interview ninety days after the completion of the first Pilot Training and Deployment of the Treatment Plan System and upon completion of the third pilot training of the Doctor's HomePage Module. At this point the Anasazi Assessment, Treatment Plan, Scheduling and Doctors HomePage Modules are fully operational in production environments and have had all major functions processed and supported by Anasazi in a production capacity. We ask that County of San Diego document any failure of the software to function as warranted and to document all defects as each are detected. Anasazi will have been performing corrections on an ongoing basis to resolve these issues. The Exit Interview is then devoted to reviewing the status of the implementation, reviewing each outstanding issue and determining if it is a contract issue or merely a support issue, and defining corrective actions for all outstanding issues.

Once Anasazi has resolved any identified contract issues or Defects, County of San Diego will provide Final Acceptance of the System.

7/7/11 - Phase 2 Assessment, Treatment Plan, Scheduling, Doctors HomePage Final Acceptance Milestone

Once Anasazi has resolved any identified contract issues or Defects, County of San Diego will provide Final Acceptance of the System.